



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

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

6. Review and adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Meeting of Council – November 1, 2022
- b) Inaugural Meeting of Council – November 21, 2022; and
- c) Special Meeting of Council – November 22, 2022

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

- a) Zoning By-law Amendment (ZBA-2022-03)

Owner: Trustees of the Hillview United Church

Applicant: Donna Desmarais

Subject Land: 884402 Highway 65 West (DYMOND CON 3 N PT LOT 3 RP TER311 PART 2 PCL 14963SST)

Purpose of the application: To rezone the property from Community Facilities (CF) to Rural Residential Exception (R1-#) to allow for the conversion of the existing church building to a single detached dwelling

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

- a) Amanda Masulka, Resident, Haileybury

Re: Niven Street Speeding

Reference: Referred to the Public Works Committee

- b) Sheila Randall, Secretary, Earlton Timiskaming Regional Airport Authority

Re: September and October 2022 Financials

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) through b)** 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 Earlton-Timiskaming Airport meeting held October 13, 2022;
and
- b) Minutes of the Temiskaming Transit Committee meetings held on October 5
and November 10, 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 Recreation Services Committee meeting held October 17, 2022;
- b) Minutes of the Climate Change Committee meeting held on October 18, 2022;
- c) Minutes of the Building Maintenance Committee meeting held on October 20, 2022;
- d) Minutes of the Corporate Services Committee meeting held on October 20, 2022;
- e) Minutes of the Protection to Persons and Property Committee meeting held on October 20, 2022; and
- f) Minutes of the Public Works Committee meeting held on October 20, 2022.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) January – October 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 October Year-to-Date Capital Financial Report for information purposes.

b) Memo No. 046-2022-CS – Attendance at Conferences

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 046-2022-CS; and

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of Mayor Laferriere and Councillor _____ to the Rural Ontario Municipal Association (ROMA) Conference scheduled for January 22 to January 24, 2023 in Toronto; and

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

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

Further that all members are to express their availability and interest for all other delegations to be set out in council resolution for consideration at a future meeting of council.

c) Memo No. 047-2022-CS – Digital Media Strategy - Northern Ontario Mining Showcase (NOMS) Proposal

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 047-2022-CS for information purposes.

d) Administrative Report No. CS-045-2022 – ONR Land Purchase/Sale

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-045-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Ontario Northland Transportation Commission to complete the purchase legally described as: PIN 61397-0923 (LT), being Lots 226-230 on Plan M73NB, City of Temiskaming Shores in the amount of \$4,250.00, plus appraisal costs in the amount of \$3,500 plus applicable taxes and legal fees for consideration at the December 6, 2022 Regular Council meeting; and

Further that the above property then be declared as surplus to municipal needs and proceed with the sale of land in accordance with the City's Disposal of Real Property Policy.

e) Administrative Report No. PPP-005-2022: Harris Township – Fire Services Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-005-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Township of Harris for the provision of Fire Protection Services for consideration at the December 6, 2022 Regular Council meeting.

f) Administrative Report No. RS-019-2022: Community Fridge: Memorandum of Understanding

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-019-2022; and

That Council directs staff to prepare the necessary by-law to enter into a Memorandum of Understanding with the Community Food Action Network and the Temiskaming Shores Public Library for the purpose of operating a Community Fridge Program for consideration at the December 6, 2022 Regular Council meeting.

g) Administrative Report No. RS-020-2022: Greenhouse Gas Emissions Inventory

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-020-2022 Green House Gas Emissions Inventory for information purposes.

h) Administrative Report No. RS-021-2022: Award – Bucke Park Chalet Floor Repair

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-021-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Bucke Park Chalet Floor and chalet drainage in the amount of \$62,540, plus applicable taxes, for consideration at the December 6, 2022 Regular Council meeting.

i) Administrative Report No. RS-022-2022: Rebecca Street Park Donation

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-022-2022; and

That Council approve the reallocation of funds in the 2022 Capital Budget from the PFC Roof Replacement Project in the amount of \$6,046 to the Rebecca Street Park project; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with ABC Recreation for the purchase of playground equipment for the Rebecca Street Park in the amount of \$25,595.20 plus applicable taxes, for consideration at the December 6, 2022, Regular Council meeting.

j) Administrative Report No. RS-023-2022: Rotary Splash Pad Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-023-2022 – Rotary Splash Pad Update for information purposes.

k) Administrative Report No. PW-030-2022: Award - Contract Transit Services

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-030-2022; and

That Council hereby awards PW-RFP-007-2022 to 947465 Ontario Ltd. o/a Voyago and directs staff to prepare the necessary by-law to enter into 3-year agreement with 947465 Ontario Ltd. o/a Voyago for the provision of Public Transit Services in the amount of \$783,596.00, plus applicable taxes for year one; with an annual CPI increase being applied for years two and three, for consideration at the December 20, 2022, Regular Council meeting; and

