



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, September 20, 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 – September 6, 2022

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

a) Potential Disposition of Land

Applicant: Klaus and Nicole Walther

Property: Portion of Amwell Street and Ferguson Avenue

Purpose: The applicant owns the land that the subject property surrounds, and is seeking to acquire the subject property for the purpose of establishing additional parking space for their tenants.

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

a) Christopher Oslund, Chief Administrative Officer, Township of Coleman

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

Reference: Motion of Support presented under New Business

- b) Jennifer Montreuil, Municipal Clerk, Town of Kirkland Lake

Re: Resolution of Support–Creation of a Dravern Alert System, 2022-09-13

Reference: Received for Information

- c) Jennifer Montreuil, Municipal Clerk, Town of Kirkland Lake

Re: Resolution of Support – AMO Recommendations Support on Mandatory Fire Fighter Certification, 2022-09-13

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 c)** according to the Agenda references.

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Age Friendly Committee meeting held on May 3, 2022;
- b) Minutes of the Recreation Committee meeting held on August 8, 2022; and
- c) Minutes of the Temiskaming Transit Committee meeting held on August 10 and August 17, 2022.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Building Maintenance Committee meeting held on August 11, 2022;
- b) Minutes of the Corporate Services Committee meeting held on August 11, 2022;
- c) Minutes of the Protection to Persons and Property Committee meeting held on August 11, 2022; and
- d) Minutes of the Public Works Committee meeting held on August 11, 2022.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support - Electoral Boundary Redistribution

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the City of Temiskaming Shores 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 City of Temiskaming Shores 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 City of Temiskaming Shores; 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.

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

Further that the City of Temiskaming Shores 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.

b) January to August 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 August 2022 Year-to-Date Capital Financial Report for information purposes.

c) Memo No. 036-2022-CS – Feast on the Farm 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. 036-2022-CS – Feast On the Farm for information purposes.

d) Memo No. 037-2022-CS – FedNor - Bilingual Project Coordinator Amendment No. 5

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No.037-2022-CS; and

That Council hereby confirms funding agreement amendment No. 5, and directs staff to prepare the necessary by-law to amend By-law No. 2018-130 (Bilingual Project Coordinator) to extend the project completion date to June 30, 2023, for consideration at the September 20, 2022 Regular Council meeting.

e) Memo No. 038-2022-CS – FedNor Funding Agreement – 2022 PDAC – Amendment No. 1

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 038-2022-CS; and

That Council hereby confirms funding agreement amendment No. 1, and directs staff to prepare the necessary by-law to amend By-law 2021-188 in order to reallocate project cost categories as outlined, for consideration at the September 20, 2022 Regular Council meeting.

f) Memo No. 039-2022 CS – Reconnect Ontario 2022 Grant – 1922 Great Fire Centennial Event

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.039-2022-CS;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport, in the amount of \$51,800 for the Great Fire Centennial event, for consideration at the September 20th, 2022 Regular Council meeting.

g) Memo No. 040-2022-CS – Sale of 545 Lakeshore Road

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.040-2022-CS – Sale of 545 Lakeshore Road; and

That Council directs staff to prepare the necessary by-law to repeal By-law 2022-117, for consideration at the September 20, 2022 Regular Council meeting.

h) Administrative Report No. CS-038-2022 – Funding Agreement for the 2023 Prospectors and Developers Association of Canada (PDAC) Convention

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-038-2022; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for the Northern Ontario Mining Showcase at the 2023 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 4-8, 2023, in the amount of \$745,000 for consideration at the September 20, 2022 Regular Council meeting.

i) Memo No. 012-2022-RS – Recreation Department Cancellation and Refund Policy

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 012-2022-RS - Recreation Department Cancellation and Refund Policy; and

That Council directs staff to prepare the necessary by-law to amend Section 14 of By-law 2020-032, Recreation Department Cancellation and Refund Policy to allow for a 48-hour grace period for program registrations and cancellations for consideration at the September 20, 2022 Regular Council meeting

j) Memo No. 013-2022-RS – Recreation Facility Users Liability Insurance Policy

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.013-2022-RS; and

That Council directs staff to prepare the necessary by-law to amend the provisions of By-Law 2022-034, Recreation Facility Users Liability Insurance Policy for the City of Temiskaming Shores, to reflect the changes in procedure relating to the City's new Insurance provider, for consideration at the September 20, 2022 Regular Council meeting.

k) Administrative Report No. RS-018-2022 – Recreation Department Fee Updates

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-018-2022, and;

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Recreational Fees for 2022 to 2024, for consideration at the September 20, 2022 Regular Council meeting.

16. **By-laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2022-140 | Being a by-law to amend By-law No. 2018-130 to enter into a funding agreement with Industry Canada (FedNor) for a Bilingual Project Coordinator – Amendment No. 5 |
| By-law No. 2022-141 | Being a by-law to amend By-law 2021-188 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2022 PDAC Event in Toronto – Amendment No.1 |
| By-law No. 2022-142 | Being a by-law enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport for the Great Fire Centennial Event |
| By-law No. 2022-143 | Being a by-law to repeal By-law No. 2022-117, to authorize the Sale of Land to Natasha Baril being 545 Lakeshore Road |

- By-law No. 2022-144 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2023 PDAC Event
- By-law No. 2022-145 Being a by-law to amend By-law No. 2020-032 Recreation Cancellation and Refund Policy for the City of Temiskaming Shores
- By-law No. 2022-146 Being a by-law to amend By-law No. 2022-034 Recreation Facility User Liability Insurance Policy for the City of Temiskaming Shores
- By-law No. 2022-147 Being a by-law to amend By-law No. 2012-039, as amended Schedules of Departmental User Fees and Services for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-140	By-law No. 2022-144
By-law No. 2022-141	By-law No. 2022-145
By-law No. 2022-142	By-law No. 2022-146; and
By-law No. 2022-143	By-law No. 2022-147

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, October 4, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, October 18, 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 August 12, 2022 (Special) and September 6, 2022 Closed Session Minutes;
- b) 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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council agrees to rise with/without 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. 2022-148 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **September 20, 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. 2022-148 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, September 6, 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, Doug Jelly, Mike McArthur and Danny Whalen (electronically)

Present: Kelly Conlin, Municipal Clerk
Tammie Caldwell, 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: Councillors Patricia Hewitt and Jeff Laferriere

Media: 2

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

4. Approval of Agenda

Resolution No. 2022-352

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2022-353

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council approves the August 9, 2022 minutes as amended; and further approves the August 12, 2022 minutes as printed.

Carried

Councillor Jelly requested clarification on Resolution 2022-323 – Animal Control and Pound Services.

Mayor Kidd declared a Conflict of Interest as his son submitted a proposal for the Animal Control contract. Mayor Kidd left Council Chambers for this portion of the meeting, and in the absence of Deputy Mayor Patricia Hewitt; Councillor Jesse Foley assumed the duty of Chair for this discussion.

Councillor Jelly stated that the intent of the Resolution was for the two existing proponents to be contacted for their written consent for the review of the existing proposals by the Steering Committee. Following that, a report is to be prepared for Council's consideration.

Mayor Kidd returned to Council Chambers for the remainder of 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

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

Re: Northern College Update

Dr. Penner presented a status update on items such as student supports, Campus Master Plan, future expansion of Veterinary Sciences building, Indigenous Educations and Empowerment initiatives and community involvement.

Mayor and Council thanked Dr. Penner for the presentation.

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

Resolution No. 2022-354

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

None

12. Committees of Council – Internal Departments

None

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

None

15. New Business

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

Resolution No 2022-355

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

Carried

b) Memo No. 035-2022-CS – Feast On

Resolution No. 2022-356

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2022-357

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2022-358

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-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.

Carried

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

Resolution No. 2022-359

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2022-360

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2022-361

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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;

Carried

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

Resolution No. 2022-362

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

Carried

16. By-laws

Resolution No. 2022-363

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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 2023 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.

Carried

Resolution No. 2022-364

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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.

Carried

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

None

19. Closed Session

Resolution No. 2022-365

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that Council agrees to convene in Closed Session at 7:01 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

Carried

Resolution No. 2022-366

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 7:24 p.m.

Carried

Matters from Closed Session

Adoption of the July 26, 2022 (Special) and August 9, 2022 Closed Session Minutes

Resolution No. 2022-367

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

- a) Adoption of the July 26 (Special) and August 9, 2022 Closed Session Minutes.

Carried

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. 2022-368

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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.

Carried

Resolution No. 2022-369

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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.

Carried

21. Adjournment

Resolution No. 2022-370

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council hereby adjourns its meeting at 7:25 p.m.

Carried

Mayor

Clerk

Application to Purchase Municipal Land

Background

- Application from Klaus and Nicole Walther, to purchase a vacant parcel of land, located on both Amwell Street and Ferguson Avenue (PLAN M13NB BLK N PT LOTS 11 12 PCLS 1161NND 3353SST FERGUSON AVE AMWELL ST;FR25)
- The Applicants owns 450 Ferguson Avenue, which is surrounded by the subject property and are seeking to purchase the parcel to permit for additional tenant parking space on Amwell St.

Application to Purchase Municipal Land



September 20, 2022

Application to Purchase Municipal Land

Disposition of Land By-law No. 2015-160

Section 3 – Disposal Method

Recommend a direct disposition with the owners.

Section 4 – Determination of Value

Recommend price based on an appraisal to determine fair market value + all associated costs.

Section 6 – Public Meeting Notice

Notice via City Bulletin and Mail Notice to neighbouring property owners.

Application to Purchase Municipal Land

Additional Information

- The subject property is:
 - designated Town Centres in the City's Official Plan
 - Medium Density Residential (R3) in the City's Zoning By-law
- The City's planner noted the size of the property is limited for any other use other than what is intended. Site Plan Control will not be required
- The City's Planner recommended the properties merge on title, by ensuring the property is transferred to the same name as the adjacent property, pending approval of a deeming by-law through the legislated process.

Application to Purchase Municipal Land

Additional Information Continued

- The City's Manager of Transportation services recommended the applicant retain a surveyor to identify property bars, thereby identifying the space available for parking; and would not recommend placing parking stalls on portion of property exiting on Ferguson Ave.
- No public comments received to date on the application.
- No concerns from Staff and supportive of request.

Next Steps – *conditional on public input*

- Order an appraisal to determine fair market value for the property
- Administrative Report recommending a Purchase and Sale agreement.



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**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.

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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



September 13, 2022

RE: Resolution – Support in the creation of a “Draven Alert System”

At its meeting of September 6, 2022, the Council of the Corporation of the Town of Kirkland Lake resolved the following:

*“Moved by: Councillor Stacy Wight
Seconded by: Councillor Casey Owens*

WHEREAS Council for the Town of Kirkland Lake received correspondence from the Town of Mattawa requesting changes to the Amber Alert System and create a new alert called the Draven Alert;

AND WHEREAS the Ontario Amber Alert is a warning system that quickly alerts the public of a suspected abduction of children who are in imminent danger with the goal to broadcast as much information about the child, the abductor and suspect vehicles as quickly as possible so that the public can respond with any relevant information that might lead to the child's safe return;

AND WHEREAS the recent tragic death of 11-year-old Draven Graham showed that the Amber Alert system is flawed when it comes to vulnerable children who can go missing but are not abducted;

AND WHEREAS it is clear that there needs to be an addition to the alert system to allow for law enforcement to send out an alert for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death;

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Town of Kirkland Lake request that the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the Amber Alert System and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing;

AND FINALLY THAT this Motion be forwarded to the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), all municipalities within the District of Timiskaming, MP Charlie Angus (Timmins – James Bay), and MPP John Vanthof (Timiskaming—Cochrane). **CARRIED”**

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Sincerely,

Jennifer Montreuil
Municipal Clerk

c.c. Association of Municipalities of Ontario (AMO), Federation of Northern Ontario Municipalities (FONOM), Timiskaming District Municipalities, MP Charlie Angus (Timmins - James Bay), MPP John Vanthof (Timiskaming - Cochrane)



September 13, 2022

RE: Resolution – AMO Recommendations Support on Mandatory Fire Fighter Certification

At its meeting of September 6, 2022, the Council of the Corporation of the Town of Kirkland Lake resolved the following:

“Moved by: Councillor Stacy Wight

Seconded by: Councillor Casey Owens

WHEREAS municipal governments provide essential services to the residents and businesses in their communities;

AND WHEREAS the introduction of new provincial policies and programs can have an impact on municipalities;

AND WHEREAS municipal governments are generally supportive of efforts to modernize and enhance the volunteer and full-time fire services that serve Ontario communities;

AND WHEREAS the Association of Municipalities of Ontario (AMO) believes in principle that fire certification is a step in the right direction, it has not endorsed the draft regulations regarding firefighter certification presented by the Province;

AND WHEREAS municipalities and AMO are concerned the thirty-day consultation period was insufficient to fully understand the effects such regulations will have on municipal governments and their fire services;

AND WHEREAS fire chiefs have advised that the Ontario firefighter certification process will create additional training and new costs pressures on fire services;

AND WHEREAS AMO, on behalf of municipal governments, in a letter to Solicitor General Jones dated February 25, 2022, made numerous comments and requests to address the shortcomings in the draft regulations;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the Town of Kirkland Lake does hereby support AMO's recommendations;

AND THAT the Town of Kirkland Lake hereby calls on the Solicitor General of Ontario to work with AMO, municipal governments and fire chiefs across Ontario to address the concerns raised so that municipalities can continue to offer high quality services to their communities;

AND FINALLY THAT a copy of this Motion be forwarded to the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Ontario Small Urban Municipalities (OSUM), and all the municipalities within the Timiskaming District.
CARRIED”.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Sincerely,

Jennifer Montreuil,
Municipal Clerk

c.c. Association of Municipalities of Ontario (AMO), Federation of Northern Ontario Municipalities (FONOM), the Ontario Small Urban Municipalities (OSUM), Timiskaming District Municipalities

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES
City of Temiskaming Shores - Haileybury Boardroom and virtual Zoom meeting
Tuesday May 3rd, 2022

1.0 CALL TO ORDER

The in-person/virtual Zoom meeting was called to order at 1:08pm.

2.0 ROLL CALL

PRESENT:	Matt Bahm – Director of Recreation; Lorna Desmarais – Public Health Promoter; Jan Edwards – Housing Manager; Doug Jelly – Councillor; Judy Lee – Community Representative; Lynn Marcella – Age Friendly Coordinator; Jeff Thompson – Superintendent of Community Programs; Gordon Brock – Community Representative; Sandra Lowe – Community Representative;
REGRETS:	Suzanne Fournier – Manager; Janice Labonte – Accessibility Committee; Tiemoko Ouatra – ACFO; Amanda Breault – Volunteer and Marketing Team Lead; Karli Hawken – Occupational Therapist

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

New Business 9.3 Age Friendly Fair 2022

4.0 APPROVAL OF AGENDA

MOVED BY: Gordon Brock

SECONDED BY: Sandra Lowe

That the agenda for the May 3rd, 2022 Age Friendly Community Committee meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

No disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

MOVED BY: Gordon Brock

SECONDED BY: Sandra Lowe+

That the meeting minutes of the February 1st, 2022 Age Friendly Community Committee be approved as printed.

CARRIED

7.0 DELEGATIONS

There were no delegations.

8.0 UNFINISHED BUSINESS

i) Nomination of new committee chair – Lynn

After chatting with Gordon, he has agreed to chair for the remainder of the term, which will be until fall 2022.

ii) Community Fridge Update – Lynn

Library Board has agreed to be the host organization for the community fridge. The Community Food Action Network recently shared an MOU (Memorandum of Understanding) with Rebecca Hunt to bring to the next Library Board meeting. There will be some back and forth with the document before it gets approved. The reasoning behind this document is to clarify what roles the Community Food Action Network will take on and what is expected from the Public Library as well as the volunteers.

Once MOU gets approved by the board, the fridge itself will make its way to the library, the network will contact local businesses for donations, recruit volunteers and start promotion.

People will have access to the fridge during library hours.

Jan – One concern, for example, has a tenant, and when he finds out about this, he will clean it out.

Sandra – Maybe have a volunteer presence in the beginning to try and avoid this issue.

iii) Haileybury Food Bank Hamper deliveries – Lynn

Spoke to Sue Hall from THU, which had developed a program during covid, where volunteers helped deliver groceries or prescriptions. Unfortunately, that program no longer exists due to the lack of volunteers available. I have let the Haileybury Foodbank know that we were unable to help.

9.0 NEW BUSINESS

i) World Elder Abuse Awareness Day – Lynn

Elder Abuse Task Force promoting this day which takes place on June 15th, 2022. Proclamation to council which was presented April 5th. Theme this year is "Rights don't get old". Encouraging local organizations to raise awareness. They will receive a promotional package which will include posters, balloons, ribbons, pens (the week prior to June 15th). Getting schools involved by sending out a "finish this sentence" poster to each student in the English elementary schools and encouraging students to wear purple. Approval from the English public and catholic boards. Schools can post photos and use the hashtag.

