



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

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 – August 9, 2022; and

b) Special Meeting of Council – August 12, 2022

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

8. Question and Answer Period

9. Presentations / Delegations

- a) Dr. Audrey Penner, President and CEO, Northern College; John Harrington and Pat Hamilton, Northern College Board of Governors

Re: Northern College Update

10. Communications

- a) Raymond Cho, Minister for Seniors and Accessibility

Re: Call for Nominations for the 2022 Ontario Senior Achievement Award, Extension of deadline to September 9, 2022

Reference: Received for Information, 2022-08-04

- b) Steve Dally, Town Manager, Town of Cobalt

Re: Official Plan Update, 2022-08-10

Reference: Received for Information

- c) Hailey Clark, Municipal Clerk/Deputy Treasurer, Town of Englehart

Re: Resolution for Support – FedNor Funding Extension, 2022-08-15

Reference: Received for Information

- d) Christopher Oslund, Chief Administrative Officer, Township of Coleman

Re: Resolution for Support –Electoral Boundary Redistribution, 2022-08-31

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 d)** according to the Agenda references.

11. Committees of Council – Community and Regional

12. Committees of Council – Internal Departments

13. Reports by Members of Council

Councillor Whalen provided the following report:

Thank you to Council for allowing me to attend this year's annual AMO conference.

While the largest part of my expenses are covered by both The Association of Municipalities Ontario and The Federation of Northern Ontario Municipalities I was able to conduct valuable city business and cover issues that directly impact Temiskaming Shores.

Our first delegation was representing northern Ontario to a table of eight provincial Ministers, Parliamentary Assistants and a large group of various ministry staff.

We spoke to the troubling issue of revolving door Justice and what we perceive as a mostly symbolic bond system and sureties that actually have little responsibility. While this is part of a much larger discussion, we did receive feedback from both Minister Downey as Attorney General and Minister Kerzner as Solicitor General. Both ministries have offered to participate in a northern table being hosted by FONOM and some northern Chiefs of Police, Police Service Board members, Crown Attorneys and members of our social services agencies. Our second topic was that on Ontario One Call and its failures across Ontario and northern Ontario. The province's representatives did share changes that were just introduced to help alleviate back logs and lack of response. We also raised a suggestion made by our Public Works member Jamie Shepard in that perhaps municipalities could train a staff member to do locates and bill back the service to the service providers such as Enbridge or Hydro One. This suggestion was very well received and we hope to hear more from the province on this topic.

I was also able to gain more information on current transit requirements and how to best register and maintain our bus fleet. This is an ongoing discussion but Ministry of Transportation staff have been extremely helpful and accommodating.

Housing, Mental Health and Addiction and the Opioids crisis were also ongoing topics of discussion and the province is very supportive of FONOM, NOMA and NOSDA collective approach to these issues.

And in closing, our Northern Ontario Hospitality Suite was once again held. We had a dozen and more provincial Ministers attend and mingle with our guests. We were able to showcase Northern cheeses, maple syrup products, chocolates, craft beers and our ever-popular battered pickerel from Lake Nipissing. In all we had over 600 AMO conference delegates pass through our suite.

I was very pleased to represent The City of Temiskaming Shores and Northern Ontario and to be so well recognized by staff from all ministries and fellow municipal delegates as a Councillor from the city, a member of FONOM and a member of the AMO executive.

14. Notice of Motions

15. New Business

a) January to July 2022 Year-to-Date Capital Financial Report

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

b) Memo No. 035-2022-CS – Feast On

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 035-2022-CS – Feast On for information purposes.

c) Administrative Report No. CS-036-2022 – Northern Ontario Mining Showcase at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention April 30 – May 1, 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No.036-2022-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario, as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2023 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow held in Montreal from April 30 – May 1, 2023 in the amount of \$412,000 for consideration at the September 6, 2022 Regular Council meeting.

d) Administrative Report No. CS-037-2022 – Right to Disconnect Policy

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-037-2022; and

That Council directs staff to prepare the necessary by-law to adopt a Right to Disconnect Policy for consideration at the September 6, 2022 Regular Council meeting.

e) Administrative Report No. PW-026-2022 – Tender Award – New Liskeard Landfill Expansion

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2022;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the expansion of the New Liskeard Landfill in the amount of \$ 2,721,977.50, plus applicable taxes, for consideration at the September 6th, 2022 Regular Council meeting.

f) Memo No. 010-2022-RS – General Parks Guidelines

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.010-2022-RS – General Parks Guidelines

That Council directs staff to prepare the necessary by-law to adopt the General Parks Guideless for consideration at the September 6, 2022 Regular Council meeting.

g) Memo No. 011-2022-RS – Don Shepherdson Memorial Arena Project Update

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2022-RS – Don Shepherdson Memorial Arena Project Update for information purposes;

h) Administrative Report No. RS-017-2022 – Lease Agreement for the Don Shepherdson Memorial Arena Concession

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-017-2022; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Amber Regan for the operation of the Don Shepherdson Memorial Arena Concession Stand from October 1, 2022 to April 30, 2023 for consideration at the September 6, 2022 Regular Council meeting

16. By-laws

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that:

By-law No. 2022-134 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2022 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow from April 30 – May 3, 2023

- By-law No. 2022-135 Being a by-law to adopt a Right to Disconnect Policy for the City of Temiskaming Shores
- By-law No. 2022-136 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the New Liskeard Landfill Expansion
- By-law No. 2022-137 Being a by-law to adopt the General Parks Guidelines for the City of Temiskaming Shores.
- By-law No. 2022-138 Being a by-law to enter into a Lease Agreement with Amber Regan for the operation of the Don Shepherdson Memorial Arena Concession – October 1, 2022 to April 30, 2023

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-134	By-law No. 2022-137; and
By-law No. 2022-135;	By-law No. 2022-138
By-law No. 2022-136;	

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, September 20, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, October 4, 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 July 26, 2022 (Special) and August 9, 2022 Closed Session Minutes;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board; - 545 Lakeshore Road

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. 2022-139 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **August 12, 2022**, and for its Regular meeting held on **September 6, 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. 2022-139 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, August 9, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

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

2. Roll Call

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

Present: Kelly Conlin, Clerk
John Telfer, Interim City Manager
Shelly Zubycck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Burnett, Manager of Environmental Services
Stephanie Leveille, Treasurer
Jennifer Pye, Planner

Regrets:

Media: 2

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

4. Approval of Agenda

Resolution No. 2022-320

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Conflict of Pecuniary Interest related to the Reconsideration Motion for Council Resolution No. 2022-293 relating to **Animal Control and Pound Services Contract**; which was brought forward following the approval of the July 12, 2022 Minutes (Section 6) as son applied for the Animal Control and Pound Services Contract in the City of Temiskaming Shores; and **Closed Session Item 10 c)** Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about and identifiable individual, including municipal or local board employees

6. Review and adoption of Council Minutes

Resolution No. 2022-321

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

a) Regular Meeting of Council – July 12, 2022; and

b) Special Meeting of Council – July 26, 2022.

Carried

Mayor Kidd declared a Conflict of Interest and therefore did not participate in the discussion or voting of Resolution No. 2022-322 or Resolution No. 2022-323.

Deputy Mayor Hewitt was participating virtually, therefore requested that Councillor Foley assume the duty of Chair for this portion of the meeting, Councillor Foley assumed the position of Chair.

Councillor Whalen requested a Reconsideration of Council Resolution No. 2022-293; Animal Control and Pound Services.

Resolution No. 2022-322

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas Council passed Resolution No. 2022-293 on July 12, 2022 relating to Animal Control and Pound Services; and

Whereas Section 34.1 of Procedural By-law No. 2008-160 states that no matter decided within the calendar year shall be reconsidered without the consent by resolution of the Council and that such consent shall require an affirmative vote of 2/3 of the members present and voting.

Now therefore be it resolved that City Council agrees to waive the rules of procedure and allow reconsideration of the Animal Control and Pound Services

Carried

Resolution No. 2022-323

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas resolution 2022-293 was passed at the July 12, 2022 Council meeting; and

Whereas the resolution referred to the Animal Control and Pound Services contract was covered under By-law No.2019-089 and further amended under By-law No. 2020-003; and

Whereas the wording of said resolution should state that the current contract be extended from month to month, as per the terms of the agreement; and

Whereas Council has cancelled Request For Proposal CS-RFP-003-2022;

Now therefore the Council of the City of Temiskaming Shores rescinds resolution 2022-293 and replaces with the following:

Be it resolved that the Council of the City of Temiskaming Shores extends the existing and current Animal and Pound Services Agreement as outlined in the agreement by month to month to the current contractor known as Animal First; and

Further that the Animal First provide proof of new location including lease, approval of facility from OMAFRA and proof of liability insurance; and

Further that Council subject to the written consent of the applicants, continue the review of the existing Request for Proposal Submissions; and

Further that the appointed Steering Committee have a report, with recommendations, completed and in the office of the City Manager by September 29, 2022; and

Further that the Provincial Government through OMAFRA be lobbied to make necessary changes to the Animal for Research Act to address No Kill facilities.

Recorded Vote

For Motion

Councillor Foley
Councillor Hewitt
Councillor Laferriere
Councillor McArthur
Councillor Whalen

Against Motion

Carried

Mayor Kidd returned to the meeting.

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) Michelle Caron, Communications and Executive Coordinator – District of Timiskaming Social Services Administration Board

Re: 2021 Annual Report & Keepers Strategic Plan, 2022-06-20

Reference: Received for Information

- b) Christine Benn, Community Representative, Business Improvement Area Board of Management Committee

Re: Letter of Resignation, 2022-07-19

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

- c) Rebecca Kidd, Board Secretary, Timiskaming Shores Police Services Board

Re: Request for Support – Federal Bail Reform, 2022-07-25

Reference: Received for Information

- d) Megan McBride, Coordinator, Timiskaming Drug and Alcohol Strategy

Re: Proclamation Request – International Overdose Awareness Day, 2022-07-25

Reference: Motion presented under Section 15 – New Business

Resolution No. 2022-324

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-325

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

- a) Minutes of the Business Improvement Area meetings held on April 11 and May 16, 2022;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on June 15, 2022;
- c) Minutes of the Temiskaming Transit Committee meeting held on July 4, 2022; and
- d) Minutes of the Temiskaming Shores Police Services Board meeting held on July 25, 2022.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2022-326

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Minutes of the Climate Change Committee meeting held on July 12, 2022;
- b) Minutes of the Building Maintenance Committee meeting held on July 14, 2022;
- c) Minutes of the Public Works Committee meeting held on July 14, 2022; and
- d) Minutes of the Corporate Services Committee meeting held on July 22, 2022.

Carried

13. Reports by Members of Council

None

14. Notice of Motions

None

15. New Business

a) Timiskaming Drug and Alcohol Strategy – Overdose Awareness Day Proclamation

Resolution No. 2022-327

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the City of Temiskaming Shores does affirm and acknowledge the harm and hardship caused by drug overdose; and

Whereas we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

Whereas we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of over 4,000 Ontarians in 2021 with countless more affected forever; and

Whereas from January to June of 2022, there have been 7 suspected drug-related deaths compared to 4 deaths during the whole of last year in Timiskaming Health Unit region, and

Whereas we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, our friends, and deserving of our love, compassion and support;

Therefore, I Carman Kidd, Mayor, do hereby proclaim August 31, 2022, as Overdose Awareness Day in the City of Temiskaming Shores.

Carried

b) Administrative Report No. CS-032-2022 - Bill 109 Planning Act Amendments

Resolution No. 2022-328

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2022;

That Council agrees to amend the provisions of the Site Plan Control By-law 2018-097 to appoint the Planner as the authorized person and the Municipal Clerk as the alternate authorized person in accordance with Section 41(4.0.1) of the Planning Act; and

That Council directs staff to prepare the necessary by-law to amend the Site Plan Control By-law 2018-097 for consideration at the August 9, 2022 Regular Council meeting.

Carried

c) January to June 2022 Year-to-Date Capital Financial Report

Resolution 2022-329

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

Carried

d) Memo No. 033-2022-CS – Police Service Board Structure

Resolution No. 2022-330

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 033-2022-CS;

That Council for the City of Temiskaming Shores hereby directs staff to draft a letter to the Township of Coleman, requesting permission for Chris Oslund to continue in his role in the establishment of the Police Service Boards for the Temiskaming Detachment catchment area of the Ontario Provincial Police.

Carried

e) Memo No. 034-2022-CS –Delegation of Authority – Lane Duck

Resolution No. 2022-331

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 034-2022-CS; and

That Council directs staff to prepare the necessary By-law to amend By-Law No. 2022-099 to include the wording "*City Manager or Designate* for consideration at the August 9, 2022 Regular Council meeting.

Carried

f) Administrative Report No. CS-033-2022 – Telecommunications Tower Agreement with Bell Mobility (Morissette Drive)

Resolution No. 2022-332

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-033-2022; and

That Council directs staff to prepare the necessary by-law to enter into a new a land lease agreement with Bell Mobility for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term, for consideration at the August 9, 2022 Regular Council meeting.

Carried

g) Administrative Report No. CS-034-2022 – Next Generation 9-1-1 Authority Service Agreement

Resolution No. 2022-333

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-034-2022;

That Council for the City of Temiskaming Shores approves entering into a Next Generation 9-1-1 Authority Service Agreement with Bell Canada for the provision of 9-1-1 services; and

That Council for the City of Temiskaming Shores directs staff to prepare a by-law authorizing the execution of the Next Generation 9-1-1 Authority Service Agreement with Bell Canada and all required documentation for the provision of the 9-1-1 Program, for consideration at a future council meeting.

Carried

h) Administrative Report No. PPP-004-2022 – Appointment of Volunteer Firefighter

Resolution No. 2022-334

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

That Council hereby appoints Jakeb Ryan as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

i) Administrative Report No. PW-025-2022 - Tender Award: Supply, Mix, and Stockpile Winter Sand

Resolution No. 2022-335

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Don Adshead Trucking for Winter Sand Supply, Mix and Stockpile services at a unit price of \$8.75 per tonne, plus applicable taxes, for consideration at the August 9th, 2022 Regular Council meeting.

Carried

j) Memo No. 009-2022-RS – Haileybury Fire Hall Project Update

Resolution No. 2022-336

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2022-RS – Haileybury Fire Hall Project Update for information purposes.

Carried

k) Administrative Report No. RS-016-2022 - Building Maintenance Capital Project Budgets

Resolution No. 2022-337

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-016-2022;

That Council update the project budget for the Don Shepherdson Memorial Arena Accessibility Project to \$1,111,971;

That Council approves the reallocation of funds in the 2022 Capital Budget from the Don Shepherdson Memorial Arena Accessibility Project in the amount of \$115,000 to the New Liskeard Waterfront Paving project; and

That Council directs staff to reallocate \$120,015 from the Don Shepherdson Memorial Arena Accessibility Project to the Community Development Reserve.

Carried

16. By-laws

Resolution No. 2022-338

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2022-126 Being a by-law to amend By-law No. 2019-018 – Committee Appointments (New Liskeard Business Improvement Area Board of Management)

- | | |
|---------------------|--|
| By-law No. 2022-127 | Being a by-law amend By-law 2018-097 – Site Plan Control Area |
| By-law No. 2022-128 | Being a by-law to amend By-Law 2022-099 – Delegating Authority for certain Acts during a “Lame Duck” period |
| By-law No. 2022-129 | Being a by-law to enter into a new a land lease agreement with Bell Mobility for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term |
| By-law No. 2022-130 | Being a by-law to enter into an agreement with Don Adshead Trucking for Winter Sand Supply, Mix and Stockpile |
| By-law No. 2022-131 | Being a by-law to appoint Tammie Caldwell as Interim City Manager for the City of Temiskaming Shores for a five-week period effective August 19, 2022 |
| By-law No. 2022-132 | Being a by-law to appoint Amy Vickery as City Manager for the City of Temiskaming Shores effective September 19, 2022 |

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-339

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2022-126;	By-law No. 2022-130;
By-law No. 2022-127;	By-law No. 2022-131; and
By-law No. 2022-128;	By-law No. 2022-132;
By-law No. 2022-129;	

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, September 6, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, September 20, 2022 at 6:00 p.m.

18. Question and Answer Period

Councillor Whalen reported on his attendance at the Summer Sizzler event in Haileybury over the past weekend and thanked the Fire Department for their participation.

Mayor Kidd recently presented a plaque to the Haileybury Golf Course in celebration of their 100-year anniversary.