That Council hereby directs staff to prepare the necessary by-law to enter into a 3-year lease agreement with 947465 Ontario Ltd. o/a Voyago for the use of City-owned Transit Fleet under the contract for consideration at the December 20, 2022, Regular Council meeting; and

That Council hereby directs staff to prepare the necessary by-law to enter into a 3-year lease agreement with Bumstead Trucking Ltd. for the use of the premises known as 41 Golding Street, New Liskeard, Ontario in the amount of \$51,000 per year (including utilities and applicable taxes), for consideration at the December 20, 2022, Regular Council meeting.

16. **By-laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2022-169 | Being a by-law to authorize the Purchase of Land from the Ontario Northland Transportation Commission, being Lots 226-230 on Plan M73NB, Browning St. |
| By-law No. 2022-170 | Being a by-law to enter into a Fire Protection Agreement with the Corporation of the Township of Harris and to Repeal By-Law No. 2017-107 |
| By-law No. 2022-171 | Being a by-law to to enter into a Memorandum of Understanding between The Community Food Action Network, the Temiskaming Shores Public Library and the City of Temiskaming Shores for the purpose of operating a Community Fridge Program |
| By-Law No. 2022-172 | Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Bucke Park Chalet Floor and chalet drainage |
| By-Law No. 2022-173 | Being a by-law to enter into an agreement with ABC Recreation for the purchase of playground equipment for the Rebecca St. Park |

By-Law No. 2022-174 Being a by-law to Appoint a Deputy Clerk for the City of
Temiskaming Shores and Repeal By-Law 2022-069

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-169	By-law No. 2022-173; and
By-law No. 2022-170	By-law No. 2022-174
By-law No. 2022-171	
By-law No. 2022-172	

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 of Council - December 20, 2022 at 6:00 p.m.
- b) Regular Meeting of Council – January 17, 2023 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2022-175** 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 **November 22, 2022** and its Regular meeting held on **December 6, 2022** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2022-175** 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, November 1, 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 Doug Jelly, Jesse Foley, Patricia Hewitt, Jeff Laferriere, Mike McArthur, and Danny Whalen

Present: Amy Vickery, City Manager
Kelly Conlin, Municipal Clerk
Shelly Zubyc, Director of Corporate Services
Matt Bahm, Director of Recreation
Mitch McCrank, Manager of Transportation Services
Steve Burnett, Manager of Environmental Services
Stephanie Leveille, Treasurer
Jennifer Pye, Planner
Steve Langford, Fire Chief
Brad Hearn, IT Coordinator

Regrets: 0

Media: 1

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

Mayor Kidd informed Council that Item New Business 15 e) – Seniors Housing Tax Rebate Program and Corresponding By-Law 2022-162 would be dealt with concurrently; as he has a declared conflict. Deputy Mayor Patricia Hewitt will be assuming the chair for those items.

4. Approval of Agenda

Resolution No. 2022-433

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared on New Business Item 15 e) and By-Law 2022-162 – Temiskaming Shores Senior Housing Tax Rebate Program as he is the Chair of the Board.

6. Review and adoption of Council Minutes

Resolution No. 2022-434

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

a) Regular Meeting of Council – October 18, 2022

Carried

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

None

8. Question and Answer Period

Mark Wilson offered his Thank you and congratulations to the outgoing members of Council.

9. Presentations / Delegations

None

10. Communications

a) Sheila Randall, Secretary, Earleton-Timiskaming Airport

Re: July 2022 and August 2022 Financial Statements

Reference: Received for Information

Resolution No. 2022-435

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-436

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

a) Minutes of the Earleton-Timiskaming Airport meeting held July 21, 2022 and September 22, 2022;

b) Minutes of the Committee of Adjustment meeting held on September 28, 2022; and

- c) Minutes of the Temiskaming Shores Public Library Board meeting held on September 28, 2022

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

The outgoing members of Council took an opportunity to speak about accomplishments and their overall experience as a member of Council for the City of Temiskaming Shores.