Janet Macdowall will be doing the morning chat on June 14th on CJTT and information will be shared in the newspapers.

ii) Summer Activity Update – Lynn

Hiking groups, music in the park, horseshoes, kubbb, walking groups and other summer activities will begin in mid-June/end of June as well as outdoor pickleball (taking place at the Haileybury Tennis Courts as the New Liskeard Courts resurfacing has not been completed).

iii) Age Friendly Fair – Lynn

Last fair that we hosted was in September 2019. Planning starts during the summer and wants to see if it's something that the committee would like to revisit for the fall of 2022. May look a little different than the previous years. Normally would host a sit-down lunch, 3-4 hr event. Event is held in the gymnasium at Northern College. Had keynote speakers, over 300 participants in attendance, local businesses promoting their services and the Timiskaming Rising Stars perform, exercise breaks (tai chi). Instead of the sit-down lunch, we could offer a "lunch to go" with cold drinks. How do we schedule the keynote speakers if you do not know how many people will stay for the presentations? Free transportation is offered. Registrations were done between 9:30am and 10:00am, with a lunch break from 12:00pm to 12:45pm and wrap up afterwards with prizes. Would have to avoid the 3rd weekend of September due to the Fall Fair, orientation week for Northern College.

Sandra – Big craze right now is online word games. How could we incorporate this into the fair, interactive, maybe on a big screen?

Lorna – If we book it for the fall, I suggest early September. Anticipating that covid wise, there could be restrictions and mandates that may come back. Just wouldn't want to plan everything then have to cancel. Thursday September 26th, 2019 was the last event. Maybe do it at the end of August?

Jan – Let's just say yes, we go ahead with it, check with Northern College and go from there.

10.0 COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION

Lynn Marcella

- Winter and spring activities and programs are wrapping. Summer activities will start after the May long weekend/June, mostly all outdoor such as horseshoes, music in the park, kubbb, hiking groups. Pickleball clinics at the beginning of June with pickleball pro Cameron Taylor. Will be in the school on Thursday June 2nd with evening clinics, and all-day clinics on Friday June 3rd. Will hopefully be

taking place at the outdoor New Lisheard Tennis Courts if the resurfacing is completed by then. Registrations and payment is completed on his website.

Karli Hawken

- Mental Health week May 2nd to the 8th. Shared some information on some of the events happening throughout the week. Lynn to share posters by email to committee members.

Gordon Brock

- Statistics from Census Canada state that 20% of Canada's population will be over the age of 65 years. Programs such as the Age Friendly Community will not be phased out in the near future. As a community, our average is always a bit higher than the average.

Matt Bahm

- City is working with a partner to have more units created. Still in the planning stages, and there is funding available for such projects. Haileybury Public School is being changed into apartments.

Lorna Desmarais

- Will be able to get back into the fall prevention work and Stay on your feet. Chatted with Lynn just over a month ago, we have some volunteers that are interested in starting up the Soup to Tomatoes chair exercise program again. Will be setting up at the Riverside Place and hoping to start up a 6-week program this spring/summer.

NEXT MEETING DATES

Tuesday June 7th, 2022, at 1:00pm – City Hall/Zoom

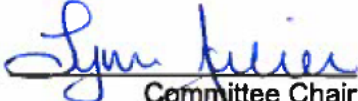
Tuesday September 6th, 2022, at 1:00pm – City Hall/Zoom

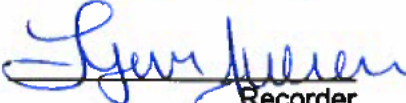
11.0 ADJOURNMENT

MOVED BY: Sandra Lowe

That the Age Friendly Community Committee hereby adjourns at 1:57 pm.

CARRIED


Committee Chair


Recorder

1. CALL TO ORDER

Meeting called to order 6:30 P.M.

2. ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor Carman Kidd Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Richard Beauchamp, Public Appointee Chuck Durrant, Public Appointee Robert Ritchie, Public Appointee Rebecca Kirkey, Deputy Clerk (Committee Secretary) Danny Lavigne, Public Appointee
REGRETS:	Councillor Jesse Foley Jeff Thompson, Manager of Programming Simone Holzamer, Public Appointee Richard Beauchamp, Public Appointee John Telfer, City Manager

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition- Skating Club Letter, Sharon Graydon

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2022-025

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee agenda for the August 8, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2022-026

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Committee minutes of the June 13, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

a) Letter- Subletting marina slip- Luc & Louise Boucher

Luc and Louise Boucher requested the committee to reconsider their decision to ban subletting their marina slip. They explained the City should promote entrepreneurial spirit and renting out their boat for accommodation purposes is a unique stay that attracts tourists. The committee discussed that although they do support small businesses, this is not the purpose of the marina and should be enjoyed by residents of the City. The committee stands by their initial decision and does not wish to allow residents to sublet their marina slips.

Recommendation RS-2022-027

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee hereby recommends Luc and Louise Boucher seek out other partnerships to rent out their boat for short term stays instead of using municipally owned areas.

CARRIED

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

a) Facility Waiver Request-Keely's Epic Battle

Keely's Epic battle is a fundraising event for Keely, a child in the community with cancer. The group is requesting the fee to be waived at the New Liskeard Community Hall for a

fundraising event.

Recommendation RS-2022-028

Moved by: Mayor Carman Kidd

Be it resolved that:

The Recreation Committee hereby recommends that the rental fee for the New Liskeard Community Hall for Keely's Epic Battle fundraising event be waived.

CARRIED

b) Facility Waiver Request- Northern Star

CMHA Northern Star is hosting a Spaghetti Supper on Oct 27, 2022 and would like to use the Riverside Place.

Recommendation RS-2022-029

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Committee hereby recommends that the rental fee for Riverside place for Northern Star's (CMHA) fundraising event be waived. Northern Star is a non-profit organization and has requested for the rental fee to be waived.

CARRIED

c) Municipal Alcohol Policy

Some restrictions on alcohol policies have been relaxed by the province since 2019. It was requested that the City also relax its policy specifically in regards to marking alcohol designated areas. The province changed their guidelines to allow for designated areas to be defined in other ways other than fencing. Currently, the City requests a fence be installed to clearly differentiate the alcohol area from the non-alcohol areas. The policy is due to undergo its regular revisions in 2024. The committee decided to continue with the current bylaw and not to revise any sections at this time.

d) General Parks By-law

The City needs a general parks by-law to outline rules for its municipally owned parks. The parks should have regular hours that they are open to the public and there should be no overnight camping. The by-law should also include an important section to protect the green spaces from litter. Police need to have the authority to remove persons from the park if they are not obeying the by-law. Staff presented a proposed parks by-law to the committee.

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

e) Programming Update

The Active Travel Program is ongoing, with another bike ride scheduled for next week. There will be one more session of swimming lessons beginning next week. The beach has been very popular and attracting more people with the operational slide. There was an issue on the fountain pump, which will need welded. There has been some harassment of lifeguards when they're trying to enforce the rules of the beach. The staff was unaware of this and will follow up to deal with any incident reports.

f) Parks and Facilities Update

North on Tap took place July 9th at the Haileybury Pavilion and City staff assisted with cleanup and takedown. Picnic tables and garbage cans were supplied for the Great North Ontario Road Show, which was very well attended at the New Liskeard Fair Grounds. Staff have been busy with maintenance and they are hoping to have the same group of students back to help next year. The new basketball courts have been well utilized. The dirt piles around the dog park are being removed and should be cleared soon.

g) Director's Update

The front doors for the Don Shepherdson Memorial Arena have been delayed, which will extend the end date of the project. During renovations it was found near the bathroom that the heating and duct work was built from a paper product and encased in concrete. This issue will need to be addressed. The rink is expected to open on October 3 with access through the side entrance. Staff will meet with the contractor on August 24th for an update. The crew for the Pool Fitness Centre project is expected back tomorrow to complete the insulation for the small leak they repaired. It should be on time for its completion date. Staff are proposing some fee changes for the aquatics leadership levels to keep kids engaged and to continue with the facility as lifeguards. There is a high cost to take these courses and staff would like to attract more people to assist with the lifeguard shortage. The sale of marina slips were above the anticipated amount. Fuel prices may be reviewed and lowered for both marinas. FedNor donated additional money in the sum of \$250,000 and this money has been reallocated for paving around the Don Shepherdson Memorial Arena and Pool Fitness Centre. The Working Fund was paid back a sum of \$157, 000. The dog park is being used, but will need to be sprayed again for

thistles. It was suggested that a doggie toy bin be added because there has been some toys left behind in the field and staff do not want to run over the toys with the lawnmower. There was one interested person for skate sharpening and one bidder for the New Liskeard Arena Concession Stand.

h) Skating Club Letter

The Recreation Committee acknowledged the letter from Sharon Graydon requesting the skating club rental fee to be waived or reduced. The skating club has made improvements to the arena and recently joined both clubs together, the New Liskeard and Haileybury Skating Club. They will be paying rent for two rooms. The committee agreed that they could not offer the skating club a reduced rental rate because this would be unfair to other clubs and would set a precedent.

10. NEXT MEETING

The next Recreation Committee Meetings will be scheduled as follows:

- September 12, 2022 – City Hall, Haileybury Boardroom

11. ADJOURNMENT

Recommendation RS-2022-031

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:35 p.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 9:07 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor George Othmer, Town of Cobalt Mayor Carman Kidd John Telfer, City Manager Mitch McCrank, Manager of Transportation Stephanie Leveille, Treasurer Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Councillor Pat Anderson, Town of Cobalt

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2022-022

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee agenda for the August 10, 2022 meeting be approved as printed.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2022-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Temiskaming Transit Committee minutes for the July 4, 2022 meeting be adopted as printed.

CARRIED

7.0 CORRESPONDENCE/INTERNAL

8.0 UNFINISHED BUSINESS

a) Bus Ban-Letter Served

██████████ was served his letter for a 2-week bus ban for harassing one of the bus drivers.

9.0 NEW BUSINESS

a) Transit Update

No update

b) Public Transit Policy

Most transit committees have a policy in place for riding the bus. For example, all dogs who ride the bus must wear a muzzle and alcohol can not be brought on the bus. A policy should also be posted on the bus. Staff are working on a draft policy in order to better enforce the rules. Once the draft is completed, the committee can review and submit to council for approval.

10.0 CLOSED SESSION

Recommendation TC-2022-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 9:18 a.m. to discuss the following matters:

- Under Section 239 (k) of the Municipal Act; 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 – Contract Negotiations

CARRIED

Recommendation TC-2022-025

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee rise with/without report at 10:05 a.m.

CARRIED

11.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for August 17 at 9 a.m.

12.0 ADJOURNMENT

Recommendation TC-2022-026

Moved by: Mayor George Othmer

Be it resolved that:

The Transit Committee meeting is adjourned at 10:06 a.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 8:59 a.m.

2.0 ROLL CALL

PRESENT:	Mayor George Othmer, Town of Cobalt Mayor Carman Kidd (Chair) John Telfer, City Manager Tammie Caldwell, City Manager Mitch McCrank, Manager of Transportation Stephanie Leveille, Treasurer Councillor Pat Anderson, Town of Cobalt Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Councillor Mike McArthur

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2022-027

Moved by: Mayor George Othmer, Town of Cobalt

Be it resolved that:

The Temiskaming Transit Committee agenda for the August 17, 2022 meeting be approved as printed.

CARRIED

6.0 CORRESPONDENCE/INTERNAL

None

7.0 UNFINISHED BUSINESS

None

8.0 NEW BUSINESS

None

9.0 CLOSED SESSION

Recommendation TC-2022-028

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 9:00 a.m. to discuss the following matters:

- Under Section 239 (k) of the Municipal Act; 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 – Contract Negotiations

CARRIED

Recommendation TC-2022-029

Moved by: Mayor Othmer

Be it resolved that:

The Temiskaming Transit Committee rise with/without report at 9:33 a.m.

CARRIED

10.0 NEXT MEETING

To be determined.

11.0 ADJOURNMENT

Recommendation TC-2022-030

Moved by: Councillor Pat Anderson

Be it resolved that:

The Transit Committee meeting is adjourned at 9:34 a.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 11:00 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Danny Whalen (Chair) Councillor Doug Jelly Mayor Carman Kidd Paul Allair, Superintendent of Parks & Facilities John Telfer, City Manager Matt Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2022-022

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the August 11, 2022 meeting be adopted as printed.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2022-023

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting previous meeting minutes of July 14, 2022 be adopted as presented.

CARRIED

7.0 PRESENTATIONS/CORRESPONDENCE

None

8.0 UNFINISHED BUSINESS

a) New Haileybury Fire Station

A lot of work has begun on the interior of the fire station. The canopy must be completed before other work can be done. Pedersen Construction is working on the ditch on the property. Change orders have been approved or processed.

b) Don Shepherdson Memorial Arena – Accessibility Project

Work is progressing on the arena, but flooring cannot be completed this week because of the unexpected paper product found when doing renovations. The dividers for the bathrooms can be reused as well as much of the plumbing. The side entrance will be used when the arena opens on October 1 because there is a delay with the shop drawings for the front entrance doors.

c) PFC Roof Replacement

Removal of the PFC roof has been completed. There was a two-week delay waiting for materials. Crews are back on site and work is beginning again. Miller Paving will be paving the parking lot area later this month, which should only take about a day to complete.

9.0 NEW BUSINESS

a) Building Maintenance Department Update

Staff repaired the benches at the New Liskeard riding ring. Drains were unplugged at the Dymond works Complex with the Vac truck. The gymnastics room at the Don Shepherdson Memorial arena will be getting a new furnace. The pump at the Haileybury Beach fountain failed and staff are waiting on a part to fix it. The AC unit at the dentist and medical building has been leaking and will need repaired. The current bleachers at the Fall Fair grounds do not meet current standards and need to be updated or replaced. The New Liskeard Fall Fair Committee may own these bleachers.

10.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be held on September 22, 2022 starting at 11:00 AM.

11.0 ADJOURNMENT

Recommendation BM-2022-024

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:30 a.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 12:00 P.M.

2. ROLL CALL

PRESENT:	Councillor Jeff Laferriere (Chair) Councillor Danny Whalen Mayor Carman Kidd John Telfer, City Manager Matt Bahm, Director of Recreation Steve Burnett, Environmental Services Shelly Zubycck, Director of Corporate Services Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Kelly Conlin, Municipal Clerk Stephanie Leveille, Municipal Treasurer

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2022-049

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the August 11, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2022-050

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the July 14, 2022 meetings be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

None

8. UNFINISHED BUSINESS

a) Contract-Loss Revenue Increase Phippen Waste Management

A new contract begins with Phippen Waste Management on January 1. The revenue increase is not an unreasonable request and does stay within the current budget. Fuel costs have increased and Phippen Waste employees have had to take on additional work that the current contract did not cover.

Recommendation CS-2022-051

Moved by: Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider a one-time lump sum payment of \$36,011.95 be paid to Phippen Waste Management for the CPI Adjustment Request in Schedules A-D of the Phippen Waste Management contract, and further that the City renegotiate the contract with Phippen Waste Management as a result of the new landfill site opening in 2023.

9. NEW BUSINES

a) Stolen Property

A loader, a spare set of truck keys, and a laptop have all been stolen from Public Works. Police reports have been filed for the missing items.

b) Capital Forecasting & Asset Management Review

City manager will be meeting with senior staff and presenting a 5, 10, and 15 year plan for capital forecasting and asset management.

10. CLOSED SESSION

None

11. NEXT MEETING

The next Corporate Services Committee Meeting will be September 22 at 12:00 p.m.

12. ADJOURNMENT

Recommendation CS-2022-052

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:29 p.m.

CARRIED

**PROTECTION TO PERSONS AND PROPERTY
COMMITTEE MEETING MINUTES**

August 11, 2022 – 1:00 P.M.

Haileybury Boardroom

CHAIR – Mayor Carman Kidd & Councillor Mike McArthur

1. CALL TO ORDER

Meeting called to order at 12:42 p.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd Councillor Doug Jelly Councillor Mike McArthur John Telford, City Manager Shelly Zubych, Director of Corporate Services Steve Langford, Fire Chief Gabriel Tasse, By-Law Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Jennifer Pye, Municipal Planner Stephanie Leveille, Treasurer

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition of 9 b) 54 Lakeshore Road

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

Mayor Kidd declared conflict of interest regarding New Business, item 9 c) Council update- Aug 9th Revised resolution to Animal Control and item 10, Closed Session. His son has a RFP submission for the animal control contract.

5. APPROVAL OF AGENDA

Recommendation PPP-2022-020

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the August 11, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2022-021

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the May 19, 2022 and June 9, 2022 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE

None

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

a) Fire Activity Report

There have been 21 responses from June 9 to present. There was a grease fire on the back deck of 88 Katherine Street, New Liskeard. There was also issue with a fire call near the Quebec border where both detachments responded. Temiskaming detachment received a bill for Quebec responding to the call, however it was not in their jurisdiction and Temiskaming did not call them to respond. The Fire Chief would follow up with the Quebec detachment regarding the bill for service. Fire prevention education has been ongoing with 81 inspections, radio chats, newspaper ads, and public education. The air compressor has arrived for Station 3 and Station 1 is reaching out to Boyart Longyear for a possible Argo donation.

b) 54 Lakeshore Road

The building at 54 Lakeshore Road was boarded up and no one was to be living at the residence. There may be people living in this building again, which is not safe. Follow up on this would be done.

Mayor Kidd disclosed his conflict and left the meeting. Councillor Mike McArthur chaired the remainder of the meeting. Steve Langford also left the meeting.

c) Council update -Aug 9th Revised resolution to Animal Control

After the August 9th council meeting, the animal control contract was revised to permit a month-to-month contract. The bylaw officer and treasurer are to meet with Roxanne from Animals First to go over the contract and the financial and monthly reports. The reporting needs to be clear before the City can issue payment to Animals First for services. By the end of August, Animals First need to be out of the Scott Street location. Roxanne has informed the City that she has signed a lease at the former Haileybury Mall, but the City does not have a copy of the lease. She has not been in to sign the new contract.