19. Closed Session

Resolution 2022-340

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 6:50 p.m. to discuss the following matters:

- a) Adoption of the July 12, 2022 Closed Session Minutes;
- b) Under Section 239 (2) (k) of the Municipal Act, 2001 – a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Transit Negotiations
- c) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about and identifiable individual, including municipal or local board employees
- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board; - 545 Lakeshore Road

Carried

Resolution No. 2022-341

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 8:14 p.m..

Carried

Matters from Closed Session

Adoption of the July 12, 2022 – Closed Session Minutes

Resolution No. 2022-342

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

- a) Adoption of the July 12, 2022 Closed Session Minutes.

Carried

Under Section 239 (2) (k) of the Municipal Act, 2001 – a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Transit Negotiations

Council provided staff with direction.

Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about and identifiable individual, including municipal or local board employees

Mayor Kidd declared Conflict on this item, therefore did not participate in discussions and vacated the Council Chambers for this portion of the meeting.

Council provided staff with direction.

Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board; - 545 Lakeshore Road

Council provided staff with direction.

20. Confirming By-law

Resolution No. 2022-343

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2022-133 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **July 26, 2022**, and for its Regular meeting held on **August 9, 2022**, be hereby introduced and given first and second reading.

Resolution No. 2022-344

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2022-133 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-345

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council hereby adjourns its meeting at 8:15 p.m.

Carried



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Friday, August 12, 2022 – 12:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

The meeting was called to order by Mayor Kidd at 12:00 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Doug Jelly, Mike McArthur and Danny Whalen

Present: Rebecca Kidd, Deputy Clerk
John Telfer, Interim City Manager
Steve Burnett, Manager of Environmental Services
Mitch McCrank, Manager of Transportation Services

Regrets: Councillor Patricia Hewitt, Jesse Foley and Jeff Laferriere

Media: 0

Members of the Public: 0

3. Approval of Agenda

Resolution No. 2022-346

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2022-347

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. New Business

a) Memo No. 010-2022-PW - Phippen Waste Management – Contract Increase Request

Resolution No. 2022-348

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2022-PW;

That Council for the City of Temiskaming Shores hereby directs staff issue a one-time lump sum payment of \$36,011.95 to Phippen Waste Management as per the Consumer Price Index Adjustment in Schedules A through D of the Waste Management Contract; and

That Council directs staff to renegotiate the contract with Phippen Waste Management as a result of the new landfill site opening in 2023.

Carried

7. Closed Session

Resolution No. 2022-349

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 12:08 p.m. to discuss the following matters:

- a) Under Section 239 (2) (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Transit Negotiations

Carried

Resolution No. 2022-350

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise without report from Closed Session at 12:46 p.m.

Carried

8. Adjournment

Resolution 2022-351

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 12:47 p.m.

Carried



Northern College

Find your true North.

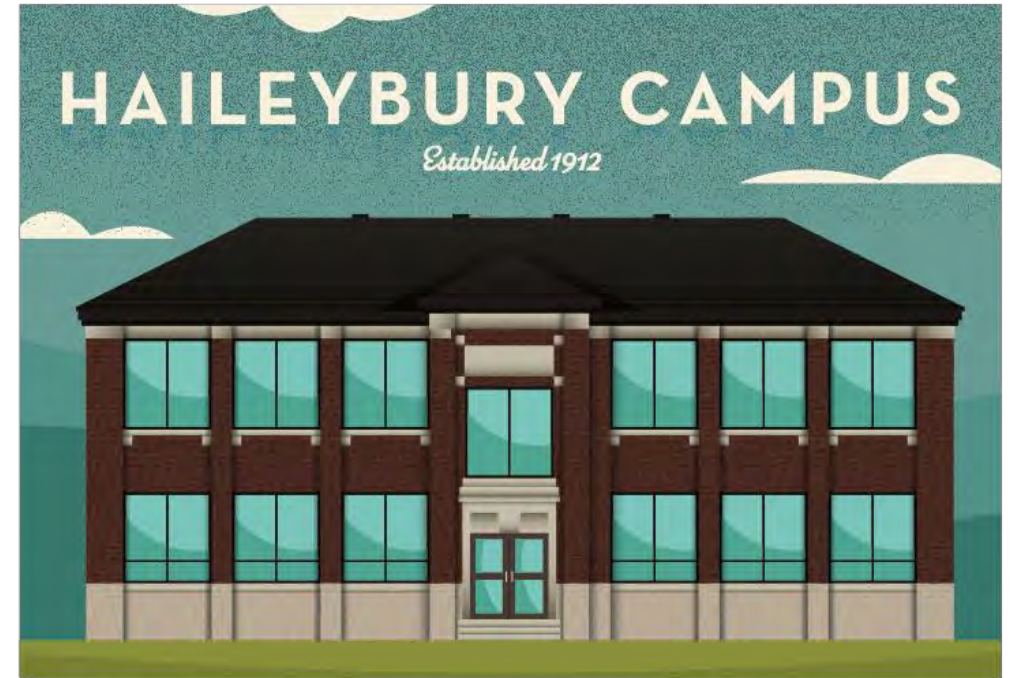
Proud to be North. Proud to be Northern.





2022: building, changing, adapting

- Increased Student Supports
- New Financial Supports
- Campus Master Plan
- Website Redesign



NORTHERN COLLEGE - LAKE TEMISKAMING



Looking forward: Haileybury

- Expanded Building for Veterinary Sciences
- Beautifying Campus
- Art and Architecture
- Strong Student Life Participation in Haileybury



Looking ahead: Campus Master Plan

- Growing the North
- Campus Renewal
- Expanding Outdoor Spaces
- Rock Walk Enhancement





Indigenous Education & Empowerment



- Sacred Garden
- Access Centres
- Residential School Survivors Memorial
- Indigenizing Curriculum



Equity. Diversity. Inclusion.

- The Ideal College
- EDI Task Force
- Benchmarking
- Culture of Respect
- Continuous Improvement





Connecting to Communities



- Access to Affordable Housing
- International Students
- Increased Presence at Events
- Sponsorships



Connecting to Communities

- Growing the North
- Win-win relationships
- Students building a future
- Talent Pipelines





Looking to the Future



- Globalization
- Sustainability
- The impact of our grads
- Embracing change



Looking to the Future



- 160 new students
- 26 Mining students
- 121 Vet Sciences students



Strategic Plan: Measurements & Benchmarks



STRATEGIC PLAN MEASUREMENT

Benchmarks were calculated based on the weighted average of baseline metrics obtained. Actual results will be measured and compared to the targeted benchmark increases of 2.5% annually.



BENCHMARKS

TARGETS

MEASUREMENT SOURCES/BASELINES

The success of delivering on and reaching the goals identified in the Strategic Plan will be evaluated through specific measurement sources. These measurement sources have been weighted and assigned to the appropriate Strategic Direction. The measurement sources and baseline metrics, used in calculating the benchmarks, are detailed below.



Strategic Direction 1 INDIGENOUS EDUCATION & EMPOWERMENT

We recognize the disparity caused by a lengthy national history of inequality and injustice toward Indigenous peoples of Canada, and we will address the long-term impacts of this colonization upon the organization and the learners.

75%

2021 - 22

77%

2022 - 23

78%

2023 - 24

80%

2024 - 25

82%

Building A Stronger Fire 19%
Global benchmarks set out by EDI 6%
Graduate Survey (overall grad sat for Indigenous students) 4%
Community Climate Survey (every 3 years) 8%
Employee Survey 9%
Enrolment Distribution 28%



Strategic Direction 2 INNOVATIVE APPROACHES TO ACCESS

We acknowledge the barriers to learning that exist and the privilege of those decision-makers not experiencing such barriers as we reduce and eliminate these very real challenges by engaging in honest and open discussion about both policy and operations that either support or further inhibit learners.

72%

2021 - 22

73%

2023 - 23

75%

2023 - 24

77%

2024 - 25

79%

Student Satisfaction 4%
KPI Graduate Satisfaction 4%
KPI Employer Satisfaction 5%
KPI Graduate Employment Rate 4%
KPI Graduation Rate 3%
SMA - Programs of Strength 2%
New TDA Agreements (3 per year) 5%
Program Evolutions (5 per year) 3%
Economic Impact 1%
Enrolment Headcount 0%
Student Feedback Survey (courses) 18%
Faculty Feedback Survey 16%
Employee Climate Survey/Communication Survey 7%



Strategic Direction 3 INVIGORATING NORTHERN EXPERIENCES

With every one of our post-secondary locations overlooking waterfront, we will maximize the quality of life of our students and staff on Northern College's four campuses by leveraging our proximity to the natural elements by integrating and emphasizing invigorating learning experiences and overall well-being in the communities we serve.

81%

2021 - 22

83%

2023 - 23

85%

2023 - 24

87%

2024 - 25

90%

Events and Satisfaction N/A
Marketing Data (social media, website data) 22%
Student Satisfaction (benefits of attending a smaller College) 5%
SMA - Programs of Strength 10%
SMA - Talent Pipelines 33%
Community Climate Survey (every 3 years) 10%

NNorthern
COLLEGE

NNorthern
COLLEGE



Thank you for your support! Questions?



**Ministry for Seniors
and Accessibility**

Minister

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

**Ministère des Services aux
aînés et de l'Accessibilité**

Ministre

College Park
777, rue Bay
5e étage
Toronto (Ontario) M7A 1S5



August 4, 2022

Dear Friends,

It is my pleasure to invite you to submit a nomination for the 2022 [Ontario Senior Achievement Award](#).

Each year, the program recognizes extraordinary seniors who, after the age of 65, have made significant contributions to their community and/or province.

The deadline for nominations has been extended to September 9, 2022. For more information about the program or to submit a nomination, please visit the [Ontario Senior Achievement Award webpage](#).

If you have questions about the Ontario Senior Achievement Award or how to submit a nomination online, please contact the Volunteer Recognition Unit at OntarioVolunteerServiceAwards@ontario.ca.

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community.

Sincerely,

A handwritten signature in black ink that reads "Raymond Cho".

Raymond Cho
Minister for Seniors and Accessibility



Town of Cobalt Official Plan Update

The Official Plan for the Town of Cobalt guides the future development of the Town. It establishes the pattern for future land use, parks, open space and services. The current Official Plan was approved in 2004. Council plans to rescind the current Official Plan and approve a new Official Plan in 2022.

The proposed Official Plan can be viewed in the municipal office during regular office hours or you can download the document at:

<https://cobalt.ca/wp-content/uploads/2022/08/Cobalt-Official-Plan-June-28-2022.pdf>

<https://cobalt.ca/wp-content/uploads/2022/08/Cobalt-ScheduleA-June-22-2022.pdf>

<https://cobalt.ca/wp-content/uploads/2022/08/Cobalt-ScheduleB-June-22.pdf>

<https://cobalt.ca/wp-content/uploads/2022/08/Cobalt-ScheduleC-June-22.pdf>

Town of Cobalt Zoning By-law Update

The Zoning By-law for the Town of Cobalt was enacted in 2006 and has not been updated since then. Town of Cobalt has requested that a new Zoning By-law be prepared that is simple to use and less restrictive than the current By-law.

The proposed Zoning By-law can be viewed in the municipal office during regular office hours or you can download the document at:

<https://cobalt.ca/wp-content/uploads/2022/08/COBALT-ZONING-BY-LAW-DRAFT-2-June-28-2022.pdf>

<https://cobalt.ca/wp-content/uploads/2022/08/Cobalt-ZBL-Schedules-Draft-2-June-17-22.pdf>

Council will hold a meeting under Sections 17(15) and Section 34(26) of the Planning Act to hear public comments on the proposed Official Plan and Zoning By-law. The Public Meeting will be held:

Tuesday, September 6, 2022 at 7:00PM

Community Hall, 18 Silver Street, Cobalt Ontario.

If in-person meetings are not possible, join our virtual meeting. The link to the meeting is:

<https://us02web.zoom.us/j/85320102261?pwd=dllERTk1b0xCTlBzdUxqMmRzL043UT09>

If a person or public body would otherwise have an ability to appeal a decision of Council respecting the Official Plan and/or Zoning By-law to the Ontario Land Tribunal (OLT) but the person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Cobalt before the proposed Official Plan and/or Zoning By-law is adopted, 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 Town of Cobalt before the proposed Official Plan and/or Zoning By-law is adopted, the person or public body may not be added as a party to the hearing of an appeal before the OLT unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

If you wish to be notified of Council's decision of the decision on the proposed Official Plan and/or Zoning By-law, you must make a written request to the Clerk of the Town of Cobalt.

Steven Dalley

Town Manager

Town of Cobalt

sdalley@cobalt.ca

Town of Englehart
Phone: 705-544-2244
Box 399
Englehart ON P0J 1H0
Fax: 705-544-8737



August 3rd, 2022

The Honourable Patty Hajdu
House of Commons
Ottawa, ON
K1A 0A6

Dear Ms. Hajdu,

The Town of Englehart is a wonderful small municipality located in Northeastern Ontario. Englehart has many activities for every age group, ranging from baseball to senior swims at our outdoor pool. We pride ourselves on being the little town with the big heart because we care about our community. We are fortunate enough to have groups that put on various activities for seniors, children and adults.

In July of 2021, the Town of Englehart applied for the Canadian Community Revitalization Fund to build a new multi-use pavilion at our athletic fields. This new pavilion will bring not only new events to our community, but the economic benefit to our community is unimaginable. Since the athletic fields are located on Highway 11, a beautiful pavilion will catch the eye of all driving the highway. We are hopeful this will bring people into our community and give us the opportunity to host various events such as, artisan and farmer's markets, musical evenings, and more. We would only be limited by our imaginations. Our local businesses will see an increase in traffic and our local parks, municipally owned pool and arena will see an increase as well. This will give us the opportunity to showcase what Englehart can offer to all who live in and around our municipality.

On December 14th 2021, we were notified our project was approved and we could officially begin incurring expenses. We were unable to announce the project until FedNor announced it in a news release in late February. Municipal Staff had been in contact with a supplier to supply and install a pavilion for a few months at this point.

In January staff had attempted to proceed with the purchase and was then advised that manufacturing and shipping would be eighteen to twenty-two months. Staff has been working diligently to try and find another solution. After a month of communicating with the original supplier, they advised the shipping time could be the fall of 2022. Once again staff began planning for this only to have contracted COVID-19.

After weeks of staff being absent due to COVID-19, staff reached out to Denise Deschamps to inquire about an extension. On April 4th, we were informed the CCRF program sunsets on March 31st, 2023, and we would not be granted an extension.

We have reached out again asking for an extension. The current manufacturing and supply shortage has greatly impacted our ability to secure a pavilion. Should we be granted an extension into July 2023, this will give us extra time to ensure the delivery and install of the Pavilion.

Yours truly,

A handwritten signature in black ink, appearing to read 'Nina Wallace', written in a cursive style.

Nina Wallace
Mayor
Town of Englehart

TOWN OF ENGLEHART

61 Fifth Avenue , Englehart , Ontario , P0J 1H0

Tel: 1-705-544-2244

<https://www.engagehart.ca/>

July 27, 2022

RESOLUTION

Agenda Item # 9.6.2 FedNor Request

Resolution # COU1-22-07-20

Moved By : Doug Metson

Seconded By : Pam Bannink

Whereas, the Town of Englehart applied for the Canada Community Revitalization Funding and approved for \$393,750.00 to build a fully accessible outdoor pavilion;

Whereas, COVID-19 has placed constraints on the supply chain and manufacturing of all goods and services;

Therefore be it resolved, that Council direct staff to send a letter to FedNor requesting that there be an extension granted on the Canada Community Revitalization Fund (CCRF) funding in order to meet required deadlines of March 31st, 2023;

That, a copy of this resolution to be sent to Manon Brassard - Interim President of FedNor and NDP- MP Charlie Angus;

And that, a copy of this resolution be sent to all Northern Ontario municipalities for their support.