14. Notice of Motions

None

15. New Business

a) January – September 2022 Year-to-date Capital Financial Report

Resolution No. 2022-437

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

b) Memo No. 044-2022-CS – City Hall Holiday Hours

Resolution No. 2022-438

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 044-2022-CS; and

That Council approves the following City Hall operating schedule during the 2022 holiday season:

Friday, December 23, 2022	Normal hours of operation
Monday, December 26, 2022	Closed (Statutory Holiday)
Tuesday, December 27, 2022	Closed (Statutory Holiday)
Wednesday, December 28, 2022	Closed
Thursday, December 29, 2022	Closed
Friday, December 30, 2022	Closed
Monday, January 2, 2023	Closed (Statutory Holiday)

Carried

c) Memo No. 045-2022-CS – Sale of Portion of Andrews Street

Resolution No. 2022-439

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

That Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 045-2022-CS; and

That Council directs staff to prepare to proceed with the disposition of a portion of Andrews Street to Edward Lavallee for \$2,500 plus all other associated costs relating to disposition.

Carried

d) Administrative Report No. CS-043-2022 - Social Media Policy

Resolution No. 2022-440

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-043-2022; and

That Council directs staff to prepare the necessary by-law to adopt a Social Media Policy for consideration at the November 1, 2022 regular Council meeting.

Carried

e) Memo No. 012-2022-PW: Amendment to By-law No. 2021-122 Call2Recycle Agreement

Resolution No. 2022-441

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

That Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 012-2022-PW; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2021-122; agreement with Call2Recycle for the acceptance of recycled single-use and rechargeable batteries; to amend the associated fee schedule to permit a unilateral increase upon written notice, for consideration at the November 1, 2022, Regular Council meeting.

Carried

f) Administrative Report No. PW-029-2022: Award – Engineering Services Transportation Study

Resolution No. 2022-442

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-029-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with TYLin International Ltd. for the purpose of completing a Transportation Study in City's downtown cores in the amount of \$59,771.00, plus applicable taxes, for consideration at the November 1, 2022, Regular Council meeting.

Carried

g) Administrative Report No. CS-044-2022: Temiskaming Shores Seniors' Housing Corporation – Tax Rebate Agreement

Mayor Kidd declared a Conflict of Interest on this matter and therefore did not participate in any discussion or voting. Deputy Mayor Patricia Hewitt assumed the role as Chair for this portion of the meeting.

Resolution No. 2022-443

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-044-2022 for information purpose; and

That Council authorizes staff to prepare the necessary by-law to enter into a Tax Rebate Agreement with the Temiskaming Shores Seniors' Housing Corporation for Council's consideration at the November 1st, 2022 Regular Council meeting

Carried

16. By-laws

Resolution No. 2022-444

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2022-162	Being a by-law to enter into a Tax Rebate Agreement with the Temiskaming Shores Seniors' Housing Corporation
---------------------	--

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-445

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-162 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto

Carried

Mayor Kidd returned to the meeting

Resolution No. 2022-446

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2022-160 Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$596,342.36 to be applied towards the cost the Fire Rescue Van and Dump Truck contained in the approved Fleet Replacement Plan

By-law No. 2022-161 Being a by-law to adopt a Social Media Policy for the City of Temiskaming Shores

By-Law No. 2022-163 Being a by-law to amend By-Law 2021-122, agreement with Call2Recycle Canada, Inc. for the acceptance of recycled single-use and rechargeable batteries collected within the City of Temiskaming Shores

By-Law No. 2022-164 Being a by-law to enter into an agreement with TYLin International Ltd. for the purpose of completing a Transportation Study in the City's downtown cores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-447

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2022-160 By-law No. 2022-163; and
By-law No. 2022-161 By-law No. 2022-164

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) Inaugural Meeting of Council – Monday, November 21, 2022 at 6:00 p.m.
- b) Regular Meeting of Council - December 6, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Resolution No. 2022-448

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

- a) Adoption of the October 4, 2022 Closed Session Minutes;
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – CBO Position

Carried

Resolution No. 2022-449

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council agrees to rise with report from Closed Session at 6:51 p.m.

Carried

Matters from Closed Session

Adoption of the October 4, 2022 Closed Session Minutes

Resolution No. 2022-450

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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

- a) Adoption of the October 4, 2022 Closed Session Minutes.

Carried

Resolution No. 2022-451

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council of the City of Temiskaming Shores hereby agrees to appoint Frances Rivard as Interim Chief Building Official for the City of Temiskaming Shores; effective November 7, 2022

Carried

Resolution No. 2022-452

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2022-165, Being a by-law to appoint an Interim Chief Building Official - Frances Rivard effective November 7, 2022 (Repeals 2021-113 and associated appointments contained therein) be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-453

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that By-Law 2022-165 be given third and final reading, be signed by the Mayor and Clerk and the Corporate Seal affixed thereto

Carried

20. Confirming By-law

Resolution No. 2022-454

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that By-law No. **2022-166** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **November 1, 2022** be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-455

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that By-law No. **2022-166** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-456

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council hereby adjourns its meeting at 6:56 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Inaugural Meeting of Council
Monday, November 21, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Bag pipe Processional – Jody Currie for Members of Council

Blessing – Pastor Nick Kostyc

Ceremonial Song – Wayne Mackenzie

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 the Municipal Clerk at 6:10 p.m.