10. CLOSED SESSION

**PROTECTION TO PERSONS AND PROPERTY
COMMITTEE MEETING MINUTES**

August 11, 2022 – 1:00 P.M.

Haileybury Boardroom

CHAIR – Mayor Carman Kidd & Councillor Mike McArthur

Recommendation TC-2022-022

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protections of Persons and Property convene into Closed Session at 1:05 p.m.
to discuss the following matters:

- a) Under Section 239 (k) of the Municipal Act; 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 – Animal Control Contract

Recommendation PPP-2022-023

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 1:40 p.m.

CARRIED

11. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for September 22, 2022.

12. ADJOURNMENT

Recommendation PPP-2022-024

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 1:22 p.m.

CARRIED

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Councillor Danny Whalen Mayor Carman Kidd Darrell Phanuef, Environmental Superintendent John Telfer, City Manager Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Jamie Sheppard, Transportation Superintendent Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2022-040

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the August 11, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2022-041

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the July 14, 2022 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

None

8. UNFINISHED BUSINESS

a) New Liskeard Landfill Expansion – Update

Pedersen & Lathem submitted bids for the New Liskeard Landfill Expansion. EXP advised that Lathem had an incomplete submission and a higher bid. Pedersen Construction had a complete submission and estimated it would cost 2.72 million with 1.5 million being spent for year 2022.

Recommendation PW-2022-042

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that Pedersen Construction be awarded the New Liskeard Landfill Expansion contract.

CARRIED

b) ICI Water Meter Installation – Update

There have been issues with booking and finding times that people are available for the installations. Rates will be established based on water consumption.

9. NEW BUSINESS

a) Traffic Planning

There is a budget of about \$55, 000 for traffic planning. Staff would like to conduct a traffic study for a few areas that remain congested such as the bridge, Chartrand's, Main and Rorke street and Broadwood and Ferguson.

Recommendation PW-2022-043

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that a traffic study be conducted for the City of Temiskaming Shores at the discretion of the Transportation Manager.

b) Road Closure Event Request

Staff are preparing a policy and procedures manual to assist event planners with road closures. There are many more events happening now that COVID restrictions have been lifted and a lot of staff time and resources are being used for road closures at these events. The manual would guide event planners and assist them in setting up their own safe and effective road closures.

c) West Road Culvert Relining

The pipe for this project should arrive next week. Our staff are trained to do this work, which will result in large savings for the City.

10. CLOSED SESSION

None

11. NEXT MEETING

The next meeting for the Public Works Committee will be held on Sept 22, 2022 starting at 9:00 AM.

12. ADJOURNMENT

Recommendation PW-2022-044

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:02 a.m.

CARRIED

GENERAL CAPITAL
Revenues & Expenditures
as at August 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	310,788	869,390	(558,602)				
	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	50,165	108,486	(58,321)				
TOTAL REVENUES		\$ 1,000,731	\$ 14,876,320	\$(13,875,589)				
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 Hill Station 3	29,298	23,000	6,298	90%	x		
Public Works:	2022 Roads Program	169,099	3,000,000	(2,830,901)	50%	x		
	Grant Drive Ext. Construction	15,029	1,600,000	(1,584,971)	75%	x		
	West Road Culvert Relining	45,251	100,000	(54,749)	40%	x		
	Radley Hill - Road Upgrades		659,810	(659,810)	35%	x		
	Pedestrian Cross Walk	23,267	100,000	(76,733)	90%	x		
Solid Waste:	Landfill Expansion	29,596	3,000,000	(2,970,404)	50%	x		
Property Mtncs:	Haileybury Fire Station (carryover)	1,219,045	2,200,000	(980,955)	70%	x		
	NL Arena Accessibility Project	296,404	1,000,000	(703,596)	70%	x		
	PFC Upgrades (floor & water softener)	20,774	70,000	(49,226)	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	701,452	800,000	(98,548)	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		\$ 4,019,092	\$ 14,876,320	\$(10,857,228)				
SURPLUS / (DEFICIT)		\$(3,018,361)	\$ -	\$(3,018,361)				

Memo

To: Mayor and Council
From: Airianna Leveille
Date: September 20, 2022
Subject: Feast on the Farm
Attachments: FOTF Temiskaming Shores Update Notice

Mayor and Council:

I am writing to provide you with an update on the Temiskaming Shores Feast on the Farm Event that was scheduled to take place on September 25, 2022. Great strides have been to make this event happen in 2022 but the unfortunate reality is that the food and restaurant industry is still in the recovery stages and there are many economical, logistical, scheduling, and staffing challenges that have made it very difficult for all partners to carry out this event in 2022.

As a result, it was determined that it is in the best interest of all parties and participants involved to defer this event to 2023. The Culinary Tourism Alliance will refund all ticket holders. We are working closely with the CTA to plan an exceptional culinary experience here in Temiskaming Shores next year.

The City's contribution as the project lead will be deferred to 2023 under the existing tourism marketing budget. Our partners at DNO and NOFIA will defer their share to 2023.

We look forward to hosting this incredible culinary showcase in 2023.

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

City Manager



FEAST ON[®] IN *the farm* TEMISKAMING SHORES

UPDATE: FEAST ON[®] THE FARM IN TEMISKAMING SHORES

The mission of each Feast On[®] the Farm event is to showcase the best of Ontario destinations, local food and beverage, and top chef talent. Temiskaming Shores was chosen to be a host destination because of its unique and diverse culinary landscapes with the goals of discovering, sharing, and celebrating tastes of the North.

While great strides have been made in 2022, the reality is that our industry is still in the recovery stages and there are many economical, logistical, scheduling and staffing challenges that have made it difficult for all interested parties to be involved in the event this fall. As a result, we feel that it's in the best interest of all attendees that The Culinary Tourism Alliance regroups with Temiskaming Shores in order to provide an experience that Northern Ontarians would be proud of.

We are willing to wait to do it right.

At this time, all ticket holders will be issued a refund. We appreciate our partners' support and understanding in our decision and look forward to joining together in Temiskaming Shores next year for an event that will truly knock your socks off.

Cheers!

Memo

To: Mayor and Council
From: Airianna Leveille
Date: September 20, 2022
Subject: FedNor Funding Amendment: Bilingual Project Coordinator – Project No. 39E-511659 – Amendment No. 5
Attachments: Appendix 01: Draft By-law Amendment (**Please refer to By-law No. 2022-140**)

Mayor and Council:

During the 2022 budget process it was determined that some of the projects requested within the budget submission could not be supported due to lack of funds. Staff worked with Fed Nor to amend the Building Ties project funding to get some additional funding support to enable the City to complete these tasks in 2022. Staff have worked diligently to try and carry-out these projects within the proposed timelines. However, for several reasons including the on-going pandemic, municipal elections, staff changes and seasonal nature of the projects in general, the project was not completed in its entirety by September 20, 2022.

As a result, staff requested to amend the Building Ties funding to extend the project timelines into 2023. This will enable the City to continue to lead these key Forestry and Agriculture projects as set out in the original application.

The following two projects listed below are outstanding:

- Forestry DEMO Day, re-scheduled to May 11, 2023.
- Devil's Rock Tourism Project – due to the seasonal nature of the work, it will be on-going throughout 2022 and 2023. The plan will consider the development of the trail system, parking, signage, accessibility and the possibility of the installation of a unique deck at the cliff's edge. An RFP will be forthcoming to contract a consulting firm to create a business plan for this development.

There are no financial implications. This memo is for information purposes and to advise of the new project completion date of June 30, 2023.

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 Zubyck
Director of Corporate
Services

City Manager

Memo

To: Mayor and Council
From: Airianna Leveille, Economic Development Officer
Date: September 20, 2022
Subject: FedNor Funding Amendment
Attachments: Appendix 01: Draft By-law Amendment (**Please refer to By-law No. 2022-141**)

Mayor and Council:

As we finalize the 2022 Prospectors and Developers Association of Canada Conference (PDAC) expenditures it was determined that the Event Costs relating to the staging line item from the original statement of work was over budget. This increase is a direct result of a change in venue and date that required additional carpeting and assembly than the original scope of work had entailed. Because the final invoice came in over the 15% threshold, we requested an amendment to utilize the surplus funds from the eligible marketing budget to re-align the project cost categories.

An amendment to FedNor was requested to move the total amount of \$31,240 from Marketing to Event Costs (staging).

The funding contract amendment from FedNor will be included in the bylaw section of tonight's agenda for approval. There is no additional cost or impact to the City.

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 Zubych
Director of Corporate
Services

City Manager

Memo

To: Mayor and Council
From: Airianna Leveille
Date: September 20, 2022
Subject: Reconnect Ontario 2022 Grant – Great Fire 1922 Centennial Event
Attachments: Appendix 01: Draft By-law (**Please refer to By-law No. 2022-142**)

Mayor and Council:

At the Council meeting of June 1, 2021, Council directed staff to work with the Haileybury Heritage Museum and apply for funding to support the Great Fire Centennial event scheduled for October 1, 2022. The resolution created a partnership between the City and the Museum for the sake of the project.

In early 2022, the City applied for various funding support opportunities including the Ontario Ministry of Tourism, Culture and Sport Reconnect Ontario 2022 Grant. We are pleased to report our funding application was approved in the amount of \$51,800.

The funding contract will assist in covering the costs associated to carry out the Great Fire Centennial event. Plans are well underway for the delivery of a successful event to highlight this significant time in the community's history.

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

City Manager

Memo

To: Mayor and Council
From: Tammie Caldwell, Interim City Manager
Date: September 20, 2022
Subject: 545 Lakeshore Road
Attachments: Appendix 1: Draft By-Law (**Please refer to By-Law 2022-143**)

Mayor and Council:

At the September 6, 2022 Regular meeting, Council provided direction to the Interim City Manager relating to the sale of 545 Lakeshore Road following the mutual release of the previous bidder.

As per By-Law 2022-099, as amended, being a by-law to delegate authority to the City Manager or Designate for certain acts during a “Lame Duck”, the Interim City Manager has been delegated the authority to execute the agreement of Purchase and Sale, pertaining to the disposition of any real or personal property of the Municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property. By-Law 2022-099 further states that any such actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and the commencement of the Council Term shall be reported to Council.

Staff is informing Council that an agreement of purchase and sale for 545 Lakeshore Road was finalized on September 8, 2022 with Tri Town Furniture Warehouse in the amount of \$70,000. The closing date of this sale is October 7, 2022.

With the sale of the property, previous By-Law 2022-117 being a by-law to authorize the Sale of Land to the previous bidder will be repealed.

Submission:

Prepared by:

“Original signed by”

Tammie Caldwell
Interim City Manager

Subject: Northern Ontario Mining Showcase 2023 (PDAC) **Report No.:** CS-038-2022

Agenda Date: September 20, 2022

Attachments

- Appendix 01:** Northern Ontario Mining Showcase Final Report 2022
Appendix 02: Fed Nor Contribution Letter Project Number 851-514676
Appendix 03: Draft By-Law (**Please refer to By-Law 2022-144**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-038-2022; and
2. That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase at the 2023 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 4 – 8, 2023, in the amount of \$745,000 for consideration at the September 20, 2022 Regular Council meeting.

Background

The City has led the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) conference and trade show for the past 8 years. The Showcase has grown over the years from 55 exhibitors in 2014 to 102 in 2022. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry.

Analysis

Even despite the on-going Pandemic the Northern Ontario Mining Showcase at PDAC 2022 was once again successful. The Showcase continues to grow and assist businesses across the North.

The 2022 event was postponed from its usual dates in March to mid-June. While this change resulted in decreased attendance overall at PDAC the outcomes from NOMS exhibitors were positive. The final report for the 2022 NOMS Showcase is attached as Appendix 1 which has all the statistics from the event.

Fed Nor has recently announced their funding support toward the Northern Ontario Mining Showcase at PDAC 2023. We now need to enter into a formal funding agreement with Fed Nor to accept the \$745,000 in funding required to provide the venues at PDAC.

Relevant Policy / Legislation / City By-Law

- 2022 Corporate Services Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

Financial / Staffing Implications

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

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

The City's financial contribution to the event will remain the same in 2023 at \$2,000.

It is further recommended that each member of Council have the opportunity to travel to the event during the term of Council to support the City's presence and to have a better understanding of the project. This recommendation will be considered in the 2023 annual operating budget.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Airianna Leveille
Economic
Development Officer

Shelly Zubycyk
Director of Corporate
Services

Tammie Caldwell
Interim City Manager



2022 Northern Ontario Mining Showcase

Project Report

City of Temiskaming Shores

6/20/2022



Table of Contents

1.0 Executive Summary 3

2.0 About the Project 4

 2.1 The 2022 Northern Ontario Mining Showcase Team 5

 2.1 Goals and Objectives..... 6

 2.3 Exhibitors 6

 2.4 Marketing and Promotion..... 6

3.0 Summary of Findings..... 7

 3.1 Measures & Key Performance Indicators 7

 3.2 Project Benefits & Outcomes..... 9

 3.3 Success Factors 10

4.0 Recommendations 17

5.0 Appendices..... 19



1.0 Executive Summary

The eighth annual Northern Ontario Mining Showcase (NOMS) was held from Monday June 13 through Wednesday June 15, 2022 as part of the Prospectors and Developers Association of Canada's (PDAC) 2022 convention. With \$690,000 in 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 provides a unique opportunity for Northern Ontario Mining Supply and Service companies to promote their products and services to an international audience.

With the support of FedNor, the presence of Northern Ontario businesses, organizations and communities has grown significantly, taking what was once a small corner booth within the Ontario Pavilion in 2010 to a showing of 110 exhibitors within the Northern Ontario Mining Showcase pavilion in both 2019 and 2020 followed by a virtual event featuring 65 participants in 2021 and 102 for the first post-pandemic event held in 2022.

Quick Facts

Event Name	2022 Northern Ontario Mining Showcase		
Date	June 13-15, 2022		
Location	Metro Toronto Convention Centre		
Pavilion Footprint	13,200 sq. ft.		
Total # of PDAC Attendees	17,500		
Summary of Annual Growth	YEAR	SQ. FT.	# OF EXHIBITORS
	2015	5,800	55
	2016	7,600	72
	2017	9,600	90
	2018	9,600	100
	2019	13,200	110
	2020	13,200	110
	2021	virtual	65
	2022	13,200	102

Profile of NOMS 2019 Exhibitors	TOTAL # of NOMS Exhibitors- 102 Indigenous (Operated / Focused) – 9 Metis (Operated / Focused) - 5 Women (Operated / Focused) – 11 Under 30 - 1 Private Sector - 91 Not for Profit – 11 Incorporated – 69 Sole Proprietorship – 15 Limited Partnership – 6 Incorporated after Jan 2020 - 8
Geographic Breakdown of NOMS 2022 Exhibitors	North East - 88 North West – 13 Pan Northern - 3

The overall goal of the project has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities, and networks. The intent 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 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 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 attract people and companies to the showcase. A third-party event coordinator manages logistics and helps promote the event to prospective exhibitors and attendees.

2022 NOMS PROJECT TEAM

PROJECT LEAD

City of Temiskaming Shores

FEDNOR LEAD

FedNor

Denise Deschamps, Initiatives Officer

EVENT COORDINATOR

Marla Tremblay, Markey Consulting

ON-SITE SUPPORT

Ron Begin, FedNor

Talia Damini , FedNor

Carman Kidd, City of Temiskaming Shores

Andre Brock, Temiskaming Shores Chamber of Commerce

Emily Ryan, IION

Jessica Laferriere, KDCDC

Curtis Byron, MineConnect

Kristen McKee, NOEP

Denise Hardy, Volunteer

EVENT COMMUNICATIONS

Barclay Babcock, FedNor

Detail Media

Casa di Media

VISITING DIGNITARIES

Hon. Patti Hadju, Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario

Mannon Brassard, Interim President of FedNor

Vivane Lapointe, MP Sudbury

Jagmeet Singh, Leader of the NDP

Charlie Angus, MP Timmins James Bay

Hon. Greg Rickford, Minister of Northern Development & Minister of Indigenous Affairs

Hon. Vic Fedeli, Chair of Cabinet & Minister of Economic Development, Job Creation and Trade

Karen Rees, Second Vice President of PDAC

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 consist of organizations and companies from Northern Ontario with the emphasis being placed on primarily attracting private sector participants. A list with a description, source community, and website address of participating exhibitors can be found in the NOMS directory (Appendices)

2.4 Marketing and Promotion

Various tools and tactics were utilized to promote the event to recruit participants and attract attendees such as direct contact and cold calls, e-mail blasts and posts on social media. Presentations and in-person solicitation/promotion were also undertaken at various industry events including the Canadian Institute of Mining 2022 Expo, MineConnect Road Shows, and quarterly Northern Ontario MSS sector round table meetings. The website nothernontariomining.com was also regularly updated with current information and utilized as a promotional tool providing easy 24/7 access to event information for participating exhibitors and interested parties.