Carried



Mayor

Town of Englehart



937907 Marsh Bay Road
RR #1 Coleman Township, ON
P0J 1C0
Tel: 705-679-8833
Fax: 705-679-8300
toc@colemantownship.ca

**CERTIFIED TRUE COPY OF
RESOLUTION NO. 22-08-31-02 PASSED AT A
SPECIAL COUNCIL MEETING HELD AUGUST 31, 2022**

Resolution No. 22-08-31-02

Moved by: Councillor Lois Perry
Seconded by: Councillor Susan Cote

Whereas the Township of Coleman has been represented by the Member of Parliament for Nipissing-Timiskaming since 2003; and

Whereas the Federal Electoral Boundaries Commission for Ontario has proposed the elimination of one Riding in Northern Ontario and a redistribution of the remaining Electoral Ridings; and

Whereas the Township of Coleman and other municipalities in the South Temiskaming area would be part of a newly created Electoral Riding known as Cochrane-Timmins-Timiskaming; and

Whereas the population of the existing Riding of Nipissing-Timiskaming meets the population requirements to maintain the Federal Riding; and

Whereas the communities that comprise the current Electoral Riding of Nipissing-Timiskaming form a geopolitical entity that would be fragmented by the Federal Electoral Boundaries Commission for Ontario's proposal; and

Whereas this fragmentation would diminish and reduce access to Federal representation for the residents of the Township of Coleman; and

Whereas there is potential for the Province of Ontario to adopt the Federal electoral boundaries to establish Provincial electoral boundaries, which would repeat the negative effects on Provincial representation for the people and communities in Northern Ontario; and

Whereas the ability to effectively represent diverse, small, rural communities continues to be eroded with the loss of Electoral Ridings in Northern Ontario.

Over 2 Billion Square Feet of Opportunity

www.colemantownship.ca

Now therefore be it resolved that the Corporation of the Township of Coleman hereby petitions the Federal Electoral Boundaries Commission to withdraw the proposal to eliminate a Federal Riding in Northern Ontario; and

Further that the Township of Coleman petitions the Federal Government to introduce legislation that would provide for a minimum number of guaranteed Ridings for Northern Ontario to ensure the voices of Northern and Rural Communities is not stifled; and

Further that a copy of this resolution be forwarded to the Temiskaming Municipal Association, the Federation of Northern Ontario Municipalities, the Honourable Anthony Rota MP for Nipissing-Timiskaming, and the Association of Municipalities of Ontario.

CARRIED

I hereby certify this to be a true copy of Resolution No. 22-08-31-02



Christopher W. Oslund
Chief Administrative Officer/Clerk-Treasurer

AMO 2022 Conference

Thank you to Council for allowing me to attend this years annual AMO conference.

While the largest part of my expenses are covered by both The Association of Municipalities Ontario and The Federation of Northern Ontario Municipalities I was able to conduct valuable city business and cover issues that directly impact Temiskaming Shores.

Our first delegation was representing northern Ontario to a table of eight provincial Ministers, Parliamentary Assistants and a large group of various ministry staff.

We spoke to the troubling issue of revolving door Justice and what we perceive as a mostly symbolic bond system and sureties that actually have little responsibility. While this is part of a much larger discussion we did receive feed back from both Minister Downey as Attorney General and Minister Kerzner as Solicitor General. Both ministries have offered to participate in a northern table being hosted by FONOM and some northern Chiefs of Police, Police Service Board members, Crown Attorneys and members of our social services agencies.

Our second topic was that on Ontario One Call and it's failures across Ontario and northern Ontario. The province's representatives did share changes that were just introduced to help alleviate back logs and lack of response. We also raised a suggestion made by our Public Works member Jamie Shepard in that perhaps municipalities could train a staff member to do locates and bill back the service to the service providers such as Enbridge or Hydro One. This suggestion was very well received and we hope to hear more from the province on this topic.

I was also able to gain more information on current transit requirements and how to best register and maintain our bus fleet. This is an ongoing discussion but Ministry of Transportation staff have been extremely helpful and accommodating.

Housing, Mental Health and Addiction and the Opioids crisis were also ongoing topics of discussion and the province is very supportive of FONOM, NOMA and NOSDA collective approach to these issues.

And in closing, our Northern Ontario Hospitality Suite was once again held. We had a dozen and more provincial Ministers attend and mingle with our guests. We were able to showcase Northern cheeses, maple syrup products, chocolates, craft beers and our ever popular battered pickerel from Lake Nipissing. In all we had over 600 AMO conference delegates pass through our suite.

I was very pleased to represent The City of Temiskaming Shores and Northern Ontario and to be so well recognized by staff from all ministries and fellow municipal delegates as a Councillor from the city, a member of FONOM and a member of the AMO executive.

Councillor Whalen

GENERAL CAPITAL
Revenues & Expenditures
as at July 31, 2022

		2022						
Project		Actual	Budget	Variance				
REVENUES								
	Transfer from Operations		1,022,097	(1,022,097)				
	Transfer from Reserves	84,706	6,711,308	(6,626,602)				
	Borrowing		3,118,334	(3,118,334)				
	Provincial Funding	225,174	869,390	(644,216)				
	Federal Gas Tax		629,229	(629,229)				
	Efficiency Funding		143,747	(143,747)				
	Ontario Community Infrastructure Fund (OCIF)	555,073	810,881	(255,808)				
	Enabling Accessibility Funding		100,000	(100,000)				
	Provincial Gas Tax		110,550	(110,550)				
	Investing in Canada Infrastructure Program (ICIP)		224,450	(224,450)				
	Transport Canada		527,848	(527,848)				
	Ontario Trillium Fund		500,000	(500,000)				
	Public / Private Partnerships	47,665	108,486	(60,821)				
TOTAL REVENUES		\$ 912,617	\$ 14,876,320	\$(13,963,703)				
EXPENSES								
					% Completion	G	Y	R
Corporate Services:	Cemetery Zero Turn Mower	7,708	20,000	(12,292)	100%	x		
	Grant Drain		150,000	(150,000)	0%			
	Peters Road Drain		150,000	(150,000)	0%			
Fire:	Fire Alarm Station 2		8,000	(8,000)	10%	x		
	Irwin Fill Station 3	29,298	23,000	6,298	90%	x		
Public Works:	2022 Roads Program	169,099	3,000,000	(2,830,901)	30%	x		
	Grant Drive Ext. Construction	9,208	1,600,000	(1,590,792)	50%	x		
	West Road Culvert Relining		100,000	(100,000)	40%	x		
	Radley Hill - Road Upgrades		659,810	(659,810)	30%	x		
	Pedestrian Cross Walk		100,000	(100,000)	85%	x		
Solid Waste:	Landfill Expansion	25,181	3,000,000	(2,974,819)	50%	x		
Property Mtnce:	Haileybury Fire Station (carryover)	990,694	2,200,000	(1,209,306)	70%	x		
	NL Arena Accessibility Project	145,165	1,000,000	(854,835)	70%	x		
	PFC Upgrades (floor & water softener)	1,221	70,000	(68,779)	50%	x		
	Spurline Accessibility Upgrades		30,000	(30,000)	15%			x
	Dymond Salt Shed Roof Repair	8,203	20,000	(11,797)	100%	x		
	PFC Roof Replacement	605	800,000	(799,395)	70%	x		
Fleet:	Small Fleet Replacement (carryover)	101,863	101,710	153	100%	x		
	Tri Axle Dump Truck (carryover)	205,233	215,700	(10,467)	100%	x		
	Fire Rescue (carryover)	430,096	430,100	(4)	100%	x		
	Dump Truck (box replacement)	22,743	25,000	(2,257)	100%	x		
	Backhoe	189,949	200,000	(10,051)	100%	x		
Transit:	Transit Bus	338,852	335,000	3,852	100%	x		
Recreation:	Air Runner Treadmill	5,806	7,000	(1,194)	100%	x		
	Haileybury Arena Chiller	72,900	100,000	(27,100)	100%	x		
	Splash Pad (carryover)	24,226	200,000	(175,774)	75%	x		
	Olympia Replacement (Electric)		170,000	(170,000)	70%	x		
	PFC Floor Machine	6,112	6,000	112	100%	x		
	Lawnmower Replacement	16,734	20,000	(3,266)	100%	x		
	Spurline Parking Lot Paving		115,000	(115,000)	100%	x		
	Utility Terrain Vehicle		20,000	(20,000)	0%			x
	Tennis Court Resurfacing	29,844	-	29,844				
	Wabi Pedestrian Bridge Project	2,584	-	2,584				
	Farr Park - Old Hlby Food Bank Demolition	7,021	-	7,021				
TOTAL EXPENSES		\$ 2,840,348	\$ 14,876,320	\$(12,035,972)				
SURPLUS / (DEFICIT)		\$(1,927,731)	\$ -	\$(1,927,731)				

Memo

To: Mayor and Council
From: Airianna Leveille, Economic Development Officer
Date: September 6, 2022
Subject: Feast on the Farm
Attachments: Feast On Poster

Mayor and Council:

In 2019 the city entered into a partnership with the Culinary Tourism Alliance and Destination Northern Ontario to develop unique culinary experiences around the region as an enhancement to the Lake Temiskaming Tour Project.

I am pleased to report that we were chosen as one of the 4 Feast on host destinations. Plans are well underway for the very first Feast on the Farm and Industry Day Event. This two-day event series brings together chefs, producers and food lovers while supporting the people working to make our food system better through regenerative farming and sustainable practices.

We hope you can join us on September 25th, 2022, at Bison Du Nord for Feast on the Farm. Indulge in creations from local chefs and producers by discovering a taste of what our region is all about – tickets available at ontarioculinary.co/fonfarm. September 26th, 2022 is Feast On Industry Day this is a chance to reconnect, learn new skills and explore how together, we can build a sustainable future for our sector.

The funds to complete this project are available within the existing approved tourism marketing budget for 2022 and the Building Ties project. This project is a great marketing opportunity for not only the City but for our great tourism products and agri-food products and producers within our region.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Airianna Leveille
Economic Development
Officer

Shelly Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager

FEAST ON

the farm

WE'VE GOT YOU COVERED



SUNDAY, SEPTEMBER 25
AT BISON DU NORD
IN TEMISKAMING SHORES

*featuring local food, craft drinks
and plenty of revelry*

Subject: Northern Ontario Mining Showcase
at CIM 2023

Report No.: CS-036-2022

Agenda Date: September 6, 2022

Attachments

Appendix 01: Northern Ontario Mining Showcase at CIM Final Report 2022

Appendix 02: Letter from FedNor Contribution Agreement

Appendix 03: FedNor Funding Agreement (**Refer to By -Law 2022-134**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-036-2022, the Northern Ontario Mining Showcase Final Report; and
2. That Council directs staff to prepare the necessary by-law to enter into a funding agreement with FedNor to lead the 2023 Northern Ontario Mining Showcase at CIM, for consideration at the September 6, 2022 Regular Council meeting.

Background

Fed Nor has supported the City to lead a pavilion of local businesses at the successful Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal for the past 3 years and more recently the CIM event in Vancouver May of 2022. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry.

Analysis

The Northern Ontario Mining Showcase at CIM 2022 was once again a huge success. The Showcase continues to grow and assist more businesses from across Northern Ontario to be able to showcase and promote their products and services to a broad domestic and international audience.

Despite the on-going pandemic and the challenges in hosting large events, we were still able to have met our target number of exhibitors once again this year which had been set at 24. The final report for the 2022 Northern Ontario Mining Showcase at CIM is attached as Appendix 01 which outlines the statistics from the event.

At the July 12, 2022 Council meeting, Council passed Resolution No. 2022-299 to confirm the funding application to enable the City to lead the NOMS at CIM convention from April 30- May 3, 2023.

Fed Nor has announced their funding support toward CIM 2023. We now need to enter into a formal funding agreement with Fed Nor to accept the \$412,000 in funding required to provide the venues for the anticipated 25 Northern Ontario mining supplier and service companies at CIM 2023 in Montreal.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered during the preparation of this report

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Airianna Leveille
Economic
Development Officer

Shelly Zubycck
Director of Corporate
Services

Tammie Caldwell
Interim City Manager



2022 Northern Ontario Mining Showcase at CIM

Project Report

City of Temiskaming Shores

6/8/2022



Federal Economic Development
Agency for Northern Ontario

Agence fédérale de développement
économique pour le Nord de l'Ontario

Canada

City of • Ville de
**Temiskaming
Shores**
Diamond
Hullery
New Liskeard

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1.0 Executive Summary

The second edition of the Northern Ontario Mining Showcase (NOMS) at CIM was held from May 1-3, 2022, as part of the Canadian Institute of Metallurgy and Mining, Metallurgy and Petroleum's Annual Convention and Expo. With funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the pavilion project was coordinated by the City of Temiskaming Shores. The showcase provided a unique opportunity to Northern Ontario Mining Supply and Service companies to promote their products and services to a broad domestic and international audience.

Quick Facts

Event Name	2022 Northern Ontario Mining Showcase at CIM - <i>Vancouver Edition</i>
Date	May 1-3, 2022
Location	Vancouver Convention Centre
Pavilion Footprint	24 booths – 2,700 sq. ft.
Profile of NOMS 2021 at CIM Exhibitors	TOTAL # of NOMS Exhibitors- 24 Indigenous - 3 Women (Operated / Focused) – 2 Private Sector - 21 Not for Profit – 3
Geographic Breakdown of NOMS 2021 Exhibitors	<ul style="list-style-type: none">○ Greater Sudbury - 14○ North Bay - 4○ Temiskaming Shores – 2○ Thunder Bay / NW - 3○ Timmins - 0○ Pan-northern - 1

The goal of the project was to build on the success of the Northern Ontario Mining Showcase at PDAC as well as the pilot event held at CIM in 2019 and virtual events in 2021. The objective of hosting these events has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities and networks. The intent being to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This continues to enable businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.

2.0 About the Project

2.1 The 2022 Northern Ontario Mining Showcase Team

The project is led by The City of Temiskaming Shores who work together with FedNor staff to set the direction of the event and play a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. The City works with its network of partners throughout the north to promote the event prior to and on-site to potential attendees to attract people and companies to the showcase. A third-party event coordinator, Markey Consulting, manages logistics and helps promote the event to prospective exhibitors and attendees.



2.1 Goals and Objectives

The overall goal of the Northern Ontario Mining Showcase (NOMS) project is to provide support to Northern Ontario Small and Medium Enterprises within the mining sector in leveraging new business through identifying potential partners, opportunities, and networks. The intent is to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity, and infrastructure to service the requirements of various small and large-scale projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This enables businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing Small and Medium Enterprises with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.

2.3 Exhibitors

Exhibitors consisted of organizations and companies from Northern Ontario that provide products and services to the mining industry. A list with descriptions and source community of participating exhibitors can be found in the NOMS at CIM directory (Appendices).

2.4 Marketing and Promotion

Various tools and tactics were utilized to promote the event to recruit participants and attract attendees including direct contact and cold calls, e-mail blasts, social media, and the NOMS website.

In addition to marketing efforts, the coordinator, City staff, and FedNor staff utilized their networks to get the word out prior to and during CIM 2022. During the show itself, the event was promoted to CIM attendees via direct contact, direct messaging, and social media.

A custom media guide was developed to support exhibitors in their marketing efforts, while further promoting the NOMS brand.

To promote participants, a bilingual event directory with exhibitor and partner listings was created. A significant social media campaign promoting the NOMS and our exhibitors was undertaken prior to, during, and post-event.

3.0 Summary of Findings

3.1 Measures & Key Performance Indicators

At the outset of the project, it was determined that the event would be deemed successful based on outcomes related to the following Key Performance Indicators (KPI).

Number of businesses and company reps participating in the NOMS:

We were quite pleased to have met our target number of exhibitors for the virtual version of the Northern Ontario Mining Showcase which had been set at 24. Given the tight timelines, the registration process was simplified for 2021 with eligibility being automatically granted to past NOMS exhibitors and a two-step application for those that had not exhibited in a NOMS event in the past.

Ongoing / Long Term Return on Investment

Long term outcomes will be gauged over the coming months and years. All 2022 participants will be surveyed again based on the following KPI when registering for 2023.

- Number of businesses exporting or increasing export sales
- New markets accessed
- Increase in overall sales
- Physical expansion of business
- Number of jobs created and/or maintained
- Number of new partnerships and alliances created

- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.

3.2 Project Benefits & Outcomes

Overall, the project has been deemed a success with partners and exhibitors indicating that their participation generated valuable contacts. Listed below are the key benefits generated as a result of participating in the showcase:

- Networking with other showcase exhibitors to identify synergies with existing clients
- Networking with showcase visitors and attendees to generate leads and sales
- Networking with community partners to identify potential for partnership projects
- Networking with government representatives to build relationships and learn about programs available for expansion and innovation
- Relationship building with existing clients (exhibitors and attendees)
- Information and learning opportunities provided via speaker series
- Enhanced promotion and awareness generated through the social media program
- Significant increase in followers of NOMS social media channels

One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.3 Success Factors.