In addition to marketing efforts, the coordinator, City, and FedNor staff utilized their networks to get the word out prior to and during PDAC. During the show itself, the event was promoted to PDAC attendees via direct contact, invitation distribution and social media. Participating exhibitors were also provided with a media guide which included invitation templates as well as how-to videos and templates for social media. To promote participants, a bilingual event directory with exhibitor and partner listings as well as the speaker presentation schedule were given to all attendees as well as disseminated by FedNor to participating federal departments at PDAC. Video clips featuring exhibitors were also created and deployed via social media during the 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 and type of participants:

It has been reported that 17,500 people attended PDAC in 2022 (down by 5,600 from 2020 due to residual hesitation and travel restrictions associated with Covid-19). By all accounts, traffic within the pavilion, which was located in the South Hall of the MTCC for the first time, was constant, and provided quality leads to exhibitors.

Additionally, many provincial and federal representatives, including the Honorable Patty Hadju, Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario as well as Manon Brassard, Interim President FedNor visited the NOMS to participate in the official opening and/or to tour the pavilion.

Number of businesses and company reps participating in the NOMS:

Our target number of exhibitors that participated in the showcase was set at a minimum of 100. The registration process was three-phased and included a base eligibility assessment, an application to exhibit once deemed eligible, and the actual registration once approved by the review committee. The breakdown of eligible, non-eligible, and approved applicants along with registrations and cancellations is as follows:

Total Applicants – 111

Ineligible applicants (did not meet base criteria) – 2

Applications deemed ineligible after further review – 2

Waitlist - 1

Decided not to participate post application - 2

Finalized Registrations – 104

Cancellations - 2

Number of businesses with increased export readiness:

Although we can provide a subjective assessment based on our knowledge of the participating companies, this number is impossible to determine for the 2022 event. We can however provide global statistics from past events:

YEAR	TOTAL VALUE OF SALES GENERATED	JOB CREATED	NEW PARTNERSHIPS	SQ. FT.
2015	\$3,200,000.00	42	43	5,000
2016	\$7,000,000.00	66	133	7,600
2017	\$8,495,000.00	43	142	9,600
2018	\$30,600,000	179	158	9,600
2019	\$24,800.00	267	320	13,200
2020	\$12,799.00	93	200	13,200
2021	n/a	26	29	virtual
TOTAL	\$86,894.00	716	1,025	N/A

Efforts are made to communicate with exhibitors at select intervals to evaluate this success factor. To participate in future events companies are obligated to share Return on Investment (ROI) data from previous participation as part of their application. As indicated from survey results provided, 100% of companies generated useful leads and contacts at the 2022 event.

Enhanced knowledge base and skill level of Economic Development Officer participants and small and medium enterprises (SME) with regards to export and trade

Participating communities and organizations increased their knowledge of the type of products and services that are offered by the Northern Ontario Mining Supply and Services sector. Show support staff consisted of economic development professionals from various communities throughout the North, some of which having limited experience with PDAC and the mining industry. The event provided them with an excellent opportunity to increase their knowledge of the industry, develop relationships with businesses and organizations from their respective communities and regions as well as learn from other more seasoned EDOs and partners who were on site. This will improve their ability to promote the region and assist clients in their community with partnership development and the creation of alliances.

Ongoing / Long Term

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 significant contacts and was of value to them. Listed below are the key benefits generated as a result of participating in the showcase:

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

One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.3 Success Factors. NB: the comments have been transcribed verbatim from the actual survey responses.

3.3 Success Factors

The project was deemed a success overall. Surveys were completed by NOMS exhibitors to deem the level of value placed on their respective participation in the Showcase. These surveys include questions regarding value of showcase, quantity of leads and sales generated, likelihood of participating in future programs, types of training required / sought; value of contacts made, potential for business opportunities generated, etc. The results are outlined below:

Value of showcase to participants (satisfaction survey results)

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

Extremely useful / valuable	57.47%	Slightly useful / valuable	0.00%
Very useful / valuable	32.18%	Not at all useful / valuable	0.00%
Moderately useful / valuable	10.34%		

Approximately how many quality contacts and potential business leads did you generate as a result of this event?

1-5 useful leads / contacts	25.3%	21-40 useful leads / contacts	10.3%
6-10 useful leads / contacts	32.2%	41+ useful leads / contacts	2.3%
11-20 useful leads / contacts	28.7%	We did not generate any	1.00%

Do you anticipate an increase in your export activities as a result of your participation in the 2022 Northern Ontario Mining Showcase?

yes 55% no 45%

Which of the following supports and services were the MOST valuable to you for your participation as an exhibitor? (select all that apply)

Service	Rate
registration fee / cost	90%
pre-fabricated kiosk and graphics	92%
exhibitor manual; FAQ; website; and other communications	53%
access / use of boardroom for storage, coats, meetings	22%
digital / social media program and marketing	51%
exhibitor meet & greet (Jack Astor's)	32%
Northern Ontario Night (Steamwhistle)	75%

Do you feel that the NOMS speaker / presentation series is of benefit to you and your fellow exhibitors?

Yes 75% No 25%

Are there any specific topics that you would recommend including as part of future Northern Ontario Mining Showcase Speaker Series?

- Recycling. Circular Economy Series
- Clean-Tech in mining
- Critical Metals and EV materials
- Panels on international/domestic mining projects
- Recruitment and retention
- Indigenous partnerships
- Mining Hot Topics and Trends

Are there any additional services or supports you would suggest be provided to exhibitors in the future? (items highlighted in yellow are things we already provide; those in blue are things we have no control over)

- Ability to print off our exhibitor badges at our offices to avoid the registration madness
- Complete digital list of PDAC attendees and contact info
- Business card holders to place on booth
- Onsite meeting room
- Video tutorials leading up to the event
- Coffee and snacks stations
- More comfortable chairs
- Speed-networking B2B session with mines
- Look at our services and line up potential meetings for us at PDAC
- Larger booth size to showcase our products
- Possible translation services
- Allow exhibitors to select our booth location
- More social media mentions leading up to the show of companies attending
- Group shipping

Would your company be interested in exhibiting within a grouped pavilion at other events (e.g. CIM; Minexpo) ?

yes - 76% no - 6% maybe – 18%

3.3 Key Success Factors

Overall concept

Hosting a Northern Ontario mining exhibit as part of PDAC works very well. Having a captive audience provides a source of qualified attendees which ensures value for the exhibitors and partners. This also provides exhibitors and partners with an opportunity to visit the PDAC floor and attend client events thereby generating an additional benefit for their participation.



Timing (funding / announcement / planning)

Sourcing and securing funding support has become a much quicker process year over year which results in being able to aim for 110 exhibitors again in 2023 and to begin promoting the event immediately after the summer holidays. The City of Temiskaming Shores has already submitted a Phase 1 application for funding for 2023, including a budget that reflects the recommendations herein, in order to adhere to a similar schedule.

Communications

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

Venue

Having a well-designed pavilion layout, including the addition of large backlit graphics, an enhanced video wall, touch screens for way finding and interesting structures projected the North as being very professional and unique. The dedicated funders kiosk manned by FedNor staff was also of great value, seeing a steady stream of people inquiring about various funding programs to support their businesses. The combination of exhibitor kiosks, along with the complimentary coffee in the café and seating 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.

Planning Team & Onsite Support Staff

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to register and participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide essential support at the event itself in addition to promoting the pavilion on site. As the event has grown, so has the need for onsite support staff. Over and above planning team members, 9 individuals provided onsite support in 2022. Their role consisted of various tasks including but not limited to assisting exhibitors with their booth set up, helping visitors with interactive touch screens, locating specific exhibitors, providing funding information, coordinating presenters and AV for speaker series, welcoming government representatives, assisting with show set up and tear down, assisting with exhibitor sign-in, etc...

Coordination



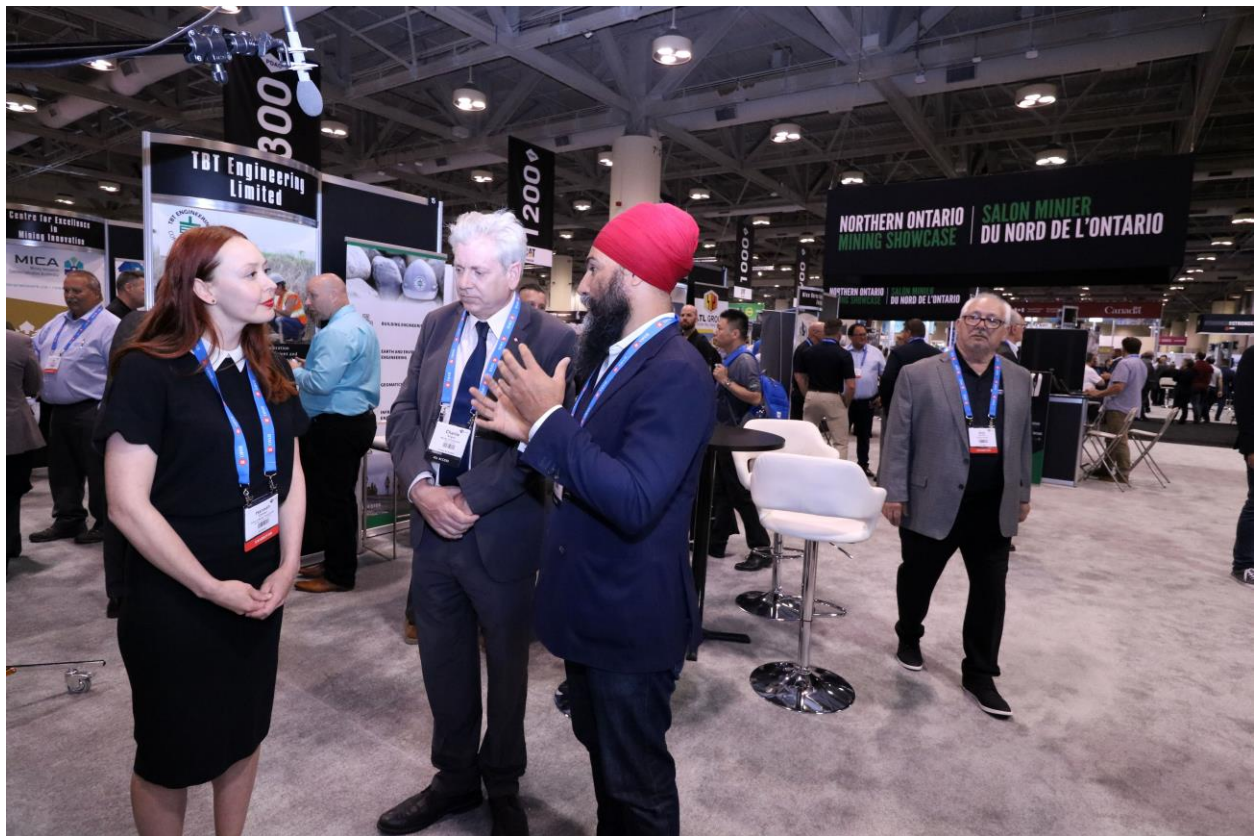
Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario is key to the success of the event. Given the timeline and the fact that planning team members have numerous portfolios and responsibilities, having the support of a coordinator to assist in organizing the event helps to ensure that things are kept on track. Markey Consulting has provided excellent service over the past eight years.

Program

The 2022 event featured a speaker series within the pavilion which included an industry-led panel, a new business launch, as well as various presentations by exhibitors, funding partners, and individuals representing select non-exhibiting organizations. These resulted in drawing attendees to the Showcase while providing both promotional and capacity-building opportunities for NOMS exhibitors. In addition to the speaker series, a ribbon cutting was held with various political figures taking the time to attend and participate. The NOMS was honored to welcome the following:

- The Honourable Patti Hadju, Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario
- Mannon Brassard, Interim President of FedNor
- Karen Rees, Second Vice President of PDAC
- Carmen Kidd, Mayor – City of Temiskaming Shores

In addition to the participation of said dignitaries, several MPs, MPPs and Northern Ontario mayors attended the event. This event also attracted many other visitors to the Showcase who subsequently stayed to visit with exhibitors following the speeches and photos.



Boardroom & Meeting Space

Renting spaces for meetings, storage and registrations makes things much more manageable. Having extra space to store collateral materials, and equipment is extremely useful and is recommended in the future. This also provides space for exhibitors and partners to hold various-sized meetings. Per past recommendations, an additional boardroom was reserved at the Intercontinental Hotel to ensure space is available for impromptu meetings for partners and government representatives. For 2023 we recommend onsite meeting space within the pavilion which will not only save time for exhibitors but will also create a new opportunity to demonstrate business activity in the pavilion.

Website

The northernontariomining.com includes sections geared not only to NOMS exhibitors, but also for attendees. The website is an excellent tool for promoting the event and serves as a one stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, downloadable exhibitor manuals from current and previous events, an image gallery, videos 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.

Partner Collaboration

Significant efforts are made to ensure collaboration between various partner organizations as a means of providing additional benefits to NOMS exhibitors and to cross-promote programs and initiatives. Examples of said partnerships include participating in PDAC Canada Day events and promotion of B2B program spearheaded by Global Affairs.

Complementary Events

Events which encouraged networking outside of show hours were very beneficial to the exhibitors. (Note: although these events are not directly FedNor funded, they have a positive impact on the NOMS and are therefore worthy of noting) These included an offsite informal exhibitor and committee meet & greet on the evening prior to the show start as well as Northern Ontario Night, which is a hospitality event where Northern Ontario Mining Showcase exhibitors can invite clients and contacts to attend. Over 1200 people attended the latter in 2022.

NOMS Interactive Touch Screens

The interactive touchscreens continue to be appreciated and well used and enable attendees to search and locate NOMS exhibitors alphabetically and by sub-sector. The touch screens also create a point of interest and conversation starter which often resulted in people entering the pavilion when they hadn't initially planned to.



Enhanced Digital Media Program

The services of a professional digital marketing firm were contracted again in 2022 to capture and post images, video clips, exhibitor testimonials, presentations, panels and special events. This content provided quality material for pre- onsite and post-event marketing efforts. Engaging exhibitors in the process by providing them with a digital marketing plan listing our NOMS-specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. For details on the effectiveness of this enhanced social media presence, see Appendices.



Student program

The Northern Ontario Mining Showcase actively participated in the PDAC student program for the 3rd time in 2022. This consisted of registering to be part of the student tours and attending the student luncheon. Five NOMS exhibitors attended the luncheon and shared information about their respective job opportunities with new grads. Significant efforts were made to provide detailed material on specific jobs and companies that are hiring in advance of the student tours, and while participation from students on the formal tours was quite low, the tools created were valuable and distributed to many individuals seeking employment information. For 2023, the NOMS planning team will revisit their approach and identify ways in which NOMS exhibitors can take better advantage of the student program to assist with their hiring efforts.

Other

The NOMS pavilion featured the UAS semiautonomous Boston Dynamics robot dog, SPOT. The robotic dog demonstrated the type of innovation that is being utilized in northern Ontario and was a not only a big draw, but resulted in numerous additional posts on social media.



4.0 Recommendations

Every year, the NOMS planning team and onsite support staff hold a post-event debrief to identify potential areas for improvement. The following consists of the list of recommendations from 2020 that were addressed along with the outcome in 2022.

Recommendations from 2020

Recommendation	Outcome
reserve an additional boardroom for impromptu meetings	An additional boardroom was reserved at the Intercontinental Hotel for the duration of the event
schedule show staff 30 minutes prior to show open (daily) to set up information desk and funders table	Show staff were scheduled accordingly
have business card booklets at the information desk for each NOMS related contact (e.g. delegation lead) to collect business cards in one spot	Business card booklets were utilized to collect data
have more lapel mics vs. hand held for stage	Lapel mics were purchased but not utilized in 2022 due to placement of pavilion in south hall

change the speaker set up (have them on outside corners facing in) and place them lower to the ground to improve sound and contain noise	n/a due to stage placement in south hall – will ensure recommendation is forwarded for 2023 return to North Building
ensure AV system enables sound for videos being played on stage television	Revamped sound system to play videos
revisit student program and international delegation program to determine value and approach	Limited international delegations due to Covid – will revisit for 2023
provide 2 chairs per booth to avoid exhibitors taking them from the seating areas and other booths	2 chairs were provided to each exhibitor
consider branded refillable bottles swag for exhibitors (promo + environmentally friendly)	Budget for this was utilized to purchase masks - will revisit for 2023

Recommendations for 2023

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at PDAC in 2023. To ensure ongoing demand and maintain quality, the target number of participants will remain at a maximum of 110 exhibitors, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period.

To ensure the continuing success of the event, below are recommendations for 2023:

- Create an onsite meeting space within the pavilion
- Resume interactive exhibits on pavilion floor
- Dedicate a volunteer to manage show staff on day 1 of event
- Streamline onsite exhibitor registration to include stations for PPE etc..
- Purchase additional toe-caps for set up in various sizes, include sign in and sign out sheet
- Reduce number of printed directories while providing online version via QR code to limit paper and waste
- Provide additional training/ guidance for exhibitors to pre-arrange meetings and promote their presence
- Feature USA semiautonomous Boston Dynamics robot dog again in 2023
- Revisit student program and international delegation program to determine value and approach
- Consider branded refillable bottles swag for exhibitors (promo + environmentally friendly)
- Schedule lunch breaks for show staff
- Work with PDAC to negotiate additional benefits for NOMS as largest exhibitor

5.0 Appendices

The following supporting documents can be found [here](#).