3.3 Success Factors

Surveys were completed by NOMS exhibitors to deem the level of value placed on their respective participation in the virtual Showcase at CIM. These surveys include questions regarding the value of showcase, the number of leads and sales generated, the likelihood of participating in future programs, the value of contacts made, the potential for business opportunities generated, etc. The results are outlined below:

Value of showcase to participants (satisfaction survey results) @ 23 responses

How useful/valuable was this event to your business or organization?

Extremely useful / valuable	27%	Slightly useful / valuable	4.5%
Very useful / valuable	63%	Not at all useful / valuable	4.5%
Moderately useful / valuable	45%		

Approximately how many business leads did you generate as a result of this event?

1-5 useful leads / contacts	32%	21-40 useful leads / contacts	4%
6-10 useful leads / contacts	50%	41+ useful leads / contacts	0%
11-20 useful leads / contacts	14%	We did not generate any	0%

Do you anticipate an increase in your export activities as a result of your participation in the 2021 Northern Ontario Mining Showcase at CIM?

yes 95% no 5%

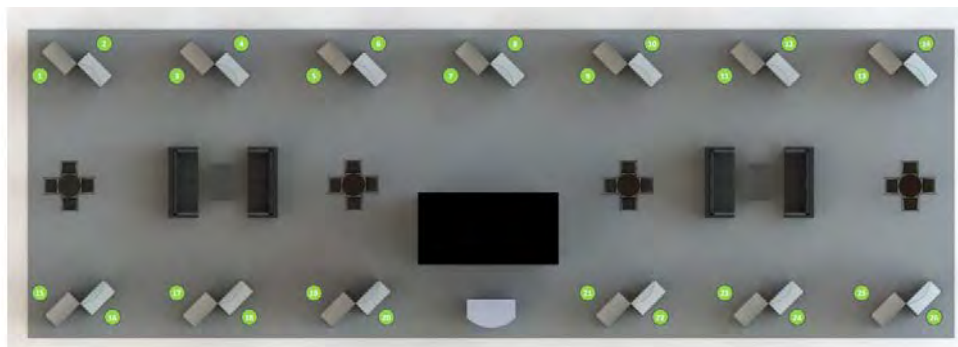
3.3 Key Success Factors

Overall concept

Hosting a Northern Ontario mining exhibit as part of CIM works very well. Having a captive audience provides a source of qualified attendees which ensures value for the exhibitors and partners. This also provides exhibitors and partners with an opportunity to visit the CIM floor and attend client events thereby generating an additional benefit for their participation. While the virtual format did pose some challenges, it did provide excellent opportunities to share content and connect directly with target individuals.

Venue

Having a well-designed pavilion layout, including the addition of backlit graphics and a video wall projected the North as being very professional and unique. The combination of exhibitor kiosks, along with the seating area, was successful in providing the perfect atmosphere for mixing business and pleasure, thus helping to not only draw people in but also encourage them to stay longer and visit with exhibitors. There was a dedicated Northern Ontario Mining Showcase / FedNor booth manned by FedNor and City of Temiskaming Shores staff. This was of great value, seeing a steady stream of people inquiring about various funding programs and development opportunities.



Planning Team & Onsite Support Staff

The planning team ensures that businesses are aware of the event and provided with information to register and participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide essential support at the event itself in addition to promoting the pavilion onsite.

Communications

Communications were key to attracting positive attention. FedNor staff was engaged in the planning process from the outset which resulted in additional media coverage. The enhanced social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The assets developed as part of this program will be used throughout the year for ongoing promotion.



NOMS Directory

The NOMS directory is our primary tool to share information about our exhibitors. This bilingual directory is a listing of all NOMS exhibitors and includes details such as links to their websites, a short description of their company along with icons identifying the subsectors in which they operate. Digital copies of the virtual directory can be downloaded by clicking on the images below.



Website

As per the recommendations following the 2019 PDAC event, the northernontariomining.com website was revamped to incorporate sections geared to both NOMS exhibitors, and attendees. The website is an excellent tool for promoting the event and serves as a one-stop location for exhibitors to access information regarding registration and participation for CIM and PDAC alike. The site highlights past successes and includes an FAQ, a downloadable exhibitor manual, an image gallery as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

Complementary Events

Events which encourage networking outside of show hours are very beneficial to the exhibitors. At CIM 2022, the NOMS cohosted an event with 48e Nord to encourage partnership development between delegates from Northern Ontario and Quebec. Note: although this event was not directly FedNor funded, it had a positive impact on the NOMS and is, therefore, worth noting).



Coordination



Contracting the services of an experienced event planner with sector knowledge and a large network is key to the success of the event. Given the timeline and that the planning team members have numerous portfolios and responsibilities, the support of a coordinator to assist in organizing the event helps ensure that things are kept on track. Markey Consulting has provided excellent service since 2015 in planning NOMS events at PDAC and now CIM.

Recommendations for 2023

With the generous support of FedNor, the steering committee will once again be hosting the Northern Ontario Mining Showcase at CIM in Montreal from April 30 – May 1, 2023. In order to ensure its success, we have identified the following recommendations.

Based on positive feedback in 2022, we will maintain the current layout and spacing of exhibitor kiosks and provide the opportunity for participants, while ensuring positioning is provides the maximum visibility to all participants. To ensure ongoing demand and maintain quality, the target number of participants will be set at a maximum of 50 exhibitors for the Montreal edition of CIM, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period of time.

Additional recommendations are as follows:

- Better coordination with CIM on pavilion placement to ensure the best visibility possible for all exhibitors (e.g. use of curtain around pavilion)
- Include a café with coffee service to draw attendees into the pavilion
- Enhance social media campaign with an onsite video and digital media team to build on presence at PDAC and continue to enhance audience engagement
- Coordinate additional meet and greet events (potential partner events)



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

July 28, 2022

Project Number: 851-514658

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

Dear Mayor Kidd:

Re: Contribution to The Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$412,000 towards organizing the Northern Ontario Mining Showcase at CIM 2023.

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

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

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

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2022.07.25 18:48:48 -04'00'

Lucie Perreault

Program Director

Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Ms. Airianna Leveille, Economic Development Officer

Subject: Right to Disconnect Policy

Report No.: CS-037-2022

Agenda Date: September 6, 2022

Attachments

Appendix 1- Draft Right to Disconnect Policy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-037-2022;
2. That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to adopt a Right to Disconnect Policy for consideration at the September 6, 2022 Regular Council meeting.

Background

Employers that employ 25 or more employees are required to have a written policy on disconnecting from work in place for all employees. They are also required to provide a copy of the written policy to all employees. These requirements were added to the Employment Standards Act, 2000 (ESA) on December 2, 2021. There is a special rule that applies in the first year of the requirement.

Analysis

The term “disconnecting from work” is defined in the ESA to mean not engaging in work-related communications, including emails, telephone calls, video calls or sending or reviewing other messages, to be free from the performance of work.

However, the ESA does not require an employer to create a new right for employees to disconnect from work and be free from the obligation to engage in work-related communications in its policies. Employee rights under the ESA to not perform work are established through other ESA rules.

The requirement relating to written policies on disconnecting from work applies to all employees and employers covered by the ESA. This includes the City of Temiskaming Shores.

An employer that is required to have a written policy in place must also provide a copy of the written policy to its employees **within 30 calendar days** of:

- the policy being prepared
- the policy being changed (if an existing policy is changed)

The employer must also provide a copy of the written policy to any new employees within 30 calendar days of the new employee being hired.

The draft Right to Disconnect Policy is attached as Appendix 1. While developing the policy, select municipalities' policies were reviewed in order to implement one that fit Temiskaming Shores.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Tammie Caldwell
Interim City Manager



Schedule “A” to

By-law No. 2022-135

RIGHT TO DISCONNECT POLICY

Policy Statement

The City of Temiskaming Shores understands that due to work-related pressures, the current landscape of work, or an employee's work environment or location, employees may feel obligated or choose to continue to perform their job duties outside their normal working hours. Work-related pressure and the inability to disconnect from the job can lead to stress and deterioration of mental health and overall well-being. This policy has been established to support employee wellness, minimize excessive sources of stress, and ensure that employees have the right to disconnect from their work outside their regularly scheduled hours. The City of Temiskaming Shores is committed to increasing overall employee health and wellness and providing employees with a better work-life balance.

Definition

Disconnect From Work means not engaging in work-related communications, including emails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.

Scope

This Policy applies to all City of Temiskaming Shores employees.

The Right to Disconnect

Employees have the right to disconnect from their job and any work-related tasks or communication outside of working hours without fear of reprisal.

Employees are encouraged to set clear boundaries between work and their personal lives.

The right to disconnect means that employees:

- Can and should stop performing their job duties and work-related tasks when they are not expected to work;
- Are not required to take work home with them to complete outside of regular working hours;
- Are not expected or required to respond to work-related communication outside their regular working hours, while on break, or during any paid or unpaid time off;
- Should take and use all of their scheduled breaks and time off entitlements for non-work-related activities; and
- Will not face repercussion or be penalized for not communicating or continuing to work outside of their regular working hours.

Employees must also be respectful of others' right to disconnect and should not expect their co-workers to respond, communicate, or complete work when not working.

Workload and Productivity

The City of Temiskaming Shores understands that employees may want or need to work outside their normal hours to meet a time-sensitive deadline, to attend to an urgent matter, or due to unforeseen circumstances; however, employees should not regularly or frequently work outside their scheduled hours to complete or catch up on work.

Breaks and Time Off

Breaks are provided in accordance with employment standards and are intended to provide employees with time to recharge and enable them to resume their regular work productively. Employees should take any scheduled or company-provided breaks during their shift. Employees should take time away from their work and refrain from responding or sending communication during breaks.

The City of Temiskaming Shores understands the importance for its employees to have personal time off. Employees are encouraged to use their accrued paid vacation time in full every year for rest, relaxation, and personal pursuits.

Mental Health Support

The City of Temiskaming Shores recognizes that the workplace plays a significant role in managing and supporting mental health and understands that deterioration of mental health and wellness can be triggered by excess pressures at work or at home and result in lowered work performance and harm to one's physical and mental condition.

Delivery of Essential/Critical Public Services

Due to operational needs, emergency responses and/or varying work schedules, it may not be feasible for employees to disconnect from work at certain times.

This includes but is not limited to the following circumstances:

- Critical staffing shortages due to illness
- Emerging operational needs
- Response to emergencies
- Business and operational needs requiring contact outside of normal working hours including specific and time limited events or needs and those who are on-call.

Subject: Construction Tender Award – New
Liskeard Landfill Expansion

Report No.: PW-026-2022

Agenda Date: September 6, 2022

Attachments

Appendix 01: EXP Report and Recommendation

Appendix 02: Draft Agreement (**Please refer to By-law No. 2022-136**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the expansion of the New Liskeard Landfill in the amount of \$ 2,721,977.50, plus applicable taxes, for consideration at the September 6th, 2022 Regular Council meeting.

Background

In December of 2021, staff received the Environmental Compliance Approval (ECA) for the expansion of the New Liskeard Landfill. This ECA outlines how the expansion of the landfill is to be constructed and operated.

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 Landfill. Part of the scope of work included preparation and release of the construction tender, evaluation and provide a tender report and recommendation.

The Tender was released on July 14, 2022 with a closing date of August 4, 2022.

Analysis

Two submissions were received related to the construction tender. EXP evaluated the submissions and provided staff with the tender report and recommendation which is outlined in Appendix 01.

This item was discussed at the Public Works Committee Meeting held on August 11, 2022. As a result, Staff is recommending that Council consider entering into a contractual

agreement with Pedersen Construction (2013) Inc. for the expansion of the New Liskeard Landfill in the amount of \$ 2,721,977.50, plus applicable taxes

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy
- 2022 Public Works Capital Budget

Consultation / Communication

- Public Works Committee Meeting – August 11, 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 ☐

Council approved the New Liskeard Landfill expansion as a multi-year project in the amount of \$ 4,000,000.00 during the 2022 budget deliberation process. \$ 3,000,000.00 is budgeted in 2022.

Climate Considerations

The climate lens was used to consider the impacts of the construction of the New Liskeard Landfill Expansion. Results indicate that the new landfill will reduce impact as environmental concerns were considered throughout the EA and ECA process.

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

Tammie Caldwell
City Manager (Interim)



August 8, 2022

The Corporation of the City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
P0J 1P0

Attention: Mr. Steve Burnett, Manager – Environmental Services

Re: New Liskeard Landfill Site Expansion
Tender Report and Recommendation
Project No. NWL-22004792-00

Dear Mr. Burnett,

EXP is pleased to present our review of the Quotations received on August 4th, 2022, for the above noted tendered project. A total of two (2) submission packages were received for the proposed work. Our review of the submissions is as follows.

A total of two (2) tender submissions were received, both were submitted prior to the 2:00 p.m. closing time as stated within the Tender package. The tender opening was held virtually at 2:30 p.m. and was attended by representatives from both parties submitting responses, City representatives and EXP.

First, the submission received from **James Lathem Excavation Limited** was reviewed for completeness of the package. The following are our comments:

- The submission included a Bid Bond in the amount of ten (10) percent of the Tender price, as well as a Consent of Surety for a Performance Bond and Labour and Material Bond in the amount of one hundred (100) percent of the Contract Price.
- The submission included a list of Sub-contractors that are proposed for the project.
- The submission included a list of Equipment and Labour available to work on the project. Labour rates were included, however, there was no indication of the Equipment rates that would be used should additional work be required.
- The Form of Tender did not include individual Unit Prices for any of the Items. In most instances the "Total Cost" extensions were a Lump Sum of "like" items under the "main" Tender Item. (i.e. Item 5 – Granular "A" was the total of Item No. 5.1 - "In Roadways" and 5.2 – "In Sorting Area" with no Unit Price shown.

The quoted price submitted by James Lathem Excavation Limited was \$2,966,187.13 (excluding HST). This total has been verified with the information provided by the addition of all values provided in the “TOTAL” column, the PROVISIONAL ITEM total and the CONTINGENCY ALLOWANCE amount.

Second, the Quotation received from **Pedersen Construction (2013) Inc.** was reviewed for completeness of the package. The following are our comments:

- The submission included a Bid Bond in the amount of ten (10) percent of the Tender price, as well as a Consent of Surety for a Performance Bond and Labour and Material Bond in the amount of one hundred (100) percent of the Contract Price.
- The submission indicated that the Contractor may be using their “Own Forces” to complete the work proposed for the project.
- The submission included a list of Equipment and Labour available to work on the project. Labour rates and Equipment rates were included, to be used should additional work be required.
- The Form of Tender included individual Unit Prices for each Item Number and were extended, as required, to provide a separate total.

The quoted price submitted by Pedersen Construction (2013) Inc. was \$2,721,977.50 (excluding HST). This total has been verified with the information provided by the addition of all values provided in the “TOTAL” column, the PROVISIONAL ITEM total and the CONTINGENCY ALLOWANCE amount.

The significant finding during the review of the submissions, is that the information provided in the Form of Tender, completed by James Lathem Excavation Limited, would be considered incomplete in that Unit Prices for the tender items have not been provided. Some of the tender items “Total Cost” (Unit Prices not being available) appear as though there may be some unbalanced or irregular pricing.

The Form of Tender completed by Pedersen Construction (2013) Inc. provided a detailed cost for each item (including unit cost).

Based on our review, EXP would recommend that the Corporation of the City of Temiskaming Shores consider entering into an Agreement with Pedersen Construction (2013) Inc. for the Expansion of the New Liskeard Landfill Site at a tendered price of \$2,721,977.50 (excluding HST).

EXP Services Inc.

City of Temiskaming Shores
NWL-22004792-00
Date: August 8, 2022

Respectfully submitted,

EXP Services Inc.,

A handwritten signature in blue ink, appearing to read "G. Walsh", with a stylized flourish extending to the right.

G. Douglas Walsh, C.E.T.
Project Manager

Distribution: Project File

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: September 6, 2022
Subject: General Parks Guidelines
Attachments: Proposed General Parks Guidelines

Mayor and Council:

To ensure safe use of City parks and greenspaces and to limit risk and liability to the City, staff are proposing to pass a general parks by-law.

The general parks by-law will ensure there are clear rules set by the municipality forbidding the public from removing, damaging, or defacing items within parks such as trees, and structures. It will also set a general closing time for all City designated parkland from 11pm to 5am each day.