- Exhibitor Manual
- Exhibitor Directory
- NOMS Digital Campaign Report
- NOMS 2022 Video and Photo Gallery



Federal Economic Development
Agency for Northern Ontario

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

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

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

September 14, 2022

Project Number: 851-514676

Mrs. Shelly Zubycck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mrs. Zubycck:

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 \$745,000 towards hosting the Northern Ontario Mining Showcase at PDAC 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,

Barrette,

Marc

Duc Perreault

Digitally signed by
Barrette, Marc

Date: 2022.09.14

14:50:13 -04'00'

Program Director

Federal Economic Development Agency for Northern Ontario (FedNor)

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

c.c. Mrs. Stephanie Leveille, Treasurer

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: September 20, 2022
Subject: Recreation Department Cancellation and Refund Policy
Attachments: Appendix 1: Draft By-Law Amendment (**Please refer to By-Law 2022-145**)

Mayor and Council:

Council adopted by-law No. 2020-032, being a by-law to adopt a Recreation Cancellation and Refund Policy for the City of Temiskaming Shores at its regular meeting on March 24, 2020. The by-law provides staff a consistent set of rules and procedures to assist members of the public when they request cancellations and/or refunds of facility bookings and program registrations.

Stemming from discussions with Recreation Department staff, it is my belief that this policy is too strict in regard to cancellations and transfers which happen within 48-hours of payment being received. This has resulted in some upset users and an increased administrative burden on front-line customer service staff.

Staff are therefore recommending to update section 14 of the policy to the following:

14. Programs (Swimming Lessons, Fitness Classes, Youth Programs, and Aquatic Leadership Classes)

- 14.1. All program registrations will be provided a 48-hour grace period beginning from the time of registration where withdrawals and transfers will be permitted without penalty to the purchaser.
- 14.2. After the 48-hour grace period outlined in 14.1, an administration fee of \$20.00 or 20% of the registration cost (whichever is less) is applicable for all non-medical cancellations of program registrations
- 14.3. Program registrations cancelled at least seven (7) days prior to the start of the program will be eligible for a full refund (less an administrative fee of \$20.00 or 20% whichever is less) unless they occur within the 48-hour grace period.
- 14.4. For all programs, there will be no administration fee for refunds due to medical reasons. A medical note from a medical practitioner must accompany the refund request. Refunds will be processed according to the date of the written request,

with accompanying note, is received by the City of Temiskaming Shores. Refunds will be prorated based on the number of classes already completed (if any) at the date of written request.

- 14.5. Any program transfers will be subject to an administration fee of \$20.00 or 20% of the registration cost (whichever is less) unless they occur within the 48-hour grace period. Program transfers at the request of or by the City will not be charged a fee.

The Recreation Committee considered the proposed change at its regular meeting on September 12, 2022. After discussion, the committee passed the following recommendation:

Recommendation RS-2022-036

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Committee hereby acknowledges receipt of Administrative Report No. 012-2022-RS and recommends Council adopt the terms as set out in this report, amending By-law No. 2020-032 (Recreation Cancellation and Refund Policy), which would allow a 48-hour grace period for program registrations and cancellations

CARRIED

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

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: September 20, 2022
Subject: Recreation Facility Users Liability Insurance Policy
Attachments: Appendix 01 – Draft By-Law Amendment (**Please refer to By-Law 2022-146**)

Mayor and Council:

At its February 15, 2022 regular meeting, Council passed By-Law 022-034 being a by-law to adopt a Recreation Facility Users Liability Insurance Policy for the City of Temiskaming Shores. This by-law ensured that all renters of municipal recreation facilities either provide proof of general liability insurance naming the city as a co-insured or purchase additional coverage through the City's insurer.

At the June 21, 2022 Regular Meeting, Council passed By-law 2022-112 being a by-law to enter into an agreement with Marsh brokered by MIS Municipal Insurance Services Brokers Ltd. for the provision of Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025.

MIS informed the City that the same type of coverage for facility users that the City had previously implemented was available however, they noted that it is offered in a different way which necessitates changes to the Recreation Facility User Liability Insurance Policy. Moving forward, the city will pay a one-time fee each year to MIS for this coverage and the City will in turn add a surcharge to facility users at the time of booking who need to use this additional coverage.

The proposed changes to the policy amount to minor corrections throughout the document and changes to section 6 – "Procedures" to match the new procedures for our new insurance provider.

The City will continue to require all recreation facility renters to either provide proof of insurance naming the city as a co-insured or pay a surcharge to be covered by the city's supplemental low-risk event insurance policy.

Prepared by:

“Original signed by”

Mathew Bahm
Director of Recreation

Reviewed and submitted for Council’s
consideration by:

“Original signed by”

Tammie Caldwell
Interim City Manager

Subject: Recreation Department Fee Updates

Report No.: RS-018-2022

Agenda Date: September 20, 2022

Attachments

Appendix 01: Draft Fee Schedule for 2022-2024

Appendix 02: Draft By-Law Amendment (**Please refer to By-Law No. 2022-147**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-018-2022; and
2. That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Recreational Fees for 2022 to 2024 for consideration at the September 20, 2022 Regular Council meeting.

Background

Staff completed a thorough review of recreation fees in the summer of 2021 in anticipation of setting a three-year fee schedule for 2022, 2023 and 2024. This review was presented to Council at the November 2, 2021 Regular Council Meeting and adopted by Council as By-Law 2021-169. The fee schedule was subsequently amended at Council's Regular Meeting on December 21, 2021 to make minor corrections.

As part of our ongoing review of regular operations, the City's Aquatics management team have noted a decrease in the number of people completing their qualifications to become certified to be a lifeguard. Additionally, staff have noted that previously, lifeguards have been paid a premium above other jobs which typically employ young adults. However, with the ongoing inflation experienced in the past year, this wage premium has diminished leaving fewer incentives to become a lifeguard.

Over the summer of 2022, the recreation department was forced to limit the amount of pool programming available at the Waterfront Pool and Fitness Centre as a result of fewer lifeguards on staff and a desire to prioritize supervision at the Haileybury Beach.

As a proactive approach to deal with this shortage of lifeguards, staff are proposing to substantially decrease the cost of aquatic leadership training programs offered by the City.

Staff are also proposing to add a seasonal tenting fee for Bucke Park Campground and a discounted fee for swimming lessons at the Haileybury Beach in anticipation of offering that program in 2023. Staff are also recommending adding fees for using the City's new Facility Users Liability Insurance program.

The Recreation Committee considered the fee changes being proposed at its regular meeting on September 12, 2022. After consideration, the committee passed the following recommendation:

Recommendation RS-2022-035

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee hereby acknowledges receipt of the Administrative Report No. RS-018-2022 and recommends Council amend By-law No. 2012-039 (Departmental User Fees) by reducing the fees for aquatic leadership training programs, offering a discount for Haileybury Beach swimming lessons, as well as adding a seasonal tenting fee for Bucke Park Campground, and adding an insurance fee for the City's updated Facility Users Liability Insurance Policy.

CARRIED

Analysis

Lifeguards are the backbone of any aquatics program and it has become increasingly difficult to find interested, capable and qualified individuals to work for the City of Temiskaming Shores in this capacity. The City is fortunate to have staff and space available to offer the certification programs necessary to become a lifeguard but these programs often run below capacity. Staff are proposing to change aquatic leadership fees as follows:

- National Lifeguard Standard Certification: no cost to residents, 50% discount to non-residents
- Bronze Cross and Bronze Medallion: 50% discount on all registrations

To ensure that residents of the City are first to receive these benefits, all aquatic leadership courses will have a staggered registration period whereby residents have first opportunity to register in these programs. We are making these changes in this way to maximize the number of people who can work as a lifeguard for the City of Temiskaming Shores.

We believe this will help to further incentivize people to become lifeguards as we lower the barriers they must overcome to get the necessary certifications.

These fee changes for aquatic leadership courses have been proposed to take effect immediately and for a period ending December 31, 2023. Staff will review these changes in 2023 to determine if they are having the desired effect and propose an extension if benefits have materialized.

City staff are also proposing to offer a discounted rate for swimming lessons at the Haileybury Beach in 2023 as a trial to see if registration numbers will support offering this program. The City has received a handful of requests to offer this program at the Haileybury beach over the last year. Upon review, we have concluded that a discounted rate is worthwhile to implement to ensure better coverage of programming within the community and to utilize our staff who will already be present at this space. Based upon how the beach is operated this program is not anticipated to increase staffing costs to the City.

The City has transitioned to a new insurance provider who offers low-risk event insurance in a different manner than our previous insurer. As per the Recreation Facility User Liability Insurance Policy, everyone booking a facility is required to either provide proof of insurance or utilize the City's insurance program. Previously, the City charged a per booking fee as determined by the insurance provider and passed along that premium to the insurer. Moving forward, the City has paid a flat rate fee that automatically covers all low-risk events at municipal facilities and will instead issue a surcharge to facility users who do not provide proof of their own insurance. The fee being recommended to council is \$5 per booking for all facilities except for events where alcohol will be served. Those bookings have a proposed insurance fee of \$250. These proposed fees are below the cost individual users would be able to find if purchasing private general liability insurance and are expected to provide a small surplus to the city above our cost of this addition to our insurance policy.

These fee changes will also ensure the City is protected from potential claims arising from uninsured facility users such as ice bookings by individuals and facility bookings by unincorporated groups.

Relevant Policy / Legislation / City By-Law

- 2022 Municipal Operations Budget

Consultation / Communication

- Consultation with the City's Aquatic Management team
- Consultation with the City Manager

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 ☐

Reducing fees for these aquatic leadership programs are expected to have two effects towards financials.

1. Based upon previous registrations, if we were to receive the same number of registrations, we would expect to forgo approximately \$2,500 in revenue for the remainder of 2022. This amount would be approximately \$5,000 for the calendar year 2023 and budgeted for accordingly.
2. A decrease in the cost of registering for the programs should result in an increase in the total number of people registering for them. If we increase registration from an average of 7 people in each course to an average of 10 the total forgone revenue in 2022 would be only \$1,500. This amount would be approximately \$3,000 for the calendar year 2023 and budgeted for accordingly.

Climate Considerations

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

Alternatives

1. Council could decline changes to the Recreation Department Fee Schedule at this time.

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

Recreation Department Fees

Prices plus HST (where applicable)

Arenas

Haileybury / New Liskeard Arena Hourly Ice Rates			
Category	Season		
	2022	2023	2024
Non-Profit – Youth	\$ 100.00	\$ 102.00	\$ 104.04
Prime Time Ice	\$ 140.00	\$ 142.80	\$ 145.66
Non-Prime Ice*	\$ 82.00	\$ 83.64	\$ 85.31
New Liskeard Cubs U18	\$ 112.00	\$ 114.24	\$ 116.52
School	\$ 70.00	\$ 71.40	\$ 72.83
*Note: Non-Prime Ice is available from September 1 st to April 30 th , Monday to Friday from 6am to 4pm excluding holidays, and school breaks.			

Haileybury / New Liskeard Arena Hourly Floor Surface Rates			
Category	Season		
	2022	2023	2024
Floor – Per Hour (Maximum of 4 Hours)	\$ 45.00	\$ 45.90	\$ 46.82
Non-Profit per day	\$ 350.00	\$ 357.00	\$ 364.14
Local Commercial Event per day	\$ 665.00	\$ 678.30	\$ 691.87
Non-Resident Commercial Use	\$ 931.00	\$ 949.62	\$ 968.61
Note: Second day of a daily rental will be charged at 50% of the regular rate.			

Outdoor Facilities and Sport Programs

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 50.00 annually

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 35.00	\$ 35.70	\$ 36.41
Tournament / Day	\$ 130.00	\$ 132.60	\$ 135.25
Minor Ball / Game	\$ 28.00	\$ 28.56	\$ 29.13

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 30.00	\$ 30.60	\$ 31.21

Tennis Courts			
Category	2022	2023	2024
Daily Rental	\$ 20.00	\$ 20.40	\$ 20.81

Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2022	2023	2024
Private Rental	\$ 505.00	\$ 515.10	\$ 525.40
Second Day Rental	\$ 255.00	\$ 260.10	\$ 265.30
Not-for-Profit Daily Rental	\$ 255.00	\$ 260.10	\$ 265.30
Private Weekly Rental (M-F)	\$ 1,262.50	\$ 1,287.75	\$1,313.51
Non-Profit Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only 375 Banquet & Dance 270		
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent - \$100 +HST		

New Liskeard Community Hall: 90 Whitewood Avenue			
Category	2022	2023	2024
Private Rental	\$ 409.50	\$ 417.69	\$ 426.04
Second Day Rental	\$ 205.00	\$ 209.10	\$ 213.28
Not-for-Profit Daily Rental	\$ 205.00	\$ 209.10	\$ 213.28
Private Weekly Rental (M-F)	\$ 1,023.75	\$ 1,044.23	\$1,065.11
Non-Profit Weekly Rental (M-F)	\$ 512.50	\$ 522.75	\$ 533.21
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	500	
	Banquet & Dance	278	
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2022	2023	2024
Private Rental	\$ 255.00	\$ 260.10	\$ 265.30
Second Day Rental	\$ 126.00	\$ 128.52	\$ 131.09
Not-for-Profit Daily Rental	\$ 126.00	\$ 128.52	\$ 131.09
Private Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
Non-Profit Weekly Rental (M-F)	\$ 315.00	\$ 321.30	\$ 327.73
3 Hour Rental	\$ 50.00	\$ 51.00	\$ 52.02
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2022	2023	2024
Per Hour	\$ 31.50	\$ 32.13	\$ 32.77
Per Day	\$ 160.00	\$ 163.20	\$ 166.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Capacity			
Standing Space		902	
Dining or alcohol		328	
Details			
Small kitchen with fridge	No stove		
40 Chairs Available			

Haileybury Arena Hall: 400 Ferguson Avenue			
Category	2022	2023	2024
Private Rental (includes bar & kitchen)	\$ 355.00	\$ 362.10	\$ 369.34
Second Day Rental	\$ 180.00	\$ 183.60	\$ 187.27
Not-for-Profit Daily Rental	\$ 180.00	\$ 183.60	\$ 187.27
Private Weekly Rental (M-F)	\$ 887.50	\$ 905.25	\$ 923.36
Non-Profit Weekly Rental (M-F)	\$ 450.00	\$ 459.00	\$ 468.18
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8' rectangular tables 25 – 5' round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion's Den: 400 Ferguson Avenue			
Category	2022	2023	2024
Per Hour	\$ 28.00	\$ 28.56	\$ 29.13
Per Day	\$ 130.20	\$ 132.80	\$ 135.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 79.03
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8' rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42' x 25'		

Notes:

City staff setup fee for all Municipal Hall and Event Spaces is \$75.00 +HST

Any staff required on an hourly basis are charged to the renter at \$ 44.36 per hour for regular time and \$66.54 per hour for overtime

Outdoor Leisure Facilities

Bucke Park				
		2022	2023	2024
Tent Rates	Daily	\$ 26.25	\$ 26.78	\$ 27.31
	Weekly	\$ 162.75	\$ 166.01	\$ 169.33
	Monthly	\$ 488.25	\$ 498.02	\$ 507.98
	Seasonal	\$ 1,250.00	\$ 1,275.00	\$ 1,300.50
Trailer Rates	Daily	\$ 52.50	\$ 53.55	\$ 54.62
	Weekly	\$ 257.25	\$ 262.40	\$ 267.64
	Monthly	\$ 708.75	\$ 722.93	\$ 737.38
	Seasonal	\$ 2,047.50	\$ 2,088.45	\$ 2,130.22
Docking Fees	Daily	\$ 15.00	\$ 15.30	\$ 15.61
	Weekly	\$ 85.00	\$ 86.70	\$ 88.43
	Monthly	\$ 162.75	\$ 166.01	\$ 169.33
	Seasonal	\$ 300.00	\$ 306.00	\$ 312.12

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 30.59

Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street						
Rates Per Visit						
Facility	2022		2023		2024	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.65	\$ 3.76	\$ 4.65	\$ 3.76	\$ 4.87	\$ 3.98
Pool - Family	\$ 11.73		\$ 11.73		\$ 12.17	
Fitness Rooms	\$ 7.08	\$ 5.97	\$ 7.08	\$ 5.97	\$ 7.30	\$ 6.20
Squash Racquet Rental	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.45	\$ 3.45
Book of 5 passes for Gym	\$ 29.38	\$ 24.78	\$ 29.38	\$ 24.78	\$ 30.56	\$ 25.77
Book of 5 passes for Pool	\$ 19.30	\$ 15.60	\$ 19.30	\$ 15.60	\$ 20.07	\$ 16.23
Book of 5 passes for Full Facility	\$ 32.50	\$ 26.98	\$ 32.50	\$ 26.98	\$ 33.80	\$ 28.05
Arthritic Program	\$ 3.98		\$ 3.98		\$ 4.20	
Aquafit	\$ 5.97		\$ 5.97		\$ 6.20	
Cardiopulmonary Program	\$ 4.42		\$ 4.42		\$ 4.60	

Membership Rates									
	2022			2023			2024		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$58.41	\$48.48	\$141.00	\$58.41	\$48.48	\$141.00	\$60.75	\$50.42	\$146.64
3 months	\$145.44	\$116.35	\$351.10	\$145.44	\$116.35	\$351.10	\$151.26	\$121.01	\$365.15
1 year	\$465.41	\$349.06	\$1,165.66	\$465.41	\$349.06	\$1,165.66	\$484.03	\$363.02	\$1,212.28
Pool									
1 month	\$41.35	\$36.11	\$93.09	\$41.35	\$36.11	\$93.09	\$43.00	\$37.55	\$96.76
3 months	\$102.96	\$84.49	\$231.66	\$102.96	\$84.49	\$231.66	\$107.08	\$87.87	\$240.92
1 year	\$341.82	\$236.58	\$722.77	\$341.82	\$236.58	\$722.77	\$355.50	\$246.04	\$751.68
Full									
1 month	\$88.27	\$68.85	\$220.68	\$88.27	\$68.85	\$220.68	\$91.80	\$71.61	\$229.51
3 months	\$219.80	\$164.85	\$549.50	\$219.80	\$164.85	\$549.50	\$228.59	\$171.44	\$571.48
1 year	\$729.74	\$514.33	\$1,824.35	\$729.74	\$514.33	\$1,824.35	\$758.93	\$534.91	\$1,897.32

Aquatic Programs			
	2022	2023	2024
Arthritic Program			
Per Class	\$ 3.98	\$ 3.98	\$ 4.20
8 classes	\$ 29.60	\$ 29.60	\$ 30.78
16 classes	\$ 56.00	\$ 56.00	\$ 58.24
24 classes	\$ 79.20	\$ 79.20	\$ 82.37
AquaFit			
Per Class	\$ 5.97	\$ 5.97	\$ 6.20
8 drop-in classes	\$ 36.00	\$ 36.00	\$ 37.44
16 drop-in classes	\$ 67.20	\$ 67.20	\$ 69.89
24 drop-in classes	\$ 93.60	\$ 93.60	\$ 97.34
5 Class Evening Session	\$ 30.00	\$ 30.00	\$ 31.00
6 Class Evening Session	\$ 36.00	\$ 36.00	\$ 37.20
8 Class Evening Session	\$ 48.00	\$ 48.00	\$ 49.60
Swimming Lessons ½ hour class (9 classes)	\$ 51.03	\$ 51.03	\$ 53.07
Swimming Lessons ¾ hour class (9 classes)	\$ 59.06	\$ 59.06	\$ 61.43
Swimming Lessons 1 hour Class (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Swimming Lessons ½ hour class (10 classes)	\$ 56.70	\$ 56.70	\$ 58.97
Swimming Lessons ¾ hour class (10 classes)	\$ 65.63	\$ 65.63	\$ 68.25
Swimming Lessons 1 hour Class (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Swimming Lessons (Private) – (9 Classes)	\$ 225.00	\$ 225.00	\$ 234.00
Swimming Lessons (Private) – (10 Classes)	\$ 250.00	\$ 250.00	\$ 260.00
Rookie/Ranger/Star (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Rookie/Ranger/Star (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Haileybury Beach Swimming Lessons ½ hour class (10 classes)	\$ 22.68	\$ 22.68	\$ 23.59
Adult Swim Lessons (9 Classes)	\$ 76.13	\$ 76.13	\$ 79.17
Timiskaming Northern Loons (per hour)	\$ 35.00	\$ 37.00	\$ 39.00

Aquatic Leadership Programs*			
Bronze Medallion	\$ 78.75	\$ 78.75	\$ 163.80
Bronze Cross	\$ 65.63	\$ 65.63	\$ 136.50
Bronze Cross with Standard First Aid	\$ 78.75	\$ 78.75	\$ 163.80
National Lifeguard Course	\$ 0.00	\$ 0.00	\$ 262.08
National Lifeguard Course (Non-Resident)	\$ 157.50	\$ 157.50	\$ 327.60
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Swim Instructors Course	\$ 167.76	\$ 167.76	\$ 174.47

Lifesaving Instructors Course (R/R/S & Bronze)	\$ 130.46	\$ 130.46	\$ 135.68
Standard First Aid	\$ 115.50	\$ 115.50	\$ 120.12
Junior Lifeguard Club	\$ 112.88	\$ 112.88	\$ 117.39

*Course materials for aquatic leadership programs are charged in addition to the program registration fee.

Pool Rentals	2022	2023	2024
1 hour Pool Rental without the Slide	\$ 125.00	\$ 125.00	\$ 130.00
1 hour of Pool Rental with the Slide	\$ 179.55	\$ 179.55	\$ 186.73
Birthday Party - includes 1 hr pool rental and 1 hr lounge rental	\$ 237.60	\$ 237.60	\$ 247.10
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2022	2023	2024
1 hour	\$ 52.50	\$ 53.55	\$ 54.62
3 hours	\$ 141.75	\$ 144.59	\$ 147.48
Full Day	\$ 354.38	\$ 361.46	\$ 368.69
1 hour Fitness Class	\$ 27.30	\$ 27.85	\$ 28.40

Cardiopulmonary Fitness Class			
Per Class	\$ 4.42	\$ 4.42	\$ 4.60
8 classes	\$ 33.60	\$ 33.60	\$ 34.94
16 classes	\$ 64.00	\$ 64.00	\$ 66.56
24 classes	\$ 91.20	\$ 91.20	\$ 94.85

Non-Resident User Fees

Non-Resident User Fees			
	2022	2023	2024
Municipal Arenas (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 200.00	\$ 200.00
City Hosted Programs, Activities and Memberships (Surcharge on Regular Fee)	25%	25%	30%
Northern Loons Swim Club (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Tri-Town Soccer (Surcharge on Regular Fee)	25%	25%	30%

Other Fees

City Supplied General Liability Insurance			
	2022	2023	2024
Facility bookings without user-supplied liability insurance: Per booking per day	\$ 5.00	\$ 5.00	\$ 5.00
Facility bookings without user-supplied liability insurance (with alcohol): Per booking	\$ 250.00	\$ 250.00	\$ 255.00

The Corporation of the City of Temiskaming Shores

By-law No. 2022-140

Being a by-law to amend By-law No. 2018-130 to enter into a funding agreement with Industry Canada (FedNor) for a Bilingual Project Coordinator – Project No. 39E-511659 – Amendment No. 5

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

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

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

Whereas Council entered into a Funding Agreement with Industry Canada (FedNor) for a bilingual project coordinator, through By-law No. 2018-130 on August 14, 2018; and

Whereas Council considered Memo No. 037-2022-CS at the September 20, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2018-130 being an agreement with FedNor for a Bilingual Project Coordinator to extend the project completion date to June 30, 2023, for consideration at the September 20, 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 hereby confirms the funding agreement amendment No. 5
2. That Schedule A to By-law No. 2018-130, be hereby amended by the Amending Agreement, a copy of which is hereto attached as Schedule A and forms part of this by-law.
3. 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.
4. 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 20th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-140

Being a by-law to amend By-law No. 2018-130 to enter into a funding agreement with Industry Canada (FedNor) for a Bilingual Project Coordinator – Project No. 39E-511659 – Amendment No. 5



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

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

August 18, 2022

Project Number: 39E-511659

Mr. 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: Bilingual project coordinator
Amendment Number: 5**

As a result of your request dated July 25, 2022, FedNor is prepared to amend our Contribution agreement of May 29, 2018 and subsequent amendment # 1, #2, #3 and #4 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2018 (the "Commencement Date") and is completed on or before September 20, 2022 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2018 (the "Commencement Date") and is completed on or before June 30, 2023 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates:

b) Completion Date - September 20, 2022

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates

b) Completion Date - June 30, 2023

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

Stewart, Bradley Digitally signed by Stewart, Bradley
Date: 2022.08.18 12:36:15 -04'00'

On behalf of,

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

The Corporation of the City of Temiskaming Shores

Project Number: 39E-511659

Amendment Number: 5

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____

Signature of Recipient

Title

Per: _____

Signature of Recipient

Title

The Corporation of the City of Temiskaming Shores

By-law No. 2022-141

Being a by-law to amend By-law 2021-188 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2022 PDAC Event in Toronto (Project No. 852-513637) – Amendment No.1

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

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

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

Whereas Council considered Memo No. CS-038-2022 at the September 20, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law 2021-188 being the agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase at the 2022 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 7 – 9, 2022, in order to reallocate the project cost categories outlined in the attached Schedule A, for consideration at the September 20, 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 hereby confirms the funding agreement amendment No. 1
2. That Schedule A to By-law No. 2021-188, be hereby amended by the Amending Agreement, a copy of which is hereto attached as Schedule A and forms part of this by-law.
3. 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.

4. 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 20th day of September, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-141

Being a by-law to amend By-law No. 2021-188 to enter into a funding agreement with Industry Canada (FedNor) for the Northern Ontario Mining Showcase at the 2022 Prospectors and Developers Association of Canada (PDAC) Convention – Project No. 852-5133637 – Amendment No. 1



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

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

August 25, 2022

Project Number: 852-513637

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

Dear Mr. Kidd:

**Re: Contribution to Corporation of the City of Temiskaming Shores
Amendment Number: 1**

In response to your request dated August 22, 2022, FedNor is prepared to amend our Contribution agreement of December 8, 2021 in order to re-align the project cost categories as follows:

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$695,000
- Supported	\$695,000	Other Federal	
- Not Supported	\$55,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$55,000
Total	<u>\$750,000</u>		<u>\$750,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$315,000		\$315,000
Event Facility Rental (participating exhibitors)		\$55,000	\$55,000
Event Costs (Staging)	\$220,000		\$220,000
Consulting Fees	\$83,000		\$83,000
Marketing & Promotion	\$50,000		\$50,000
Travel	\$27,000		\$27,000
TOTAL ELIGIBLE COSTS	<u>\$695,000</u>	<u>\$55,000</u>	<u>\$750,000</u>
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			<u>\$750,000</u>

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$695,000
- Supported	\$695,000	Other Federal	
- Not Supported	\$55,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$55,000
Total	<u>\$750,000</u>		<u>\$750,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$315,000		\$315,000
Event Facility Rental (participating exhibitors)		\$55,000	\$55,000
Event Costs (Staging)	\$251,240		\$251,240
Consulting Fees	\$83,000		\$83,000
Marketing & Promotion	\$18,760		\$18,760
Travel	\$27,000		\$27,000
TOTAL ELIGIBLE COSTS	<u>\$695,000</u>	<u>\$55,000</u>	<u>\$750,000</u>
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			<u>\$750,000</u>

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2022.08.25 14:24:32 -04'00'

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

Corporation of the City of Temiskaming Shores

Project Number: 852-513637

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

The Corporation of the City of Temiskaming Shores

By-law No. 2022-142

Being a by-law to enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport for the Great Fire Centennial Event (Case # 2022-02-1-1668950659)

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

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

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

Whereas Council considered Memo No. CS-039-2022 at September 20, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport, in the amount of \$51,800 for consideration at the September 20, 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 Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport, for the Great Fire Centennial Event, in the amount of \$51,800, 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 20th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-142

Agreement between

The Corporation of the City of Temiskaming Shores

and

**Her Majesty the Queen in right of Ontario as represented
by the Minister of Tourism, Culture and Sport**

(Case # 2022-02-1-1668950659)

ONTARIO TRANSFER PAYMENT AGREEMENT
Reconnect Ontario 2022
Case# 2022-02-1-1668950659

THE AGREEMENT is effective as of April 1, 2022

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Tourism, Culture and Sport

(the “**Province**”)

- and -

The Corporation of the City of Temiskaming Shores

(the “**Recipient**”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” – General Terms and Conditions;
Schedule “B” – Project-Specific Information and Additional Provisions;
Schedule “C” – Project;
Schedule “D” – Budget;
Schedule “E” – Payment Plan;
Schedule “F” – Reports; and

any amending agreement entered into as provided for in section 4.1,
constitutes the entire agreement between the Parties with respect to the subject
matter contained in the Agreement and supersedes all prior oral or written
representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between
the Additional Provisions and the provisions in Schedule “A”, the following rules
will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Project; and
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province

in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Tourism, Culture and Sport**

Date

Debbie Jewell
Director
Investor and Development Office

:

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

Date

Mrs. Kelly Conlin
Municipal Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds

(including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four (24) hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30)-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least thirty (30) days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining

in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;

- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may

take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty

the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by e-mail, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
- (b) in the case of e-mail or personal delivery, one (1) Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by e-mail or personal delivery.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT-SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$51,800
Expiry Date	March 1, 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Ministry of Tourism, Culture and Sport Heritage, Tourism and Culture Division Investment and Development Office 400 University Avenue, 5th Floor Toronto, Ontario M7A 2R9 Pauline Serré Regional Development Advisor Pauline.serre@ontario.ca 705-943-7150
Contact information for the purposes of Notice to the Recipient	Mrs. Airianna Leveille Economic Development Officer Recipient Postal Address aleveille@temiskamingshores.ca (705) 672-3363 x4137
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Stephanie Leveille Treasurer 325 Farr Drive, PO Box 2050 sleveille@temiskamingshores.ca (705) 672-3363 x4221

Additional Provisions:

None

SCHEDULE “C” PROJECT

PROJECT BACKGROUND

The Province will provide Maximum Funds of up to \$51,800 to the Recipient to support the Great Fire Centennial to be held in The City of Temiskaming Shores.

PROJECT OBJECTIVE

The Recipient will report on performance measures indicated in the project application and variances from projections.

PROJECT SCOPE

The event will commemorate the Great Fire of 1922 which destroyed 90% of the town with a host of activities for families and individual such as a parade, bus tours, walking tours, luncheons and a gala dinner to be held on the weekend of September 30, 2022

The project will use Reconnect funds to support the following components:

- Venue rental
- Canadian musician for events
- Storytellers to attend and promote the Great Fire
- Equipment rentals
- Volunteer training
- Heritage performers
- Meals and accommodations for Canadian performers and entertainers
- Media buys
- Project Coordinator salary
- Translation costs
- Security for events

TIMELINES

The Project will run from 09/29/2022 to 10/02/2022

SCHEDULE "D" BUDGET

The Province will provide Maximum Funds of up to \$51,800 to the Recipient to carry out The Great Fire Centennial event.

These Funds may be used to support the Project's expenses as detailed in Table 1, for eligible expenses incurred from April 1, 2022, through March 31, 2023.

Funding will not exceed the Maximum Funds and funding will not exceed 50% of total eligible expenses

Reconnect funding may only be applied against eligible expenses according to the list following the Table. Reconnect funded expenses must not be funded by any other source.

The Recipient's Project/Event cash operating expenses are detailed in the table that follows:

Table 1 - Project/Event Cash Operating Expenses

Expense Item	A - Event Cash Operating Expenses	B - Reconnect Funding
ELIGIBLE EXPENSES		
Programming and Production		
Venue Rental - Haileybury Curling Club Sept. 24 - Oct 4	\$5,000	\$5,000
Musicians for Great Fire events, gala dinner, outdoor daytime, etc.	\$50,000	\$15,000
Storytellers to attend events throughout 2022 to promote the Great Fire	\$3,000	\$3,000
Equipment rentals - tents, stages, sound equipment, portable toilets	\$22,000	\$10,000
Heritage performers to promote event at other local festivals	\$5,000	\$2,000
Meals & accommodations for provincial performers and entertainers (no alcohol included)	\$5,000	\$5,000
Subtotal Programming and Production	\$90,000	\$40,000
Media Buys		
local media purchase - CJTT, Temiskaming Speaker	\$6,000	\$3,500
Regional media purchase - Rogers Radio and CTV	\$10,000	\$3,000
Social Media campaign	\$10,000	\$1,650
Google ads and Programmatic campaign	\$10,000	\$0

Francophone marketing - Le Reflet, CKVM, Le Voyageur, Le Loup	\$5,000	\$2,150
Subtotal Media Buys	\$41,000	\$10,300
Other Eligible Expenses		
Translation costs	\$2,500	\$0
Project Coordinator hired specifically to coordinate the Centennial event	\$50,000	\$0
Security	\$2,000	\$1,500
Volunteer Training	\$1,500	\$0
Subtotal Other Eligible Expenses	\$56,000	\$1,500
Subtotal Eligible Expenses	\$187,000	\$51,800
INELIGIBLE EXPENSES		
Marketing		
Prize and promotional items produced by local artisans	\$5,000	\$0
Subtotal Marketing	\$5,000	\$0
Other Ineligible Expenses		
Commemorative book printing	\$8,000	\$0
Volunteer identification items, sweatshirts and vests	\$3,000	\$0
Meals for Volunteers	\$5,000	\$0
Commemorative mural in partnership with Temiskaming Art Gallery	\$5,000	\$0
printing of tickets for dinners and posters	\$1,500	\$0
volunteer recognition and transportation	\$3,500	\$0
Meals for local performers	\$1,000	\$0
Subtotal Other Ineligible Expenses	\$27,000	\$0
Subtotal Ineligible Expenses	\$31,000	\$0
Total	\$219,000	\$51,800

NOTE

As part of the Final Report requirements detailed in Schedule "F", the Recipient is required to report on actual Project/Event total cash operating expenses and revenues.

Decreases to the Project/Event total cash operating expenses or eligible expenses may result in an adjustment to the Maximum Funds listed under this Transfer Payment Agreement.

Maximum Funds that the Province will provide to the Recipient under the Agreement may be adjusted accordingly as per Article 4, Section 2C.