The Recreation Committee considered the proposed bylaw at its regular meeting on August 8, 2022. After discussion the committee passed the following recommendation:

*Recommendation RS-2022-030
Moved by: Robert Ritchie*

*Be it resolved that:
The Recreation Committee hereby recommends that council consider adopting the proposed general parks by-law as presented at the August 8 Recreation Committee Meeting.*

CARRIED

Upon adoption from council, staff will undertake the creation and installation of appropriate signage to be placed at all City parkland notifying the public of the by-law.

Therefore, staff are recommending that Council approve the draft by-law.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Tammie Caldwell
Interim City Manager



Schedule “A” to

By-law No. 2022-137

General Parks Guidelines By-Law

Part 1 – Definitions of Words and Phrases

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this by-law.

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders and the past, present, or future tense or other related form of defined term shall have the same meaning as the defined term.

The words defined in this section have the following meaning for the purposes of this by-law.

1.1 Damaging property shall mean any and all of the following:

- (i) remove or damage any plant, shrub or flower
- (ii) climb, remove or damage any tree or fence
- (iii) climb, remove or damage any bench, seat, table, monument or sign
- (iv) climb, deface or damage any bridge, underpass, wall or similar structure
- (v) deface or damage any building; or
- (vi) deface or damage any other property of the Corporation of the City of Temiskaming Shores

1.2 Officer means an OPP Officer, City By-law Enforcement officer and any Provincial Offenses officer designated as such pursuant to the Provincial Offenses Act;

1.3 Parking Area means an area that is physically laid out and improved for the purpose of parking vehicles or that is designated by an official sign for that purpose in or on City parkland;

1.4 Parkland means any and all land owned by or made available by lease, agreement or otherwise to the City that:

- (i) has been or hereafter may be set apart, designated, dedicated or established by the City as public parkland or public parking area.

1.5 Posted Area means any area that is posted by sign, notice or other device for a specific purpose or to restrict certain activities in or on City parklands under the authority of this by-law;

1.6 Property means any and all buildings, structures, equipment, trees, shrubs, displays, benches, tables, playground apparatus, shelters, washrooms, fencing, lighting, parking areas or other such properties that may be placed or erected within parkland;

Part 2 – Conduct of Persons using Parks or Properties

- 2.1** No person shall damage property within parkland.
- 2.2** No person shall within parkland, except in conjunction with an event or competition affiliated with the City of Temiskaming Shores;
- (i) Possess an air gun, firearm, gas operated or spring-operated gun, archery equipment or catapult; or
 - (ii) Fire or discharge any torpedo, rocket or fireworks.
- 2.3** No person shall urinate within parkland, except within the appropriate receptacles in public conveniences.
- 2.4** No person shall defecate within parkland, except within the appropriate receptacles in public conveniences.
- 2.5** No person shall within parkland contravene any Federal, Provincial or Municipal law.
- 2.6** No person shall engage in any activity in posted areas that is prohibited by the posted sign, notice or other device.
- 2.7** Upon a by-law enforcement officer identifying himself or herself and advising a person that the by-law enforcement officer suspects the person of having contravened any provisions of this section, the person shall identify himself or herself to the by-law enforcement officer.
- 2.8** No person shall operate any motor vehicle in a public park unless authorized to do so or unless such vehicle is owned or operated by the City for the purpose of maintenance of such park or the enforcement of by-laws.
- 2.9** Motor Vehicles shall be exempt from section 2.8 while operated on the designated driveways within Bucke Park.

Part 3 – Temporary Removal from Parkland Property

- 3.1** An officer may order a person off all parkland property for a period of 24 hours when the officer suspects a person of having violated any subsection or subsections of the previous section of this by-law.

- 3.2** No person shall be present in any Park between 11 p.m. and 5:00 a.m. and noncompliance of this will be deemed trespassing except when as a participant or spectator of any function approved by the City. Upon the completion of such function every person shall promptly leave the Park.
- 3.3** Bucke Park Campground shall be exempt from the rules within Part 3, Section 3.2
- 3.4** No person, having been ordered off all parkland property, shall remain on parkland property

Part 4 – General

Any part of this by-law found to be illegal shall be severed from the balance of the by-law

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: September 6, 2022
Subject: Don Shepherdson Memorial Arena Project Update
Attachments: Contract Change Orders No.1 to 8

Mayor and Council:

City staff continue to move the Don Shepherdson Memorial Arena Accessibility Project towards completion in conjunction with our contractor G & S Enterprises and our consultant Greenview Environmental.

Since construction began, staff have approved eight change orders totalling \$38,394.49.

CCO #1 was for \$693.00 and included additional electrical demolition of an electrical pedestal within the staff room.

CCO#2 was for \$2,850.00 and included the replacement of existing wall and floor grilles within the contract limits.

CCO #3 was for \$2,750.00 to remove and replace two sections of the lobby floor which was not able to be ground to an appropriate levelness in relation to the surrounding floor.

CCO #4 was for \$5,830.00 to repair damages to the in-floor duct between the lobby washrooms and the staff room.

CCO#5 was for \$2,705.00 to repair the mechanical room sink which was not properly plumbed into the main drain line.

CCO #6 was for \$3,055.00 for small changes to the plumbing for the lobby fountain and vent piping through the exterior wall that were needed after demolition of the existing washrooms.

CCO #7 was for \$4,928.00 to make modifications to the door operators for door number D4 to add an additional door operator so both doors would open at the same time.

CCO #8 was for \$15,583.49 and included modifications to the design of the front vestibule and related exterior works due to unknown conditions of the subsurface material not known until demolition was completed.

All contract change orders were less than 5% of the total contract cost and within the approval authority of staff.

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

Mathew Bahm
Director of Recreation

"Original signed by"

Tammie Caldwell
Interim City Manager

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: July 11, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Additional Electrical Demolition

Reference: PC 01 (Jun10-22)
Contractor Quotation (Jun29-22; attached)


Change Description:
Demolition of electrical pedestal in staff lunch room.

Change in Contract Price
This change increases (decreases) the Contract Price by: \$ 693.00

Change in Contract Time:
This change increases (decreases) the Contract Time by: Zero (0) Working Days

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited


Approved by Owner:

Date: July 11, 2022

X 
City of Temiskaming Shores

Approved by Contractor:

Date: July 11th 2022

X 
G&S Enterprises Limited

Distribution:

Contractor

Owner

Mike Pilon, Chief Building Official, City of Temiskaming Shores

Suppa Engineering

Greenview Environmental Management



Enterprises Limited

Quotation

DATE 6/29/2022

437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

Quotation # 345

Quotation For: Don Shepherdson Arena

Quotation valid until: 7/29/2022

CO #01 - Pedestal Electrical Disconnect

Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	Cost to remove pedestal. Investigate wiring and trace back to panel. Disconnect electrical from panel and cut short for no future use.	\$ 693.00	T	\$ 693.00
SUBTOTAL				\$ 693.00
TAX RATE				13.00%
SALES TAX				\$ 90.09
TOTAL				\$ 783.09

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!

Change Order 02

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: August 03, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Replacement of Pre-Existing HVAC Grilles

Reference: PC 02 (Jun29-22)
Contractor Quotation #360 (Jul07-22; attached)

Change Description:

Replacement of existing wall and floor grilles within contract limits.
Grille colour to be white. Owner to paint selected grilles prior to installation by Contractor.

Change in Contract Price

This change increases (decreases) the Contract Price by: \$ 2,850.00

Change in Contract Time:

This change increases (decreases) the Contract Time by: Zero (0) Working Days

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited


Approved by Owner:

Date: Aug 3, 2022

X 
City of Temiskaming Shores

Approved by Contractor:

Date: Aug 3rd 2022

X 
G&S Enterprises Limited

Distribution:

Contractor
Owner
Mike Pilon, Chief Building Official, City of Temiskaming Shores
Suppa Engineering
Greenview Environmental Management



**437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559**

**DATE 7/7/2022
Quotation # 360**

Quotation For: Don Shepherdson Arena

Quotation valid until: 8/6/2022

CO #02 - Supply and install of new wall and floor grilles

*Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca*

Comments or Special Instructions:

Standard colours are Brown or White. If Black is wanted for the floors, we will have to hand paint them as our Mechanical supplier cannot get these.

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	Supply and install of New floor and wall grilles. (19 Total)	\$ 2,850.00	T	\$ 2,850.00
3	10" X 24" FLOOR RETURN GRILLE, BROWN			
3	10" X 30" FLOOR RETURN GRILLE, BROWN			
1	6" X 14 " FLOOR RETURN GRILLE, BROWN			
1	10" X 12" S500 FLOOR RETURN GRILLE, BROWN			
1	2 1/4" X 14" FLOOR REGISTER, BROWN			
2	4" X 10" FLOOR RETURN GRILLE, BROWN			
1	10" X 20" S500 FLOOR RETURN GRILLE, BROWN			
1	8" X 24" FLOOR RETURN GRILLE, BROWN			
3	8" X 18" S500 FLOOR RETURN GRILLE, BROWN			
1	10" X 24" SIDEWALL GRILLE, WHITE			
1	8" X 24" SIDEWALL RETURN GRILLE, 3/16" FLANGE WHITE			
1	10" X 20" WALL RETURN REGISTER, WHITE			
SUBTOTAL				\$ 2,850.00
TAX RATE				13.00%
SALES TAX				\$ 370.50
TOTAL				\$ 3,220.50

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: July 15, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Removal of Remnant Masonry Foundation Walls in Lobby

Reference: PC 03 (Jun29-22)
Contractor Quotation #360 (Jul06-22; attached)

Change Description:

Demolition of remnant wall foundations in Lobby floor.

Change in Contract Price

This change increases (decreases) the Contract Price by: \$ 2,750.00

Change in Contract Time:

This change increases (decreases) the Contract Time by: Zero (0) Working Days

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited

Approved by Owner:

Date: 2022-07-15

X Mathew Bahm
City of Temiskaming Shores

Approved by Contractor:

Date: 2022-07-19

X P. McInnis
G&S Enterprises Limited

Distribution:

Contractor
Owner
Mike Pilon, Chief Building Official, City of Temiskaming Shores
Suppa Engineering
Greenview Environmental Management



437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

DATE 7/6/2022
Quotation # 360

Quotation For: Don Shepherdson Arena

Quotation valid until: 8/5/2022

CO #03 - Removal of Remnant Masonry Foundation

Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	Cost to trench concrete - 15-20ft and re-float area with concrete. Labour @ \$75.00 pr hr	\$ 2,400.00	T	\$ 2,400.00
1	Concrete Material	\$ 350.00	T	\$ 350.00
SUBTOTAL				\$ 2,750.00
TAX RATE				13.00%
SALES TAX				\$ 357.50
TOTAL				\$ 3,107.50

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: August 25, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Duct Repair

Reference: PC 04 (Jul26-22)
Contractor Quotation #345 R2 (Aug24-22; attached)

Change Description:

Refer to PC 04 and associated communications.

Change in Contract Price

This change increases (decreases) the Contract Price by: \$ 5,830.00

Change in Contract Time:

This change increases (decreases) the Contract Time by: Zero (0) Working Days

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited

Approved by Owner:

Date: August 25, 2022

X Mathew Bahm
City of Temiskaming Shores

Approved by Contractor:

Date:

X
G&S Enterprises Limited

Distribution:

Contractor

Owner

Aaron Huet, Building Official, City of Timmins (on behalf of Owner)

Mike Pilon, Chief Building Official, City of Temiskaming Shores

Suppa Engineering

Greenview Environmental Management



437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

DATE 8/24/2022
Quotation # 345 R2

Quotation For: Don Shepherdson Arena

Quotation valid until: 9/23/2022

CO #04 - Repair underslab ducts

Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	North run - New 6" 26 Gauge PVC Coated Duct with install	\$ 2,400.00	T	\$ 2,400.00
1	North Run - Labour	\$ 1,050.00	T	\$ 1,050.00
1	South Run - Clean out duct and re-tape as per CO	\$ 800.00	T	\$ 800.00
1	South Run -Labour	\$ 450.00	T	\$ 450.00
1	Additional Concrete and prep	\$ 600.00	T	\$ 600.00
1	O/P	\$ 530.00	T	\$ 530.00
SUBTOTAL				\$ 5,830.00
TAX RATE				13.00%
SALES TAX				\$ 757.90
TOTAL				\$ 6,587.90

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: August 09, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Mechanical Room Sink Sanitary Drainage

Reference: PC 05 (Jul28-22)
Contractor Quotation #350 (Aug08-22; attached)

Change Description:

To install replace existing sanitary drain works from existing mechanical room lavatory/utility sink, and replace accordingly to connect into sanitary main currently exposed in main corridor in accordance with OBC. Existing drain works to be decommissioned and sealed appropriately.

Change in Contract Price

This change increases (decreases) the Contract Price by: \$ 2,705.00

Change in Contract Time:

This change increases (decreases) the Contract Time by: Two (2) Working Days

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited

Approved by Owner:

Date: August 9, 2022

X Mathew Bahm
City of Temiskaming Shores

Approved by Contractor:

Date: August 9th 2022

X P. McInnis
G&S Enterprises Limited

Distribution:

Contractor

Owner

Aaron Huet, Building Official, City of Timmins (on behalf of Owner)

Mike Pilon, Chief Building Official, City of Temiskaming Shores

Suppa Engineering

Greenview Environmental Management



437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

DATE 8/8/2022
Quotation # 350

Quotation For: Don Shepherdson Arena

Quotation valid until: 9/7/2022

CO #05 - Mechanical Room Lavatory Drain

Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

Please add 2 days to the contract for this CO.

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
12	Concrete removal and reinstallation - Labour (\$75.00 per hour)	\$ 75.00	T	\$ 900.00
1	Concrete Material	\$ 250.00	T	\$ 250.00
1	Plumbing Labour	\$ 1,155.00	T	\$ 1,155.00
1	Plumbing Material	\$ 400.00	T	\$ 400.00
SUBTOTAL				\$ 2,705.00
TAX RATE				13.00%
SALES TAX				\$ 351.65
TOTAL				\$ 3,056.65

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!



Kohut Electric
41 Station Road
Kirkland Lake, ON
P2N 3L1
Phone: 705 567 3396
Fax: 705 567 3398
Email: info@kohutelectric.com



To: G&S

We are pleased to submit our quote for the supply and installation of the following equipment.

Mechanical room lavatory sanitary drain ran to the main trunk line with system 15 pipe and secured safely then tested and verified.

Labour 8 hours	\$840
Travel 2 hours	\$210
157km@ .75	\$N/C
Materials	\$367

\$1,417 + HST

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: August 24, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Plumbing Connections in Main Washrooms

Reference: PC 06 (Jul28-22)
Contractor Quotation #360 (Aug23-22; attached)

Change Description:

1. Relocate hallway fountain or conceal/protect fountain water services within masonry wall.
2. Modify existing 3" diameter plumbing vent piping on west wall to be concealed within new partition wall in accordance with code. Vent new plumbing services through newly-modified 3" vent concealed in west exterior wall.
3. Remove hose bibb in exterior wall and fill any openings with cementitious parging with colour to match adjacent.

Change in Contract Price


This change increases (decreases) the Contract Price by: \$ **3,055.00**

Change in Contract Time:

This change increases (decreases) the Contract Time by: **Zero (0) Working Days**

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited


Approved by Owner:

Date: August 24, 2022

X 
City of Temiskaming Shores

Approved by Contractor:

Date: August 25, 2022

X 
G&S Enterprises Limited

Distribution:

Contractor

Owner

Aaron Huet, Building Official, City of Timmins (on behalf of Owner)

Mike Pilon, Chief Building Official, City of Temiskaming Shores

Suppa Engineering

Greenview Environmental Management



437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

DATE 8/23/2022
Quotation # 360

Quotation For: Don Shepherdson Arena

Quotation valid until: 9/22/2022

CO #06 - Plumbing Connections in Mens/womens washrooms

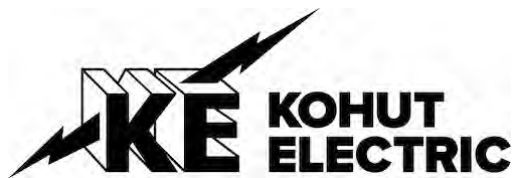
Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	Kohut Material	\$ 900.00	T	\$ 900.00
1	Kohut Labour	\$ 1,680.00	T	\$ 1,680.00
2	G&S Labour 2hrs	\$ 75.00	T	\$ 150.00
1	G&S Material	\$ 50.00	T	\$ 50.00
1	O/P	\$ 275.00	T	\$ 275.00
SUBTOTAL				\$ 3,055.00
TAX RATE				13.00%
SALES TAX				\$ 397.15
TOTAL				\$ 3,452.15

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!



60 Hudson Bay PO Box 1028
Kirkland Lake , Ontario P2N2J2
(705) 567-3396
info@kohutelectric.com

Estimate

ESTIMATE#

84009812

DATE

08/22/2022

PO#

CUSTOMER

G&S Service Master Restore
31 Churchill Drive
Kirkland Lake ON P2N 1T8
(705) 360-5559

SERVICE LOCATION

G&S Service Master Restore
31 Churchill Drive
Kirkland Lake ON P2N 1T8
(705) 360-5559

DESCRIPTION

Plumbing Connections in Men's/Women's (main) Washrooms

Estimate

Description	Qty	Rate	Total
Materials misc material including but not limited to glue, traps, straps, hardware, gloves, rags, masks, cleaner, etc	1.00	200.00	200.00
Materials Pipe	1.00	450.00	450.00
Materials fittings	1.00	250.00	250.00
Labour	16.00	105.00	1,680.00
HST		13.00%	0.00

CUSTOMER MESSAGE

Due to COVID 19, pricing and material is based on the date of this estimate, you will be notified if there are any changes in pricing based on availability at time of order. ***Financing available on approved credit***

HST and permits additional to cost.

- ECRA/ESA 7004855
- TSSA 000377251
- HST #102870037RT001

Estimate Total:

\$2,580.00

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: August 24, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Additional Power Door D4 Operator

Reference: PC 07 (Jul29-22)
Contractor Quotation #350 R1 (Aug24-22; attached)

Change Description:

Installation of one (1) additional door operator at south double door D4 location from ice surface area into Change Room area under bleachers (refer to Detail 3/101).

Consistent with other D4 door locations, one (1) push button activates two (2) door operators. Maintain control button location as per drawings. Modifications to door hardware to be included.

Note: electrical drawings indicate power service to two (2) operators in subject location.

Change in Contract Price

This change increases (decreases) the Contract Price by: \$ **4,928.00**

Change in Contract Time:

This change increases (decreases) the Contract Time by: **Zero (0) Working Days**

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited


Approved by Owner:

Date: August 24, 2022

X 
City of Temiskaming Shores

Approved by Contractor:

Date: August 25, 2022

X 
G&S Enterprises Limited

Distribution:

Contractor

Owner

Aaron Huet, Building Official, City of Timmins (on behalf of Owner)

Mike Pilon, Chief Building Official, City of Temiskaming Shores

Suppa Engineering

Greenview Environmental Management



437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

DATE 8/24/2022
Quotation # 350 R1

Quotation For: Don Shepherdson Arena

Quotation valid until: 9/23/2022

CO #07 - Additional Operator for Double door (D4) to Changerooms

Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	Supply of Sim pair operator	\$ 3,655.00	T	\$ 3,655.00
1	Labour to install	\$ 775.00	T	\$ 775.00
1	Additional Header Support in HM frame	\$ 50.00	T	\$ 50.00
1	10% - O/P	\$ 448.00	T	\$ 448.00
SUBTOTAL				\$ 4,928.00
TAX RATE				13.00%
SALES TAX				\$ 640.64
TOTAL				\$ 5,568.64

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!



Clear Cut Glass & Aluminum Inc.

183 Government Rd S.
Timmins, ON P4R 1N4

Estimate

Date	Estimate #
2022-08-02	1165

Name / Address
Don Shepherdson arena

project

GST/HST No. 837167584

Description				Qty	Rate	Total
Supply and install 1- new sim pair operator with 2- push buttons Material : operator , push buttons \$3.655 Labour: \$775 <						

Project: Accessibility Upgrades – Don Shepherdson Memorial Arena
Contract# RS-RFT-002-2022
75 Wellington Street South, New Liskeard, ON

Date: August 24, 2022

Owner: City of Temiskaming Shores

Contractor: G&S Enterprises Ltd.

Greenview File: 107.22.003

In accordance with the Contract, the following is an amendment to the Contract stating the agreement between the Owner and Contractor upon a change in the Work and adjustments to the Contract Price and/ or Contract Time. Do NOT proceed with the Work under this change without the signed Change Order from the Owner.

Title: Exterior Works

Reference: PC 08 (Aug04-22)
Contractor Quotation #360 R1 (Aug24-22; attached)

Change Description:

As per PC 08, and related communications.

Change in Contract Price

This change increases (decreases) the Contract Price by: \$ 15,583.49

Change in Contract Time:

This change increases (decreases) the Contract Time by: Eight (8) Working Days

Recommended by Consultant:

Tyler Peters, P.Eng.
Project Director

X 
Greenview Environmental Management Limited

Approved by Owner:

Date: August 24, 2022

X Mathew Bahm
City of Temiskaming Shores

Approved by Contractor:

Date: August 25, 2022

X P McInnis
G&S Enterprises Limited

Distribution:

Contractor

Owner

Aaron Huet, Building Official, City of Timmins (on behalf of Owner)

Mike Pilon, Chief Building Official, City of Temiskaming Shores

Suppa Engineering

Greenview Environmental Management



437 Cedar Street South
Timmins, Ontario, P4N2H9
705-360-5559

DATE 8/24/2022
Quotation # 360 R1

Quotation For: Don Shepherdson Arena

Quotation valid until: 9/23/2022

CO #08 - Exterior Work

Prepared by: Patrick McInnis
705-262-9144
Pat.mcinnis@eastlink.ca

Comments or Special Instructions:

Please add 8 days to the contract for this CO

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
30	Demolition 3 guys 1 day	\$ 75.00	T	\$ 2,250.00
8	Supervisor hours - \$95 for 8hrs	\$ 95.00	T	\$ 760.00
12	Replace rotten 2x8 beam - 2 guys @ 6hrs	\$ 75.00	T	\$ 900.00
16	Cut/Install new insulation on west elevation - 2 guys 8 hrs	\$ 75.00	T	\$ 1,200.00
14	Supply and install OSB Sheathing over insulation - 2 guys 7 hrs	\$ 75.00	T	\$ 1,050.00
10	Supply and install Blue skin over OSB - 2 Guys 5hrs	\$ 75.00	T	\$ 750.00
10	Supply and install Furring and White Soffit under canopy - 2 Guys 5 hours	\$ 75.00	T	\$ 750.00
1	Labour - Material Pick up and drop off	\$ 250.00	T	\$ 250.00
1	Disposal	\$ 300.00	T	\$ 300.00
2	Lift rental per day	\$ 250.00	T	\$ 500.00
1	O/P on own labour	\$ 871.00	T	\$ 871.00
1	MATERIAL \$5456.81 plus O/P	\$ 6,002.49	T	\$ 6,002.49
SUBTOTAL				\$ 15,583.49
TAX RATE				13.00%
SALES TAX				\$ 2,025.85
TOTAL				\$ 17,609.34

If you have any questions concerning this quotation, don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!



Earlton Country Store Inc.
Earlton TIMBER MART #6665
69 10th Ave
PO Box 10
Earlton ON P0J 1E0
705-563-2671 / 1-877-557-2315
Fax: 705-563-2470



QUOTE

2208-081832 R1 PAGE 1 OF 1

SOLD TO
TBK CONSTRUCTION INC. C/O ETIENNE RIVARD 88 12TH ST. P.O. BOX 483 EARLTON ON P0J 1E0

JOB ADDRESS
TBK CONSTRUCTION INC. C/O ETIENNE RIVARD 88 12TH ST. P.O. BOX 483 EARLTON ON P0J 1E0 705-650-1156

ACCOUNT	JOB
2392	0
CREATED ON	08/08/2022
EXPIRES ON	08/15/2022
BRANCH	1000
CUSTOMER PO#	ARENA
STATION	ST56
CASHIER	RL
SALESPERSON	SG
ORDER ENTRY	RL
MODIFIED BY	RL

THANK YOU FOR SHOPPING AT
EARLTON TIMBER MART! VISIT US
AT WWW.EARLONTIMBERMART.CA

Item	Description	D	Quantity	U/M	Price	Per	Amount
2345	SOFFIT 18 3 VENT 10' WHT		9 18	EA	38.4806	EA	346.32
2502	ALUM 3/4 J TRIM 12' WHITE		5	EA	13.2080	EA	66.04
1416	1x4x16 SPF Dimensional Lumber (Strapping)		6	PCS	10.8117	PCS	64.87
58480	OSB 5/8" SQ.4X8 19/32"		25	SHT	49.0184	SHT	1,225.46
2816	2x8x16 SPF Dimensional Lumber		6	PCS	44.3700	PCS	266.22
196255	ROCKWOOL R2215 39.8SQFT		14	BAG	98.6136	BAG	1,380.59
196233	ROCKWOOL R1415 59.7 SQFT		10	BAG	98.6150	BAG	986.15
NSITEM	BLUESKIN SA 12"x75'		12 18	EA	65.6300	EA	787.56
MB-AQUATAC	PRIMER FOUNDATION 3.78LAQUATAC BAKOR		3	EA	111.1900	EA	333.57
GST/HST #837814110					Subtotal		5456.81
Estimate only and price is subject to change. Customer needs to confirm items and quantities prior to ordering with their builder, local building department or engineer as required. Earlton TIMBER MART is not responsible for any errors or omissions.					HST 780.00	Sales Tax	709.38
						Total	6,166.19

Buyer: ETIENNE RIVARD

Signature

**Subject: Lease Agreement – Don
Shepherdson Memorial Arena
Concession**

Report No.: RS-017-2022

Agenda Date: September 6, 2022

Attachments

Appendix 01: RFP Submission and Scoring Summary

Appendix 02: Draft Lease Agreement (**Refer to By-Law No. 2022-138**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-017-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Amber Regan for the operation of the Don Shepherdson Memorial Arena Concession from October 1, 2022 to April 30, 2023 for consideration at the September 6, 2022 Regular Council meeting.

Background

Current lease agreement for the concession expired on April 30, 2022. Staff engaged with the previous lease holder who declined their right to extend the previous agreement.

Staff released an RFP for both the DSMA and SHSMA concessions on June 6, 2022, with advertisements on the city's website, social media and within the Bulletin. That RFP closed on June 29, 2022, with no submissions received. Staff reissued the RFP on July 8, 2022 with a new submission deadline on August 2, 2022.

Analysis

The City received one bid by the August 2, 2022 deadline for only the DSMA concession. Staff reviewed the submission in accordance with the RFP scoring guidelines (Appendix 01) and completed the necessary scoring rubric.

A draft lease agreement for the use of the space is attached as Appendix 02. The lease agreement outlines all covenants for both parties including the provision of Amber Regan providing the City with a copy of their insurance policy naming the City as an additional insured.

At the end of the term, the City may seek proposals for the space should it be in the best

interest of the City or consider a term extension as per the provisions of the proposed agreement.

Relevant Policy / Legislation / City By-Law

- 2022 Municipal Operations Budget
- By-Law No. 2017-015, Procurement Policy

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 ☐

Revenues during the term of the lease agreement will be \$250 per month.

Climate Considerations

The climate lens was used to consider the impacts of this procurement. Based upon the results of the climate lens, there are no anticipated adverse climate effects associated with this procurement.

Alternatives

Council could direct staff cancel this procurement.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Tammie Caldwell
Interim City Manager

Document Title: **RS-RFP-004-2022 "Arena Concession Operations"**


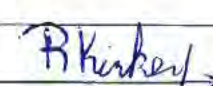
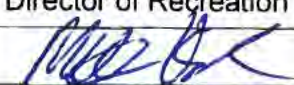
Closing Date: **Tuesday, August 2, 2022**

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

Department: **Recreation**

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

Attendees via teleconference: **705-672-2733 Ext. 4000**
City of Temiskaming Shores:

Kelly Conlin Deputy Clerk	Rebecca Kidd, Deputy Clerk	Mathew Bahm Director of Recreation
		

Others (teleconference):

--	--	--

Submission Pricing
Bidder: *Amber Reagin*

Description	Amount
Monthly Payment (DSMA Concession)	\$ <i>250.00</i>
Proposed Term (1-5 years)	<i>1 year</i>
Monthly Payment (SHSMA Concession)	\$
Proposed Term (1-5 years)	

Bidder:

Description	Amount
Monthly Payment (DSMA Concession)	\$
Proposed Term (1-5 years)	
Monthly Payment (SHSMA Concession)	\$
Proposed Term (1-5 years)	

Bidder:

Description	Amount
Monthly Payment (DSMA Concession)	\$
Proposed Term (1-5 years)	
Monthly Payment (SHSMA Concession)	\$
Proposed Term (1-5 years)	

Bidder:

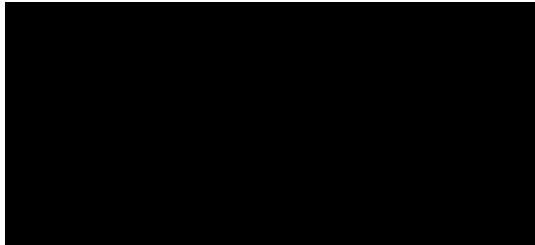
Description	Amount
Monthly Payment (DSMA Concession)	\$
Proposed Term (1-5 years)	
Monthly Payment (SHSMA Concession)	\$
Proposed Term (1-5 years)	

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.

Rs-RFP-004-2022

Prepared by :

Amber Regan



July 20th, 2022

New Liskeard, ON

SECTION A

I, Amber Regan, am applying for the concession located in the Don Shepherdson Memorial Arena. For background information on myself, for the past 5 summers, I have been working in Chipstands, such as the Lunch Truck (2020-2022 ; 11 May Street New Liskeard) and Big Scoops (2018-2019, 1 Fleming Drive New Liskeard). Furthermore, throughout the past winter seasons (2020-2021), I have worked in the concession stand in the New Liskeard Arena. There were approximately 5-10 employees on staff among myself at both places of employment. Working as part of a team is one of my strong suits. A contact person for these particular work experiences : Josee Dupuis [REDACTED]. Speaking for myself, to reduce waste long term, I intend to reduce the amount of disposable items provided through my business. On top of recycling, instead of offering packets of condiments, I will provide bottles/shakers for items such as ketchup, vinegar, etc. I will also have one bottle of coffee creamer for everyone's use rather than providing disposable packets. I will also reduce my use of items such as ziplocs and lean towards reusable containers for fridge storage.

Throughout the years of working in food-service areas, I have learned a lot about customer satisfaction and how to accomodate customers with different needs (i.e. serving a customer who is unable to communicate in English, or unable to ambulate themselves up a flight of stairs to place an order). To add on, I have my Food Handler's Certificate and I am willing to obtain any other certification necessary to run a business in the concession.

SECTION B

As I am unemployed throughout the winter season (my job at the Lunch Truck is seasonal from end of Spring to early Fall), I am prepared to open and work at the concession on all major events and even multiple times a week for hockey/figure skating practices. If the demand is there, the canteen will be open. I will offer a large variety of items, and I plan to incorporate 25% of menu items to be *healthy choices*. Menu item examples consist of :

Breakfast :

- Breakfast sandwiches
- Pancakes
- Hashbrown
- Yogurt Parfaits
- Bagels
- Toast

Lunch & Supper

- Fries
- Poutine
- Chicken Fingers / Chicken Burger
- Chicken Wraps
-

Snacks :

- Fruit Cups (assorted fruits ready-to-go)
- Fresh Fruit (apple, bananas, oranges, etc)
- Peanuts, Granola Bars, Bear Paws, Rice Krispie Squares
- Assortment of Chocolate Bars & candy bags
- Grilled Cheese
- Yogurt tubes (out of the fridge, or frozen)
- Muffins
- Cookies
- Mini bags of chips

Beverages :

- Coffee

- Assortment of Teas
- Hot Chocolate, French Vanilla
- Water
- Milk & Chocolate Milk
- Gatorade/powerade
- Variety of Carbonated Drinks
- Smoothies
- Slushies

Specials, such as :

- Lasagna
- Tacos
- Burgers
- Chili
- Pasta

In the vending machines :

- Chips
- Chocolate bars
- Peanuts

The food preparation will be solely done at the canteen in question. I also plan on making as many menu items as I can homemade (such as muffins, cookies, rice krispie squares, etc.). Furthermore, I intend to place stickers on any food items that may contain allergens (such as peanut butter, sesame, etc). I also intend on bringing a bilingual worker to my team to accommodate a potential language barrier.