Eligible Expenses (must be incurred between April 1, 2022 and March 31, 2023)

- Performance and appearance fees paid to Canadian artists, musicians, other entertainers and presenters, including travel, accommodation and booking costs
- Programming costs, including interactive, experiential and/or accessible programming
- For eligible sporting events, programming costs related to attracting and engaging spectators
- Ontario-based production costs, including audio and visual support (e.g., rental of sound and lighting equipment and rental of event venue)
- Placement of targeted paid advertising (e.g., broadcast, digital, print, social)
- Purchase of out-of-home advertising space (e.g., billboard, transit shelter)
- Geo-targeted digital and social media advertising buys
- Distribution costs for printed materials (printing costs are ineligible)
- Costs related to strengthening health and safety measures at the event (e.g., technology for digital contactless payment and admission, PPE necessary for the event operation and for employees to safely carry out their duties, installation of temporary health and safety equipment such as plexiglass and barriers to ensure physical distancing)
- Wages for temporary/contract event staff directly related to programming and marketing of the event. Wages for contract staff employed on a year-round basis are not eligible
- Translation costs directly related to the programming or marketing of the event
- Costs related to volunteer training
- Site/visitor services for the duration of the event
- Event security
- Mobile application and website development and upgrades if promoting or supporting the event
- Accessibility services and improvements to comply with the [Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) directly associated with the event programming (e.g., ramping, accessible viewing areas)
- Economic impact studies
- Other costs deemed reasonable

Ineligible Expenses

- Expenses not incurred between April 1, 2022 and March 31, 2023
- Performance fees for international artists
- Production costs incurred outside of Ontario
- Administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, computers, utilities, maintenance costs) and any other operational expenses related to an organization's ongoing activities
- Salaries, travel costs and expenses (meals, etc.) for permanent staff or for full-time year-round contract staff
- Labour costs not directly related to the event
- Travel costs and expenses (meals, etc.) for temporary event/project staff (including contractors)
- Hospitality costs, excluding those for Canadian artists, performers and

presenters

- Volunteer costs, other than those specifically for training for the event
- Event hosting licensing fees/bid fees
- Municipal permit and licensing fees
- Membership and subscription fees
- Credit/debit card fees
- Insurance costs
- Legal, audit or interest fees
- Budget deficits
- Merchandise (e.g., for inclusion in takeaways for attendees)
- Marketing creative, production or staff costs
- Printing of publications, DVDs, USB keys
- Promotion-based activities, press releases and related events, booking/packaging costs, media/influencer familiarization tours or paid promotional sponsorship.
- Any costs related to transactions by organizations directly affiliated with the applicant or between enterprises under common ownership or control
- Cost of alcohol or cannabis-related products
- Capital costs (e.g., construction materials, motorized vehicles, land acquisition, purchase of equipment, stages, fixed or portable seating, computers/notebooks, depreciable assets)
- Costs related to the creation of permanent creative assets (i.e., sculptures, light exhibits, displays)
- Competition prizes, prize money, and monies paid to competition participants, as well as awards, trophies and medals
- Costs related to participants in eligible sporting events (i.e., uniforms, travel, hospitality)
- Any costs for gifts, gratuities, honoraria or other items of personal benefit
- Harmonized Sales Tax or refundable expenses (e.g., security deposits)
- Any costs incurred for events held outside Ontario
- Any expenses that will be covered by in-kind revenues or in-kind services or funded by another source
- Any expenses not directly paid by the recipient organization (i.e., by the organization directly receiving the funding under this program)
- Charitable donations
- Fees relating to grant writers procured for preparing government funding applications
- Fees related to audit or engagement review financial statements
- Capital repayments
- Repayments to other funding programs

SCHEDULE "E"
PAYMENT PLAN

The Province will provide Maximum Funds in up to two (2) installments, as outlined in the following table:

PAYMENT DATE OR MILESTONE	AMOUNT
Upon signature of this Agreement by both parties.	\$36,260
Upon submission of the Project Final Report by January 2, 2023, provided the Province is satisfied with the completed Final Report.	\$15,540

SCHEDULE “F” REPORTS

Name of Report	Due Date
Project Final Report	January 2, 2023

FINAL REPORT REQUIREMENTS

All required documents must be submitted into [Transfer Payment Ontario](#) as follows:

1. **Completed Reconnect Ontario 2022 - Final Report Template** Download the document from your case in Transfer Payment Ontario and upload the completed validated version.
2. **Reconnect Project Information document - Confirmation of Actual Expenses** – Final reporting requirements as outlined in the Project Information document used to complete your TPA.
3. **Summary of Invoices for the Reconnect Ontario funded costs** – The summary must include the date of the invoice, the amount (not including tax), the payee and the description of expenses. Copies of invoices are not required unless requested. A template will be provided by the Ministry.
4. **Reports and/or Publications produced as part of your event** - Including media summaries, visitor surveys that support performance metrics reported in your final report, if applicable.
5. **Financial Statements as follows:**

For recipients of funding less than \$100,000:

- Using the Project Information document provided by the Ministry, a Chief Financial Officer confirmation of revenues and expenditures statement for the Reconnect Project/event. Expenses must be incurred from April 1, 2022 – March 31, 2023.
- The Project Information document will include the requirement for sign-off by the recipient's Chief Financial Officer confirming that the funding was used only for eligible expenses. The Chief Financial Officer must attest to the following as part of the templated financial statement:

“In our opinion, the statement of revenues and expenditures for the Reconnect Ontario 2022 Project expenses accurately represents and is prepared, in all material aspects, in accordance with the reporting provisions of the Agreement between the Corporation of the City of Temiskaming Shores and the Ministry of Tourism, Culture and Sport, as represented by Her Majesty the Queen in right of Ontario and dated April 1, 2022”.

6. Any other details or documents that may be requested by the Province.

Final payments cannot be processed without completion of all final reporting requirements and a valid Certificate of Insurance (COI) on file. A valid COI is required for the full term (until the expiry date) of your TPA.

Grant recipients are required to meet their obligations under [*the Public Sector Salary Disclosure Act, 1996*](#) if applicable.

Records of revenues, purchases, and expenses for your grant must be kept and made available for at least seven (7) years. The Province is bound by the [*Freedom of Information and Protection of Privacy Act \(Ontario\)*](#). Any information provided to the Province in connection with your grant or otherwise in connection with your TPA may be subject to disclosure in accordance with that Act.

*******End of document*******

The Corporation of the City of Temiskaming Shores

By-law No. 2022-143

**Being a by-law to repeal By-law No. 2022-117, to authorize the Sale of
Land to Natasha Baril being 545 Lakeshore Road (PLAN M37NB PT
LOTS 1,59 RP TER709 PART 2 PCL 11350,12171,11247SST LIBRARY &
ART GALLERY) 5418-030-001-17300**

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

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

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

Whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council provided direction to staff after rising with report from the Closed Session held at the Special Meeting of Council on Monday, June 27, 2022 regarding the former Haileybury Branch Library building located at 545 Lakeshore Road.

Whereas By-law No. 2022-099 as amended, delegates the authority to the City Manger or Designate for certain acts during a "Lame Duck", specifically the authority to execute the agreement of Purchase and Sale, pertaining to the disposition of any real or personal property of the Municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property.

Whereas Council provided direction to staff after rising with report from the Closed Session held September 6, 2022 Regular Council regarding the building located at 545 Lakeshore Road.

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

1. That Council hereby repeals By-law No. 2022-117 authorizing the Sale of Land to Natasha Baril being 545 Lakeshore Road.

Read a first, second and third time and finally passed this 20th day of September, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2022-144

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2023 PDAC Event in Toronto (Project No. 851-514676)

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-038-2022 at the September 20, 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 for the Northern Ontario Mining Showcase at the 2023 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 4-8, 2023, in the amount of \$745,000, for consideration at the December 21, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for funding assistance with the 2023 PDAC Convention, held in Toronto from March 4-8, 2023, in the amount of \$745,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council; and

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 20st day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-144

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. 851-514676



Federal Economic Development
Agency for Northern Ontario

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

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

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

Protected B

Project Number: 851-514676

THIS AGREEMENT made as of: **September 14, 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 June 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 September 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 \$745,000 of the Project outlined in Annex 1, and
- b) \$745,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to June 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:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

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

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

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

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

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

12.2 Notice and Rectification Period

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

12.3 Remedies

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

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

- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

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

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
 - a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

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

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

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

14.0 Notice

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

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

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

Attention: Mrs. Denise Deschamps
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:

Mrs. Shelly Zubych
Director of Corporate Services
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: 851-514676

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

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

Digitally signed by
Barrette, Marc
Date: 2022.09.14
14:49:25 -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: 851-514676

I. PROJECT SCOPE

i) Description:

The Corporation of the City of Temiskaming Shores is requesting a contribution to establish the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange to be held March 4-8, 2023.

ii) Project Location:

Haileybury, ON

iii) Dates:

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

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities will include:

- Secure a 13,200 square foot space to host 110 booths, provide live equipment demonstration, a stage with seating area, information desk and on-site meeting room;
- Provide pre-built exhibit for participants, including custom exhibitor graphics as well as carpeting and hydro;
- Secure two offsite meeting rooms;
- Exhibit up to 110 organizations and businesses of the mining supply and services sector from Northern Ontario;
- Coordinate a variety of activities including a speaker series/panel presentations and equipment demonstrations;
- Implement a digital marketing program;
- Working with various partners, organize various delegations, including international, to tour the pavilion/exhibitors;
- Hire a coordinator to work with a pavilion design team, the City and FedNor;
- Develop and implement a promotional strategy, including social media and digital marketing;
- Develop an exhibitor directory, and various promotional tools;
- Update federal visibility materials to reflect FedNor as an agency;

- Promote exhibitor staffing requirements within the Student Program at PDAC;
- With a team of community representatives, provide ongoing support to exhibitors from set up to tear down.

v) Performance Measures and Tracking Plan:

Project duration outcomes include:

- One event/trade show attended and organized with 25,000 visiting;
- 110 exhibitors present;
- A minimum of one training session provided to exhibitors.

Anticipated outcomes following this 2023 project include:

- Generate sales of \$10,000,000;
- Increased export sales for 35 percent of SMEs;
- Create a minimum of 75 new jobs and maintain 100;
- Attract and increase new business contacts, clients and potential leads that would result in new business and/or expansion of existing business;
- Increased trade opportunities and revenues; and,
- Increase the region's presence and competitiveness in the marketplace.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$745,000
- Supported	\$745,000	Other Federal	\$0
- Not Supported	\$55,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$55,000
		Other	\$0
Total	<u>\$800,000</u>		<u>\$800,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event facility rental	\$315,000		\$315,000
Event costs/Other	\$270,000		\$270,000
Consulting fees	\$82,000		\$82,000
Marketing/Promotion	\$50,000		\$50,000
Travel	\$28,000		\$28,000
Event facility rental		\$55,000	\$55,000
TOTAL ELIGIBLE COSTS	\$745,000	\$55,000	\$800,000
<u>Ineligible Costs</u>			
			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$800,000

* 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:

Basic communications and services are to be provided in both official languages.

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 June 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 June 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. 2022-145

Being a by-law to amend By-law No. 2020-032 to adopt a Recreation Cancellation and Refund 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 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;

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2020-032 on March 24, 2020 and directed staff to prepare the necessary by-law to adopt a Recreation Cancellation and Refund Policy; and

Whereas Council considered Memo No.012-2022 RS at September 20, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to amend Section 14 of By-law 2020-032 to allow for a 48-hour grace period for program registrations and cancellations for consideration at the September 20, 2022 Regular Council meeting

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

1. That Section 14 of Schedule "A" to By-law No. 2020-032 Recreation Cancellation and Refund Policy, be deleted in its entirety and replaced with Schedule "A", a copy attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 20th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-145

**Being a by-law to amend By-law No. 2020-032 to adopt a
Recreation Cancellation and Refund Policy for the City of
Temiskaming Shores**

14. Programs (Swimming Lessons, Fitness Classes, Youth Programs, and Aquatic Leadership Classes)

- 14.1. All program registrations will be provided a 48-hour grace period beginning from the time of registration where withdrawals and transfers will be permitted without penalty to the purchaser.
- 14.2. After the 48-hour grace period outlined in 14.1, an administration fee of \$20.00 or 20% of the registration cost (whichever is less) is applicable for all non-medical cancellations of program registrations
- 14.3. Program registrations cancelled at least seven (7) days prior to the start of the program will be eligible for a full refund (less an administrative fee of \$20.00 or 20% whichever is less) unless they occur within the 48-hour grace period.
- 14.4. For all programs, there will be no administration fee for refunds due to medical reasons. A medical note from a medical practitioner must accompany the refund request. Refunds will be processed according to the date the written request, with accompanying note, is received by the City of Temiskaming Shores. Refunds will be prorated based on the number of classes already completed (if any) at the date of written request.
- 14.5. Any program transfers will be subject to an administration fee of \$20.00 or 20% of the registration cost (whichever is less) unless they occur within the 48-hour grace period. Program transfers at the request of or by the City will not be charged a fee

The Corporation of the City of Temiskaming Shores
By-law No. 2022-146
Being a by-law to amend By-law No. 2022-034 to adopt a
Recreation Facility User Liability Insurance 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 No. RS-003-2022 at the February 15, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to adopt the Recreation Facility User Liability Insurance Policy for the City of Temiskaming Shores, at the February 15, 2022, Regular Council meeting.

Whereas Council considered Memo No.013-2022 RS at September 20, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend the Recreation Facility User Liability Insurance Policy for the City of Temiskaming Shores to modify provisions to be consistent with the municipalities new Insurance provider, at the September 20, 2022 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2020-034, be deleted in its entirety and replaced with Schedule "A", a copy attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 20th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-146

**Being a by-law to amend By-law No. 2022-034 to adopt a
Recreation Facility User Liability Insurance Policy for the City of
Temiskaming Shores**

1. Policy Statement

The City of Temiskaming Shores (City) purchases insurance to protect the Corporation from claims arising from actions on City property and facilities. The City also permits usage at facilities to individuals and organizations. As part of the City's risk management strategy, it requires lessees/renters of municipal facilities to either:

- a) Pay a surcharge to utilize the City's Low Risk Event Liability Insurance during the booking process; or
- b) Provide proof that they have already obtained General Liability insurance (third party liability insurance) showing the City of Temiskaming Shores as an additional insured that meets the requirements set forth in this policy.

2. Purpose

The purpose of this policy is to:

- a) Provide individuals and/or groups renting a facility or space with a straightforward and affordable avenue to obtain liability insurance protection to mitigate their financial exposure resulting from claims that may result from a facility rental;
- b) Protect the municipality from any claims by ensuring all individuals renting municipal facilities have adequate insurance coverage;
- c) Provide guidelines on the procedure that is to be followed to ensure that all individuals and organizations renting municipal facilities have adequate insurance coverage.

3. Application

This policy applies to all municipally owned recreation facilities, including those managed by the City of Temiskaming Shores and those managed by an appointed Committee or Board of Council; and any future municipal building that is managed by the City and may be rented out to a third party for intermittent use. This policy applies to all residents, non-residents, community groups, organizations and businesses/enterprises that lease/rent a City facility for an event, activity, program or function.

4. Exception(s)

Non-sporting events at a City facility where no food, drinks or alcohol are being served, e.g. meetings, seminars or workshops

5. Policy

Lessees/Renters of municipal facilities are required to provide proof of General Liability Insurance, showing the City of Temiskaming Shores as an additional insured, at the time of renting / booking a municipal facility in the following prescribed limits:

a) High risk activities including ice-hockey activities, high risk sport activities, any event with alcohol being served and any other event the City determines to be high risk.

The City requires the leasee/renter to carry or cause to be carried General Liability Insurance in an amount of not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured.

Confirmation of coverage must include that all activities are insured up to the full policy limits. Additional insurance coverage may be required when other authorities have jurisdiction over the activities.

If other authorities have jurisdiction the City requires confirmation of their General Liability Insurance in an amount agreed to by the City but not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured.

b) Term lessees/renters of City of Temiskaming Shores owned facilities

The City requires the lessee/renter to carry or cause to be carried General Liability Insurance in an amount of not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured. Confirmation of coverage must include that all activities are insured up to the full policy limits.

c) Alcohol being served

The City requires the lessee/renter to carry General Liability Insurance in an amount of not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured. Confirmation of coverage must also include Host Liquor Liability up to the full policy limits.

d) All low and medium risk activities and any event where no alcohol is served

The City requires the lessee/renter to carry general liability insurance in an amount of not less than **two million dollars** and to provide the City with proof

of insurance coverage naming the City as an additional insured. Additional insurance coverage may be required when other authorities have jurisdiction over the activities e.g. filming, licenses.

If other authorities have jurisdiction the City requires confirmation of their General Liability Insurance in an amount agreed to by the City but not less than **two million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured.

For those lessees/renters that cannot meet this requirement the City will facilitate the purchase of coverage through the City's Low Risk Event Liability Insurance Program.

This coverage is available for qualified renters and will be applicable after the appropriate surcharge is purchased at the time of the issuance of the rental permit through the Recreation Department.

6. Procedure

- a) Through an Insurance Provider, the City of Temiskaming Shores has purchased additional insurance coverage that will allow customers to secure affordable insurance at the same time they process their facility use permit.
- b) All individuals leasing/renting City of Temiskaming Shores facilities are required to provide a minimum of \$2 million liability insurance naming the City as additionally insured; a \$5 million policy is required for certain high-risk rentals including all ice hockey rentals, and all rentals where alcohol will be served. Additional liability insurance requirements may be required at the discretion of the Director of Recreation or designate.
- c) If a facility user has obtained insurance coverage through another source, proof of the coverage must be provided at the time of booking the lease/rental, naming the City of Temiskaming Shores as additionally insured.
- d) If the facility user does not provide their own proof of insurance at the time of booking, they are required to pay the appropriate surcharge as per the City's fees by-law.