Request for Proposal Evaluation

RS-RFP-004-2022

Appendix 01 - Evaluation of Submissions

RS-RFP-004-2022

Arena Concessions

Category	Submission Scores		Maximum Total Points
	Amber Regan		
Mandatory Information			
Proponent has completed the form of quotation fully.	Pass		Pass/Fail
Proponent Background			
Individual/Business background and experience	12		20
Service Proposed			
Proposed service to be offered including proposed operation dates, proposed hours of operation and proposed menu	15		25
Overall Proposal			
Proposal shows a detailed understanding of the RFP, is complete, feasible and clear.	18		25
Proposed Fee			
Total yearly fee to be provided to the City of Temiskaming Shores for exclusive use of the concession. Cost estimates are evaluated for completeness and highest is scored 30 points, next 25 points, etc. The 6th and subsequent proposals will all be scored 5. Prices within a small differential will be scored as equal. Fees will be evaluated on each individual concession.	30		30
Weighted Summary (Totals):		75	100

Reviewed and Approved by: Matt Bahm

Signed:

Dated: Aug 8, 2022

The Corporation of the City of Temiskaming Shores

By-law No. 2022-134

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2022 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow from April 30 – May 3, 2023 (Project No. 851-514658)

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Administrative Report No. CS-036-2022 at September 6, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario the Northern Ontario Mining Showcase at the 2023 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow held in Montreal from April 30 – May 3, 2023, in the amount of \$412,000 for consideration at the September 6, 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 a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2023 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow held in Montreal from April 30 – May 3, 2023, in the amount of \$412,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments

do not create any financial liability for the City that is beyond a budget approved by Council.

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 6th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-134

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 851-514658



Government
of Canada

Gouvernement
du Canada

FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-514658

THIS AGREEMENT made as of: July 28, 2022

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

**The Corporation of the City of Temiskaming Shores
(the "Recipient")**

WHEREAS in response to an application from the Recipient received May 27, 2022, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before July 1, 2022 (the "Commencement Date") and is completed on or before June 30, 2023 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$412,000 of the Project outlined in Annex 1, and
- b) \$412,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to May 27, 2022 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
 - b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;

- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

- 11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;

- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Business and Sector Development (Non-Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

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

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-514658

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie**
Name: Lucie Perreault
Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)
Date:

Digitally signed by Perreault,
Lucie
Date: 2022.07.25 18:49:37 -04'00'

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 851-514658

I. PROJECT SCOPE

i) Description:

The City of Temiskaming Shores is requesting a FedNor contribution to organize the Northern Ontario Mining Showcase (NOMS) at the Canadian Institute of Mining, Metallurgy and Petroleum's (CIM) annual convention and trade show in Montreal in 2023. The pavilion will include representation from up to 60 exhibitors within a 5,000 square foot footprint.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - July 1, 2022
- b) Completion Date - June 30, 2023

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities include:

- Secure 5,000 square feet at CIM to stage a pavilion.
- Recruit small to medium-sized enterprise (SME) exhibitors.
- Exhibit up to 60 organizations and businesses of the mining supply and services sector from Northern Ontario.
- Utilize a professional development team to design, build, modify, install and take down the pavilion.
- Coordinate displays showcasing products from exhibitors.
- Hire a coordinator for the CIM event to work with pavilion design team, the City and FedNor; develop and implement a promotional strategy; orient SMEs; manage the exhibition; develop a bilingual event program with exhibitor listings and descriptions; orient exhibitors; manage the exhibition pavilion site during CIM; and, provide a final evaluation.

v) Performance Measures and Tracking Plan:

Anticipated outcomes following this 2023 project include:

- A minimum amount of sales of \$1,500,000.
- 20 percent of SMEs with increased export sales (including out of province).
- 30 new jobs created and 30 maintained.
- A minimum of five new partnerships created.
- An increase in new business contacts, clients and potential leads that will result in new business and/or expansion of existing business.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$412,000
- Supported	\$412,000	Other Federal	\$0
- Not Supported	\$30,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$30,000
Total	\$442,000		\$442,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event facility rental	\$150,000	\$30,000	\$180,000
Event costs/Other	\$200,000		\$200,000
Consulting fees	\$27,000		\$27,000
Marketing/Promotion	\$25,000		\$25,000
Travel	\$10,000		\$10,000
TOTAL ELIGIBLE COSTS	\$412,000	\$30,000	\$442,000
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$442,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences)

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;

- b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Business and Sector Development (Non-Capital)

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between May 27, 2022 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between May 27, 2022 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores

By-Law No. 2022-135

Being a by-law to adopt a Right to Disconnect Policy for the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 CS-037-2022 at the September 6th, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Right to Disconnect Policy for the City of Temiskaming Shores for consideration at the September 6th, 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 adopts a **Right to Disconnect Policy** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
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 6th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-135

RIGHT TO DISCONNECT POLICY

Policy Statement

The City of Temiskaming Shores understands that due to work-related pressures, the current landscape of work, or an employee's work environment or location, employees may feel obligated or choose to continue to perform their job duties outside their normal working hours. Work-related pressure and the inability to disconnect from the job can lead to stress and deterioration of mental health and overall well-being. This policy has been established to support employee wellness, minimize excessive sources of stress, and ensure that employees have the right to disconnect from their work outside their regularly scheduled hours. The City of Temiskaming Shores is committed to increasing overall employee health and wellness and providing employees with a better work-life balance.

Definition

Disconnect From Work means not engaging in work-related communications, including emails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.

Scope

This Policy applies to all City of Temiskaming Shores employees.

The Right to Disconnect

Employees have the right to disconnect from their job and any work-related tasks or communication outside of working hours without fear of reprisal.

Employees are encouraged to set clear boundaries between work and their personal lives.

The right to disconnect means that employees:

- Can and should stop performing their job duties and work-related tasks when they are not expected to work;
- Are not required to take work home with them to complete outside of regular working hours;
- Are not expected or required to respond to work-related communication outside their regular working hours, while on break, or during any paid or unpaid time off;
- Should take and use all of their scheduled breaks and time off entitlements for non-work-related activities; and
- Will not face repercussion or be penalized for not communicating or continuing to work outside of their regular working hours.

Employees must also be respectful of others' right to disconnect and should not expect their co-workers to respond, communicate, or complete work when not working.

Workload and Productivity

The City of Temiskaming Shores understands that employees may want or need to work outside their normal hours to meet a time-sensitive deadline, to attend to an urgent matter, or due to unforeseen circumstances; however, employees should not regularly or frequently work outside their scheduled hours to complete or catch up on work.

Breaks and Time Off

Breaks are provided in accordance with employment standards and are intended to provide employees with time to recharge and enable them to resume their regular work productively. Employees should take any scheduled or company-provided breaks during their shift. Employees should take time away from their work and refrain from responding or sending communication during breaks.

The City of Temiskaming Shores understands the importance for its employees to have personal time off. Employees are encouraged to use their accrued paid vacation time in full every year for rest, relaxation, and personal pursuits.

Mental Health Support

The City of Temiskaming Shores recognizes that the workplace plays a significant role in managing and supporting mental health and understands that deterioration of mental health and wellness can be triggered by excess pressures at work or at home and result in lowered work performance and harm to one's physical and mental condition.

Delivery of Essential/Critical Public Services

Due to operational needs, emergency responses and/or varying work schedules, it may not be feasible for employees to disconnect from work at certain times.

This includes but is not limited to the following circumstances:

- Critical staffing shortages due to illness
- Emerging operational needs
- Response to emergencies
- Business and operational needs requiring contact outside of normal working hours including specific and time limited events or needs and those who are on-call.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-136

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the New Liskeard Landfill Expansion

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-026-2022 at the September 6, 2022 Regular meeting of Council, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the New Liskeard Landfill Expansion in the amount of \$2,721,977.50 plus applicable taxes, for consideration at the September 6, 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 an agreement with Pedersen Construction (2013) Inc. for the New Liskeard Landfill Expansion in the amount of \$2,721,977.50 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 6th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-136

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the New Liskeard Landfill Expansion

This agreement made this 9th day of September 2022.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

And

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
New Liskeard Landfill Expansion
EXP Project No. NWL-22004792-00**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement;
- c) Complete, as certified by the Manager of Environmental Services, all the work by **July 31, 2023**; and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Two-Million, Seven-Hundred and Twenty-One Thousand, Nine-Hundred and Seventy-Seven-Dollars and Fifty Cents (\$2,721,977.50) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pedersen Construction (2013) Inc.
177246 Bedard Road
New Liskeard, ON P0J 1P0

The Owner:

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

The Manager of Environmental Services:

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

Remainder of Page left Blank Intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in
the presence of

Pedersen Construction (2013) Inc.

Karl Pedersen - President

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Carman Kidd

Clerk – Kelly Conlin



Appendix 01 to
Schedule “A” to

By-law No. 2022-136

Form of Agreement

Bid Bond

Standard Construction Document
CCDC 220 - 2002

Bond No. **904103804-16**

Bond Amount: **\$10% OF THE AMOUNT OF TENDER**

Pedersen Construction (2013) Inc. as Principal, hereinafter called the Principal, and **Intact Insurance Company**, 700 University Ave, Toronto ON, M5G0A1 a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **Corporation of the City of Temiskaming Shores** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent Dollars (\$10%)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the **4th** day of **August**, 2022, for **New Liskeard Landfill Site Expansion - Project No. NWL-22004792-00**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Sixty Days 60** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **19th** day of **July**, 2022.

SIGNED AND SEALED in the presence of:

Pedersen Construction (2013) Inc.

Principal

Intact Insurance Company

Surety
Ken Montgomery
Attorney-In-Fact

Agreement to Bond

(Surety's Consent)

Bond No. **904103804-16**

Obligee: **Corporation of the City of Temiskaming Shores**

Contractor (Principal): **Pedersen Construction (2013) Inc.**

Project: **New Liskeard Landfill Site Expansion - Project No. NWL-22004792-00**

We, **Intact Insurance Company**, 700 University Avenue, Toronto, Ontario, M5G 0A1, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, agree to issue the following Bonds for the Principal if the Principal's tender is accepted by the Obligee within **Sixty (60) days** from the closing date of the tender and if the Principal shall have entered into a written contract with the Obligee.

1. Performance Bond for **100%** of the tender price.
2. Labour and Material Payment Bond for **100%** of the tender price.

This Agreement to Bond shall be null and void after **Sixty (60) days** from the tender date.

Signed and Sealed this **19th** day of **July, 2022**.

Intact Insurance Company

A blue ink signature of Ken Montgomery, written over a horizontal line.

Surety
Ken Montgomery
Attorney-In-Fact

**THE CORPORATION OF THE
CITY OF TEMISKAMING SHORES**

NEW LISKEARD LANDFILL SITE EXPANSION

PROJECT NO. NWL-22004792-00

FORM OF TENDER

ENGINEERS:
EXP SERVICES INC.,
P.O. BOX 1208,
310 WHITEWOOD AVENUE W.,
NEW LISKEARD, ONTARIO.
P0J 1P0

TEL: 705-647-4311
FAX: 705-647-3111

OWNER:
THE CORPORATION OF THE
CITY OF TEMISKAMING SHORES
325 FARR DRIVE, P.O. BOX 2050,
HAILEYBURY, ONTARIO
P0J 1K0

TEL: 705-672-3363
FAX: 705-672-3200

The Corporation of the City of Temiskaming Shores
New Liskeard Landfill Site Expansion
Project No.: NWL-22004792-00

FORM OF TENDER

FORM OF TENDER

**CORPORATION OF THE CITY OF TEMISKAMING SHORES
NEW LISKEARD LANDFILL SITE EXPANSION
PROJECT NO. NWL-22004792-00**

TENDER BY Pedersen Construction (2013) Inc.

ADDRESS 177246 Bedard Rd. New Liskeard, ON P0J 1P0
T: 705-647-6223
TEL/FAX NO. E: 705-647-8851

PERSON SIGNING Karl Pedersen

A COMPANY DULY INCORPORATED UNDER THE LAWS OF Ontario

AND HAVING ITS HEAD OFFICE AT 177246 Bedard Rd. New Liskeard, ON P0J 1P0

HEREINAFTER CALLED "THE TENDERER".

NOTE: The Tenderer's name and residence must be inserted above and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: City of Temiskaming Shores (OWNER)
325 Farr Drive, P.O. Box 2050,
Haileybury, ON, P0J 1K0
Attn: Municipal Clerk

I/WE, Karl Pedersen
having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions, Form of Agreement and Addendum/Addenda No. 1 to 1 inclusive, attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions attached hereto, for the sum of:

Three Million, Seventy Five Thousand, Eight Hundred and Thirty Four Dollars and.....
.....58 /100 (\$ 3,075,834.58), or such other sum as may be
ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following.

*The Tenderer shall insert here the number of Addenda received by him during the tendering period and taken into account by him in preparing his tender.

The undersigned also agrees:

1. That the Owner is in no way obligated to accept this tender.
2. That the Owner may, at its sole discretion, accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative proposal, in whole or in part, which is deemed by the Owner to be most favourable to its interest.
3. That all applicable taxes and duties are included in the tender price.
4. That the estimate of quantities shown in Tender Form serves only to provide a basis for comparing tenders and that no representations have been made by either the Owner or the Engineer that the actual quantities will even approximately correspond therewith, and further, that the Owner has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the work.
5. That this tender is made without knowledge of the tender prices to be submitted for this work by any other company, firm or person.
6. That this tender is made without connection or arrangement with any company, firm or person submitting a tender for this work.
7. That this tender is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this tender or in the proposed contract.
8. That this tender is irrevocable for sixty (60) days after the closing date for receipt of tenders and that the Owner may at any time within such period accept this tender whether any other tender has previously been awarded or not and whether acceptance of another tender has been given or not.
9. To execute the Articles of Agreement and to present to the Owner the required contract security within the time specified.
10. That payment for the work done will be made on the basis of the quantities and percentages measured by the Engineer and at the tender prices shown in the Tender Form which shall be compensation in full for the work done under the terms of the Contract.
11. That payment of the Contingency Allowance or portion thereof will only be made in the event that the Engineer authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the Owner.
12. To commence and proceed actively with the work on site within seven (7) days of the date of the Tender Acceptance (unless alternate date is accepted by the Owner), and to complete all work under the Contract by the dates specified in the Articles of Agreement, subject to the provisions of the General Conditions for extension of contract time.
13. That should he fail to complete the work in the time specified above, he shall compensate the Owner in accordance with the Articles of Agreement.

<i>SUB-TOTAL ITEMS (EXCLUDING HST).....</i>	<i>\$</i>	2,464,525.00
<i>SUB-TOTAL PROVISIONAL</i>	<i>\$</i>	10,000.00
<i>SUB-TOTAL (Items + Provisional)</i>	<i>\$</i>	2,474,525.00
<hr/>		
<i>CONTINGENT ALLOWANCE (10% of SUB-TOTAL ABOVE</i>	<i>\$</i>	247,452.50
<i>HST (13%).....</i>	<i>\$</i>	353,857.08
<i>COMBINED TOTAL (INCLUDING HST)</i>	<i>\$</i>	3,075,834.58
<hr/>		

SPEC NO Refers to the Ontario Provincial Standard Specifications (OPSS)

PROOF OF ABILITY

The tenderer shall be competent and capable of performing the various items of work. The tenderer will complete the following statement sheets which will form part of the Contract Documents:

1. Tenderer's Experience in Similar Work (Form PA-1) with list of specific examples completed within the last three (3) years, with appropriate references. The tenderer shall fully cooperate with the Corporation in providing unfettered access to information regarding the listed examples of Similar Work including the names and contact information for those for whom the Similar Work was performed and, if the Corporation requests, the tenderer shall execute an authorization and release in substantially the form attached hereto as Schedule "A" to aid the Corporation in accessing such information

**Schedule A
AUTHORIZATION AND RELEASE**

TO:

**RE: Corporation of the City of Temiskaming Shores
Project NWL-22004792-00**

THE UNDERSIGNED, hereby authorizes you to discuss with the Corporation of the City of Temiskaming Shores (the "City"), any and all details with respect any contract work performed for you by the undersigned and let this be good and sufficient authority for your so doing.

By providing such authorization, the undersigned understands and agrees that it is releasing you and the City from any and all claims or potential claims it may have regarding any and all information released to the Town and regarding any decisions related to Project NWL-22004792-00 made about the undersigned on the basis of such information.

SIGNED By:  _____

WITNESSED By:  _____

DATED this 4th day of August, 2022.

SUB-CONTRACTOR LIST

Herewith is the list of Subcontractors that will be retained to perform the appropriate work indicated.
No Subcontractor will be changed without written approval from the Owner.