7. Responsibilities

- a) It is the responsibility of all staff who administer the rental of City facilities to abide by the policy and procedures outlined herein. It is also the responsibility of all Committees or Boards of Council permitting City facilities to adhere to the policy and procedures outlined herein.

- b) It is the responsibility of the Director of Recreation to monitor the effectiveness of the City's Low Risk Event Liability Insurance Program and bring any recommendations or changes to this policy to Council for their approval.

8. Policy

Lessees/Renters of municipal facilities are required to provide proof of General Liability Insurance, showing the City of Temiskaming Shores as an additional insured, at the time of renting / booking a municipal facility in the following prescribed limits:

- e) **High risk activities including ice-hockey activities, high risk sport activities, any event with alcohol being served and any other event the City determines to be high risk.**

The City requires the leasee/renter to carry or cause to be carried General Liability Insurance in an amount of not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured.

Confirmation of coverage must include that all activities are insured up to the full policy limits. Additional insurance coverage may be required when other authorities have jurisdiction over the activities.

If other authorities have jurisdiction the City requires confirmation of their General Liability Insurance in an amount agreed to by the City but not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured.

- f) **Term lessees/renters of City of Temiskaming Shores owned facilities**

The City requires the lessee/renter to carry or cause to be carried General Liability Insurance in an amount of not less than **five million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured. Confirmation of coverage must include that all activities are insured up to the full policy limits.

- g) **Alcohol being served**

The City requires the lessee/renter to carry General Liability Insurance in an amount of not less than **five million dollars** and to provide the City with proof

of insurance coverage naming the City as an additional insured. Confirmation of coverage must also include Host Liquor Liability up to the full policy limits.

h) All low and medium risk activities and any event where no alcohol is served

The City requires the lessee/renter to carry general liability insurance in an amount of not less than **two million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured. Additional insurance coverage may be required when other authorities have jurisdiction over the activities e.g. filming, licenses.

If other authorities have jurisdiction the City requires confirmation of their General Liability Insurance in an amount agreed to by the City but not less than **two million dollars** and to provide the City with proof of insurance coverage naming the City as an additional insured.

For those lessees/renters that cannot meet this requirement the City will facilitate the purchase of coverage through the City's Low Risk Event Liability Insurance Program.

This coverage is available for qualified renters and will be applicable after the appropriate surcharge is purchased at the time of the issuance of the rental permit through the Recreation Department.

9. Procedure

- e) Through an Insurance Provider, the City of Temiskaming Shores has purchased additional insurance coverage that will allow customers to secure affordable insurance at the same time they process their facility use permit.
- f) All individuals leasing/renting City of Temiskaming Shores facilities are required to provide a minimum of \$2 million liability insurance naming the City as additionally insured; a \$5 million policy is required for certain high-risk rentals including all ice hockey rentals, and all rentals where alcohol will be served. Additional liability insurance requirements may be required at the discretion of the Director of Recreation or designate.
- g) If a facility user has obtained insurance coverage through another source, proof of the coverage must be provided at the time of booking the lease/rental, naming the City of Temiskaming Shores as additionally insured.
- h) If the facility user does not provide their own proof of insurance at the time of booking, they are required to pay the appropriate surcharge as per the City's fees by-law.

10. Responsibilities

- c) It is the responsibility of all staff who administer the rental of City facilities to abide by the policy and procedures outlined herein. It is also the responsibility of all Committees or Boards of Council permitting City facilities to adhere to the policy and procedures outlined herein.
- d) It is the responsibility of the Director of Recreation to monitor the effectiveness of the City's Low Risk Event Liability Insurance Program and bring any recommendations or changes to this policy to Council for their approval.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-147

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

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. RS-018-2022 at September 20, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law 2012-039 (Fees By-law) to update Recreational Fees for 2022 to 2024, for consideration at the September 20, 2022 Regular Council meeting.

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

1. That Schedule “D” to Fees By-law No. 2012-039, as amended be deleted in its entirety and replaced with Schedule “A”, a copy attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 20th day of September, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-147

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

Recreation Department Fees

Prices plus HST (where applicable)

Arenas

Haileybury / New Liskeard Arena Hourly Ice Rates			
Category	Season		
	2022	2023	2024
Non-Profit – Youth	\$ 100.00	\$ 102.00	\$ 104.04
Prime Time Ice	\$ 140.00	\$ 142.80	\$ 145.66
Non-Prime Ice*	\$ 82.00	\$ 83.64	\$ 85.31
New Liskeard Cubs U18	\$ 112.00	\$ 114.24	\$ 116.52
School	\$ 70.00	\$ 71.40	\$ 72.83
*Note: Non-Prime Ice is available from September 1 st to April 30 th , Monday to Friday from 6am to 4pm excluding holidays, and school breaks.			

Haileybury / New Liskeard Arena Hourly Floor Surface Rates			
Category	Season		
	2022	2023	2024
Floor – Per Hour (Maximum of 4 Hours)	\$ 45.00	\$ 45.90	\$ 46.82
Non-Profit per day	\$ 350.00	\$ 357.00	\$ 364.14
Local Commercial Event per day	\$ 665.00	\$ 678.30	\$ 691.87
Non-Resident Commercial Use	\$ 931.00	\$ 949.62	\$ 968.61
Note: Second day of a daily rental will be charged at 50% of the regular rate.			

Outdoor Facilities and Sport Programs

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 50.00 annually

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 35.00	\$ 35.70	\$ 36.41
Tournament / Day	\$ 130.00	\$ 132.60	\$ 135.25
Minor Ball / Game	\$ 28.00	\$ 28.56	\$ 29.13

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 30.00	\$ 30.60	\$ 31.21

Tennis Courts			
Category	2022	2023	2024
Daily Rental	\$ 20.00	\$ 20.40	\$ 20.81

Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2022	2023	2024
Private Rental	\$ 505.00	\$ 515.10	\$ 525.40
Second Day Rental	\$ 255.00	\$ 260.10	\$ 265.30
Not-for-Profit Daily Rental	\$ 255.00	\$ 260.10	\$ 265.30
Private Weekly Rental (M-F)	\$ 1,262.50	\$ 1,287.75	\$1,313.51
Non-Profit Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only 375 Banquet & Dance 270		
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent - \$100 +HST		

New Liskeard Community Hall: 90 Whitewood Avenue			
Category	2022	2023	2024
Private Rental	\$ 409.50	\$ 417.69	\$ 426.04
Second Day Rental	\$ 205.00	\$ 209.10	\$ 213.28
Not-for-Profit Daily Rental	\$ 205.00	\$ 209.10	\$ 213.28
Private Weekly Rental (M-F)	\$ 1,023.75	\$ 1,044.23	\$1,065.11
Non-Profit Weekly Rental (M-F)	\$ 512.50	\$ 522.75	\$ 533.21
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only 500 Banquet & Dance 278		
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2022	2023	2024
Private Rental	\$ 255.00	\$ 260.10	\$ 265.30
Second Day Rental	\$ 126.00	\$ 128.52	\$ 131.09
Not-for-Profit Daily Rental	\$ 126.00	\$ 128.52	\$ 131.09
Private Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
Non-Profit Weekly Rental (M-F)	\$ 315.00	\$ 321.30	\$ 327.73
3 Hour Rental	\$ 50.00	\$ 51.00	\$ 52.02
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2022	2023	2024
Per Hour	\$ 31.50	\$ 32.13	\$ 32.77
Per Day	\$ 160.00	\$ 163.20	\$ 166.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Capacity			
Standing Space		902	
Dining or alcohol		328	
Details			
Small kitchen with fridge	No stove		
40 Chairs Available			

Haileybury Arena Hall: 400 Ferguson Avenue			
Category	2022	2023	2024
Private Rental (includes bar & kitchen)	\$ 355.00	\$ 362.10	\$ 369.34
Second Day Rental	\$ 180.00	\$ 183.60	\$ 187.27
Not-for-Profit Daily Rental	\$ 180.00	\$ 183.60	\$ 187.27
Private Weekly Rental (M-F)	\$ 887.50	\$ 905.25	\$ 923.36
Non-Profit Weekly Rental (M-F)	\$ 450.00	\$ 459.00	\$ 468.18
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8' rectangular tables 25 – 5' round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion's Den: 400 Ferguson Avenue			
Category	2022	2023	2024
Per Hour	\$ 28.00	\$ 28.56	\$ 29.13
Per Day	\$ 130.20	\$ 132.80	\$ 135.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 79.03
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8' rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42' x 25'		

Notes: City staff setup fee for all Municipal Hall and Event Spaces is \$75.00 +HST Any staff required on an hourly basis are charged to the renter at \$ 44.36 per hour for regular time and \$66.54 per hour for overtime
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Outdoor Leisure Facilities

Bucke Park				
		2022	2023	2024
Tent Rates	Daily	\$ 26.25	\$ 26.78	\$ 27.31
	Weekly	\$ 162.75	\$ 166.01	\$ 169.33
	Monthly	\$ 488.25	\$ 498.02	\$ 507.98
	Seasonal	\$ 1,250.00	\$ 1,275.00	\$ 1,300.50
Trailer Rates	Daily	\$ 52.50	\$ 53.55	\$ 54.62
	Weekly	\$ 257.25	\$ 262.40	\$ 267.64
	Monthly	\$ 708.75	\$ 722.93	\$ 737.38
	Seasonal	\$ 2,047.50	\$ 2,088.45	\$ 2,130.22
Docking Fees	Daily	\$ 15.00	\$ 15.30	\$ 15.61
	Weekly	\$ 85.00	\$ 86.70	\$ 88.43
	Monthly	\$ 162.75	\$ 166.01	\$ 169.33
	Seasonal	\$ 300.00	\$ 306.00	\$ 312.12

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 30.59

Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street						
Rates Per Visit						
Facility	2022		2023		2024	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.65	\$ 3.76	\$ 4.65	\$ 3.76	\$ 4.87	\$ 3.98
Pool - Family	\$ 11.73		\$ 11.73		\$ 12.17	
Fitness Rooms	\$ 7.08	\$ 5.97	\$ 7.08	\$ 5.97	\$ 7.30	\$ 6.20
Squash Racquet Rental	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.45	\$ 3.45
Book of 5 passes for Gym	\$ 29.38	\$ 24.78	\$ 29.38	\$ 24.78	\$ 30.56	\$ 25.77
Book of 5 passes for Pool	\$ 19.30	\$ 15.60	\$ 19.30	\$ 15.60	\$ 20.07	\$ 16.23
Book of 5 passes for Full Facility	\$ 32.50	\$ 26.98	\$ 32.50	\$ 26.98	\$ 33.80	\$ 28.05
Arthritic Program	\$ 3.98		\$ 3.98		\$ 4.20	
AquaFit	\$ 5.97		\$ 5.97		\$ 6.20	
Cardiopulmonary Program	\$ 4.42		\$ 4.42		\$ 4.60	

Membership Rates									
	2022			2023			2024		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$58.41	\$48.48	\$141.00	\$58.41	\$48.48	\$141.00	\$60.75	\$50.42	\$146.64
3 months	\$145.44	\$116.35	\$351.10	\$145.44	\$116.35	\$351.10	\$151.26	\$121.01	\$365.15
1 year	\$465.41	\$349.06	\$1,165.66	\$465.41	\$349.06	\$1,165.66	\$484.03	\$363.02	\$1,212.28
Pool									
1 month	\$41.35	\$36.11	\$93.09	\$41.35	\$36.11	\$93.09	\$43.00	\$37.55	\$96.76
3 months	\$102.96	\$84.49	\$231.66	\$102.96	\$84.49	\$231.66	\$107.08	\$87.87	\$240.92
1 year	\$341.82	\$236.58	\$722.77	\$341.82	\$236.58	\$722.77	\$355.50	\$246.04	\$751.68
Full									
1 month	\$88.27	\$68.85	\$220.68	\$88.27	\$68.85	\$220.68	\$91.80	\$71.61	\$229.51
3 months	\$219.80	\$164.85	\$549.50	\$219.80	\$164.85	\$549.50	\$228.59	\$171.44	\$571.48
1 year	\$729.74	\$514.33	\$1,824.35	\$729.74	\$514.33	\$1,824.35	\$758.93	\$534.91	\$1,897.32

Aquatic Programs			
	2022	2023	2024
Arthritic Program			
Per Class	\$ 3.98	\$ 3.98	\$ 4.20
8 classes	\$ 29.60	\$ 29.60	\$ 30.78
16 classes	\$ 56.00	\$ 56.00	\$ 58.24
24 classes	\$ 79.20	\$ 79.20	\$ 82.37
AquaFit			
Per Class	\$ 5.97	\$ 5.97	\$ 6.20
8 drop-in classes	\$ 36.00	\$ 36.00	\$ 37.44
16 drop-in classes	\$ 67.20	\$ 67.20	\$ 69.89
24 drop-in classes	\$ 93.60	\$ 93.60	\$ 97.34
5 Class Evening Session	\$ 30.00	\$ 30.00	\$ 31.00
6 Class Evening Session	\$ 36.00	\$ 36.00	\$ 37.20
8 Class Evening Session	\$ 48.00	\$ 48.00	\$ 49.60
Swimming Lessons ½ hour class (9 classes)	\$ 51.03	\$ 51.03	\$ 53.07
Swimming Lessons ¾ hour class (9 classes)	\$ 59.06	\$ 59.06	\$ 61.43
Swimming Lessons 1 hour Class (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Swimming Lessons ½ hour class (10 classes)	\$ 56.70	\$ 56.70	\$ 58.97
Swimming Lessons ¾ hour class (10 classes)	\$ 65.63	\$ 65.63	\$ 68.25
Swimming Lessons 1 hour Class (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Swimming Lessons (Private) – (9 Classes)	\$ 225.00	\$ 225.00	\$ 234.00
Swimming Lessons (Private) – (10 Classes)	\$ 250.00	\$ 250.00	\$ 260.00
Rookie/Ranger/Star (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Rookie/Ranger/Star (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Haileybury Beach Swimming Lessons ½ hour class (10 classes)	\$ 22.68	\$ 22.68	\$ 23.59
Adult Swim Lessons (9 Classes)	\$ 76.13	\$ 76.13	\$ 79.17
Timiskaming Northern Loons (per hour)	\$ 35.00	\$ 37.00	\$ 39.00

Aquatic Leadership Programs*			
Bronze Medallion	\$ 78.75	\$ 78.75	\$ 163.80
Bronze Cross	\$ 65.63	\$ 65.63	\$ 136.50
Bronze Cross with Standard First Aid	\$ 78.75	\$ 78.75	\$ 163.80
National Lifeguard Course	\$ 0.00	\$ 0.00	\$ 262.08
National Lifeguard Course (Non-Resident)	\$ 157.50	\$ 157.50	\$ 327.60
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Swim Instructors Course	\$ 167.76	\$ 167.76	\$ 174.47

Lifesaving Instructors Course (R/R/S & Bronze)	\$ 130.46	\$ 130.46	\$ 135.68
Standard First Aid	\$ 115.50	\$ 115.50	\$ 120.12
Junior Lifeguard Club	\$ 112.88	\$ 112.88	\$ 117.39

*Course materials for aquatic leadership programs are charged in addition to the program registration fee.

Pool Rentals	2022	2023	2024
1 hour Pool Rental without the Slide	\$ 125.00	\$ 125.00	\$ 130.00
1 hour of Pool Rental with the Slide	\$ 179.55	\$ 179.55	\$ 186.73
Birthday Party - includes 1 hr pool rental and 1 hr lounge rental	\$ 237.60	\$ 237.60	\$ 247.10
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2022	2023	2024
1 hour	\$ 52.50	\$ 53.55	\$ 54.62
3 hours	\$ 141.75	\$ 144.59	\$ 147.48
Full Day	\$ 354.38	\$ 361.46	\$ 368.69
1 hour Fitness Class	\$ 27.30	\$ 27.85	\$ 28.40

Cardiopulmonary Fitness Class			
Per Class	\$ 4.42	\$ 4.42	\$ 4.60
8 classes	\$ 33.60	\$ 33.60	\$ 34.94
16 classes	\$ 64.00	\$ 64.00	\$ 66.56
24 classes	\$ 91.20	\$ 91.20	\$ 94.85

Non-Resident User Fees

Non-Resident User Fees			
	2022	2023	2024
Municipal Arenas (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 200.00	\$ 200.00
City Hosted Programs, Activities and Memberships (Surcharge on Regular Fee)	25%	25%	30%
Northern Loons Swim Club (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Tri-Town Soccer (Surcharge on Regular Fee)	25%	25%	30%

Other Fees

City Supplied General Liability Insurance			
	2022	2023	2024
Facility bookings without user-supplied liability insurance: Per booking per day	\$ 5.00	\$ 5.00	\$ 5.00
Facility bookings without user-supplied liability insurance (with alcohol): Per booking	\$ 250.00	\$ 250.00	\$ 255.00

The Corporation of the City of Temiskaming Shores

By-law No. 2022-148

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on September 20, 2022

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **September 20, 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 20th day of September, 2022.

Mayor

Clerk