Section of Work:	Subcontractor's Name or "Own forces"
All Work	Own Forces

EQUIPMENT LIST

Herewith is the list of equipment that will be used on the project during the course of the work. **List ALL equipment that will be used and fill all information.**

YR	Equipment	Size	Model	Make	Condition
<u>Example</u>					
2001	Backhoe	1 cu. Yd.	330	John Deere	Overhauled 2006
2017	Excavator		1.5 m3	349	CAT Good
2021	Excavator		1.5 m3	336	CAT Excellent
2012	Excavator		1.5 m3	329	CAT Good
2017	Loader		2.5 m3	930	CAT Good
2020	(4) Articulating Trucks		45 t	745	CAT Excellent
2006-2011	(4) Articulating Trucks		25 t	725	CAT Good
2014	Bulldozer		210 kw	D8	CAT Good
2018	Bulldozer		120 kw	D6T	CAT Good
2022	Bulldozer		50 kw	D3	CAT Excellent
2012	Compactor		84" Smooth	CS54	CAT Good
2005	Compactor		84" Sheepsfoot	CS533	CAT Good
2016-2022	(6) Triaxle Dump Trucks			T880	Kenworth Excellent
2011	Grader w/GPS			772	John Deere Good
2004	Water Truck		3000 gal.		Mack Good

Ontario Municipal and Provincial Standard Specifications Common (OPSS's)

- OPSS.MUNI 100 Nov. 2019 – OPS General Conditions of Contract
 - OPSS 180 Nov. 2016 – Management of Excess Materials
 - OPSS.MUNI 182 Nov. 2012 – Environmental Protection for Work in Waterbodies and on Waterbody Banks
 - OPSS.MUNI 206 Apr. 2019 – Grading
 - OPSS 304 Nov. 2016 – Single & Double Surface Treatment
 - OPSS MUNI 314 Nov. 2019 – Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
 - OPSS 501 Nov. 2017 – Compacting
 - OPSS 506 Nov. 2017 – Dust Suppressants
 - OPSS 510 Nov. 2018 – Removal
 - OPSS 511 Nov. 2019 – Rip Rap, Rock Protection, and Granular Sheetting
 - OPSS 539 Nov. 2014 – Temporary Protection Systems
 - OPSS.MUNI 706 Apr. 2018 – Traffic Control Signing
 - OPSS 805 Nov. 2018 – Temporary Erosion and Sediment Control Measures
- Current OPSS – All material specifications referenced in the above.

Ontario Provincial Standard Drawings (OPSD's)

- OPSD 100.010 Nov'10 Rev. 4
- OPSD 100.011 Nov'06 Rev. 1
- OPSD 100.012 Nov'09 Rev. 2
- OPSD 100.013 Nov'09 Rev.4
- OPSD 100.050 Nov'06 Rev.1
- OPSD 100.060 Nov'06 Rev.1
- OPSD 101.010 Nov'06 Rev.1
- OPSD 101.011 Nov'06 Rev.1
- OPSD 101.012 Nov'06 Rev 1
- OPSD 101.013 Nov'06 Rev.1
- OPSD 101.014 Nov'06 Rev.1
- OPSD 101.015 Nov'06 Rev.1
- OPSD 101.016 Nov'06 Rev.1
- OPSD 101.017 Nov'08 Rev.3
- OPSD 102.010 Nov'06 Rev.1
- OPSD 103.010 Nov'06 Rev.1
- OPSD 103.011 Apr'08 Rev.2
- OPSD 200.010 Nov'09 Rev.2
- OPSD 206.010 Nov'18 Rev.2
- OPSD 210.020 Nov'18 Rev.2
- OPSD 219.110 Nov'15 Rev.2
- OPSD 219.180 Nov'15 Rev.2
- OPSD 350.010 Nov'18 Rev.2
- OPSD 351.010 Nov'18 Rev.2

Herewith is the Consent of Surety of the Tender submitted.

The Tenderer agrees that he will furnish to the Owner copies of all required subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-Approved subcontractors.

The Tenderer agrees to have all the works Completed by the Time of completion as stated in the contract documents.

The "Agreement to Bond" of the Intact Insurance Company
(Company), a Company lawfully doing business in the Province of Ontario, to furnish a Performance Bond and a Labour and Material Payments Bond each in an amount equal to 50 percent of the Contract Price, or in such greater amount as may be required by the Contract Documents, if this Tender is accepted, is attached herewith.

A tender deposit in the amount of \$ 10% is attached hereto.

CONSENT OF SURETY COMPANY (or submit executed form from Surety Company)

Should they be required, the undersigned Surety Company hereby consents and agrees with the Owner to become bound as Surety in all Performance Assurance Bonds required by the Contract Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to the aforementioned contractor at prices set forth in the attached Tender. The said Surety is legally entitled to do business in the Province of Ontario.

Name of Company

Address

Per: _____
(Executed under Seal)

Per: _____

The Corporation of the City of Temiskaming Shores
New Liskeard Landfill Site Expansion
Project No.: NWL-22004792-00

FORM OF TENDER

This Tender is executed under seal at New Liskeard this 4th day
of August, ~~2021~~. 2022

Name of
CONTRACTOR: Pedersen Construction (2013) Inc.

Address: 177246 Bedard Rd. New Liskeard, ON P0J 1P0

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ (Tenderer - please print)

_____ (Signature of Tenderer)

In the presence of:

Name: _____

Address: _____

Occupation: _____

FOR LIMITED COMPANY

The Corporate Seal of:

Pedersen Construction (2013) Inc. (Seal)
(Tenderer - please print)

was hereunto affixed in the presence of:


Authorized Signing Officer and Title Karl Pedersen, President

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. If the Tender is submitted by or on behalf of a Corporation, it must be signed in the name of the Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partners.

Addendum No. 1

The Corporation of the City of Temiskaming Shores
New Liskeard Landfill Site Expansion
Project No.: NWL-22004792-00

Issued: July 29th, 2022

Prepared By: EXP Services Inc.

Requirements:

This addendum forms part of the Contract Documents and amends the original Specifications and /or Drawings, as noted below.

Ensure that all parties submitting bids are aware of all items included in Addendum No. 1.

QUESTIONS AND CLARIFICATIONS

Q1 – There is a conflict on the typical sections on Drawing No. C9. The Granular B material is shown as both "Type" and "Type I", while the Tender Form only refers to Granular B "Type II", please confirm what material is to be used.

A1 – All Granular "B" aggregate, to be used on Project No. NWL-22004792-00, is to be **"Granular B, Type II"**.

Q2 – In the reference to OPSD 972.130 on Dwg C11 the detail provides for either of two options, a fence with "top rail" or a fence with "top wire", which detail is to be used for this project?

A2 – The detail to be used for the supply and installation of the **Chain-Link Fence on this project will be "With Top Wire"**, there will be no requirement for a top rail to be installed.

Q3 – Is the insulation (125mm thick Dow Styrofoam Highland, or equivalent), shown on Drawing SC5, to be included in Tender Item No. 13 Concrete Foundation c/w Reinforcing, where required?

A3 – **The 125mm thick Dow Styrofoam Highland Insulation, or equivalent is to be all inclusive with, and included in, Tender Item No. 13.1 - Weigh Scale Foundation.**

Q4 – In the Item Special Provisions (Page 11 of 18) section 511.05 Materials, the reference for Geogrid is Terrafix BX 1500, or equal, is this correct?

A4 – The reference noted above is incorrect. **The Geogrid reference should read "Terrafix TBX 1500, or equal".**

AMENDMENTS TO THE TENDER AD

None

Addendum No. 1

The Corporation of the City of Temiskaming Shores
New Liskeard Landfill Site Expansion
Project No.: NWL-22004792-00

Issued: July 29th, 2022

AMENDMENTS TO THE FORM OF TENDER

None

SUMMARY OF CHANGES

As noted above in response to Questions 1 through 4.

Corporation of the City of Temiskaming Shores

By-law No. 2022-137

Being a by-law for General Parks Guidelines in the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may pass by-laws respecting the health, safety, and well-being of persons, parking on property, and structures including fences and signs; and

Whereas under Section 436 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may pass by-laws allowing the municipality to enter onto land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law, order, or license; and

Whereas Council considered Memo No. RS-010-2022 at the September 6, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to establish a General Parks By-Law in the City of Temiskaming Shores for first, second and third reading.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law;

1. That Council adopts a General Parks By-law for all municipally owned parks within the City of Temiskaming Shores, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That this by-law shall come into force and take effect on September 15, 2022.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first and second time this 6th day of September, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-137

General Parks Guidelines By-Law

Part 1 – Definitions of Words and Phrases

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this by-law.

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders and the past, present, or future tense or other related form of defined term shall have the same meaning as the defined term.

The words defined in this section have the following meaning for the purposes of this by-law.

1.1 Damaging property shall mean any and all of the following:

- (i) remove or damage any plant, shrub or flower
- (ii) climb, remove or damage any tree or fence
- (iii) climb, remove or damage any bench, seat, table, monument or sign
- (iv) climb, deface or damage any bridge, underpass, wall or similar structure
- (v) deface or damage any building; or
- (vi) deface or damage any other property of the Corporation of the City of Temiskaming Shores

1.2 Officer means an OPP Officer, City By-law Enforcement officer and any Provincial Offenses officer designated as such pursuant to the Provincial Offenses Act;

1.3 Parking Area means an area that is physically laid out and improved for the purpose of parking vehicles or that is designated by an official sign for that purpose in or on City parkland;

1.4 Parkland means any and all land owned by or made available by lease, agreement or otherwise to the City that:

- (i) has been or hereafter may be set apart, designated, dedicated or established by the City as public parkland or public parking area.

1.5 Posted Area means any area that is posted by sign, notice or other device for a specific purpose or to restrict certain activities in or on City parklands under the authority of this by-law;

1.6 Property means any and all buildings, structures, equipment, trees, shrubs, displays, benches, tables, playground apparatus, shelters, washrooms, fencing, lighting, parking areas or other such properties that may be placed or erected within parkland;

Part 2 – Conduct of Persons using Parks or Properties

- 2.1** No person shall damage property within parkland.
- 2.2** No person shall within parkland, except in conjunction with an event or competition affiliated with the City of Temiskaming Shores;
- (i) Possess an air gun, firearm, gas operated or spring-operated gun, archery equipment or catapult; or
 - (ii) Fire or discharge any torpedo, rocket or fireworks.
- 2.3** No person shall urinate within parkland, except within the appropriate receptacles in public conveniences.
- 2.4** No person shall defecate within parkland, except within the appropriate receptacles in public conveniences.
- 2.5** No person shall within parkland contravene any Federal, Provincial or Municipal law.
- 2.6** No person shall engage in any activity in posted areas that is prohibited by the posted sign, notice or other device.
- 2.7** Upon a by-law enforcement officer identifying himself or herself and advising a person that the by-law enforcement officer suspects the person of having contravened any provisions of this section, the person shall identify himself or herself to the by-law enforcement officer.
- 2.8** No person shall operate any motor vehicle in a public park unless authorized to do so or unless such vehicle is owned or operated by the City for the purpose of maintenance of such park or the enforcement of by-laws.
- 2.9** Motor Vehicles shall be exempt from section 2.8 while operated on the designated driveways within Bucke Park.

Part 3 – Temporary Removal from Parkland Property

- 3.1** An officer may order a person off all parkland property for a period of 24 hours when the officer suspects a person of having violated any subsection or subsections of the previous section of this by-law.

- 3.2** No person shall be present in any Park between 11 p.m. and 5:00 a.m. and noncompliance of this will be deemed trespassing except when as a participant or spectator of any function approved by the City. Upon the completion of such function every person shall promptly leave the Park.
- 3.3** Bucke Park Campground shall be exempt from the rules within Part 3, Section 3.2
- 3.4** No person, having been ordered off all parkland property, shall remain on parkland property

Part 4 – General

Any part of this by-law found to be illegal shall be severed from the balance of the by-law

The Corporation of the City of Temiskaming Shores

By-law No. 2022-138

**Being a by-law to enter into a Lease Agreement with Amber
Regan for the operation of the Don Shepherdson Memorial Arena
Concession – October 1, 2022 to April 30, 2023**

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-017-2022 at the September 6, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Amber Regan for the operation of the Don Shepherdson Memorial Arena Concession stand from October 1, 2022 to April 30, 2023 for consideration at the September 6, 2022 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Lease Agreement for the operation of concession services at the Don Shepherdson Memorial Arena;

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with Amber Regan for the operation of the Don Shepherdson Memorial Arena Concession Stand for the period covering October 1, 2022 to April 30, 2023, 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 6th, day of September, 2022.

Mayor



Schedule “A” to

By-law No. 2022-138

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Amber Regan

For the operation of the Don Shepherdson Memorial Arena Concession

This agreement made in duplicate this 6th day of September 2022.

Between:

City of Temiskaming Shores
(Hereinafter called the "City")

And:

Amber Regan
(Hereinafter called the "Tenant")

Whereas the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The City hereby demises and leases to the Tenant part of the City's Building known as the Don Shepherdson Memorial Arena Concession containing a rentable area for concession operations in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing **October 1st, 2022 to April 30th, 2023.**

3. Rent

The Tenant shall pay Two Hundred Fifty dollars (\$250) plus applicable taxes per month payable on the first day of each month for the term of this agreement.

4. Renewal

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

5. Business Services

The Tenant will work in good faith with the City of Temiskaming Shores to schedule hours to reflect any changes in the scheduling of ice time; to be open for all New Liskeard Cubs Games, New Liskeard Lions Games, Temiskaming Shores Skating Club Shows, and all hockey tournaments.

6. Healthy Eating at Recreation Settings (HERS)

The Operator shall supports the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program as outlined in Appendix 01 attached herein.

7. Tenant’s Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **one million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City 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 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, 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 City 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 City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by City** - to permit the City 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 City 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 City 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) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City'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 Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

8. City's Covenants

The City covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) Refuse Collection** – The City **shall not** provide any additional refuse or recycling receptacles or collection specific to this operation;
- e) Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

9. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.
- b) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City 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 Tenant 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 City;
- c) **Right of termination by the City** - The lease may be terminated for any valid operational reason;
- d) **Right of termination by the Tenant** - the Tenant, 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 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;

10. 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.

Remainder of this page left blank intentionally

Signed and Sealed in)
the presence of)

Amber Regan

Owner/Operator – Amber Regan

Witness -

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – Kelly Conlin

Healthy Eating at Recreation Settings

The City of Temiskaming Shores supports the promotion of affordable healthy options at municipal facilities, the Concession Operator is required to commit to the following:

- Fruit smoothies and fresh fruit are mandatory menu items and must be available at all times when the concessions are open. The Haileybury beach concession must also have at least one healthy grilled sandwich available at all times, and the other 2 concessions must have at least 1 grilled sandwich available on tournament weekends.
- Commit to have bottled water available at all times and consider option of 100% fruit juice in smaller bottles, as well as milk.
- Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- If Vending Machines are included in the lease agreement the Concession Operators must commit to include at least 20% (1 healthy option for every 4 other options available) of healthy items in the vending machines. A list of healthy options from the THU will be provided. If in doubt about what other healthy options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- Prices for healthy options to be the same or lower than the prices for similar menu options.
- Freggie Fuel branded materials must be used by concession operators to promote the healthy options available at all times. This includes: a posted menu board for healthy choices, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers for both smoothie cups and fresh fruit pieces. If in need for more materials (such as stickers) contact the Timiskaming Health Unit. The Proponent to include other branded materials suggested and provided by the City of Temiskaming Shores.
- The City of Temiskaming Shores may plan and implement ongoing promotional initiatives to encourage patrons' consumption/purchase of the healthy options available. These initiatives will be at no-cost to the operators.
- Additional healthy items – Adding other healthy options to the menu is encouraged by the City of Temiskaming Shores. Those healthy items must follow these general healthy eating guidelines: high in vitamins & minerals, whole grains and fiber **and** low in sodium, added sugars, trans and saturated fat. Any new proposed healthy items to be submitted to the Timiskaming Health Unit for approval.

- Concession operators are required to keep track of the sales for the healthy options and provide the City of Temiskaming Shores with this information on a monthly basis for the term of the lease. A tracking sheet will be provided.
- The City of Temiskaming Shores reserves the right to modify the HERS requirement.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-139

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on August 12, 2022 and at its Regular meeting held on September 6, 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 Special Meeting held on **August 12, 2022**, and at its Regular meeting held on **September 6, 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 6th day of September, 2022.

Mayor

Clerk