2. Greetings from Member of Parliament, Anthony Rota

The Municipal Clerk read a congratulatory letter.

3. Greetings from Member of Provincial Parliament, John Vanthof

The Municipal Clerk read a congratulatory letter.

4. Greetings from Premier of Ontario, Doug Ford

The Municipal Clerk read a congratulatory letter.

5. Declaration of Office - Mayor

Jeff Laferriere declared his Oath of Office as Mayor of the City of Temiskaming Shores for the 2022-2026 Term of Council

6. Presentation of the Chain of Office

The Municipal Clerk presented Mayor Laferriere with the Chain of Office

7. Declaration of Office - Councillors

Ian Graydon, Danny Whalen, Nadia Pelletier-Lavigne, Melanie Ducharme, Jesse Foley and Mark Wilson declared their respective Oaths of Office as Councillors for the City of Temiskaming Shores for the 2022-2026 Term of Council.

8. Inaugural Address – Mayor Jeff Laferriere

Mayor Jeff Laferriere delivered his Inaugural Address.

9. Inaugural Address – Council Members

Each member of Council delivered an Inaugural Address

10. New Business

a) Signing Authorities

Resolution No. 2022-457

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that the Council of the City of Temiskaming Shores approves the following as signing authorities for the City of Temiskaming Shores:

- Mayor Jeff Laferriere OR Councillor Danny Whalen as alternate; plus
- Stephanie Leveille, Treasurer or Shelly Zubych, Deputy Treasurer as alternate.

And be it further resolved that Council authorizes the mechanical or electronic reproduction of signatures on a cheque of the municipality in accordance with Section 287 of the Municipal Act, 2001, c.25, as amended

Carried

b) Approval of Council Meeting Schedule – December 2022 and January 2023

Resolution No.2022-458

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

And whereas the inaugural meeting of Council is scheduled for Monday, November 21, 2022; and

And whereas the first Tuesday in January 2023 is following a number of statutory holidays;

Now therefore be it resolved that Council does hereby confirm the following schedule of meetings for the months of December 2022 and January 2023.

Tuesday, December 6, 2022	Regular Meeting
Monday, December 12, 2022	Special Meeting (Council Training)
Tuesday, December 20, 2022	Regular Meeting
Tuesday, January 17, 2023	Regular Meeting

Carried

11. By-laws

Resolution No. 2022-459

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-167 being a by-law to appoint a Deputy Mayor, Committee Chairs/Vice Chairs and Council Representatives to Committees and Boards for the November 15, 2022 to November 14, 2026 Term of Council

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-460

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

Be it resolved that By-law No. 2022-167 be hereby given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

12. Schedule of Meetings

- a) Special Meeting of Council – Tuesday, November 22, 2022 at 6:00 p.m.
(Council Training)
- b) Regular Meeting of Council - Tuesday, December 6, 2022 at 6:00 p.m.

13. Confirming By-law

Resolution 2022-461

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that By-law No.2022-168 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Inaugural meeting held on November 21, 2022 be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-462

Moved by: Councillor Graydon

Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-168 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

14. Adjournment

Resolution No. 2022-463

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 6:35 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, November 22, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

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 Laferriere at 6:00 p.m.

2. Roll Call

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Jesse Foley, Ian Graydon, Nadia Pelletier-Lavigne, and Danny Whalen

Present: Amy Vickery, City Manager
Kelly Conlin, Municipal Clerk
Shelly Zubycck, Director of Corporate Services
Steve Burnett, Manager of Environmental Services
Matt Bahm, Director of Recreation
Jennifer Pye, Planner
Steve Langford, Fire Chief

Regrets: Councillor Mark Wilson

Media: 0

Members of the Public: 0

3. Approval of Agenda

Resolution No. 2022-464

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2022-465

Moved by: Councillor Graydon

Seconded by: Councillor Ducharme

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Melanie Ducharme disclosed an indirect Declaration of Interest on Communications Item 6 a) and New Business Item 7 a); both regarding the Proclamation for International Day for the Elimination of Violence Against Women; as she is employed in a Senior Management Role at the Pavilion Women’s Centre and is a member of the Board that coordinates the Wrapped in Courage Campaign.

6. Communications

- a) Kayla Dinel-Martell – Residential Program Coordinator & Counsellor, Pavilion Women’s Centre

Re: Request for Proclamation and Flag Raising

Reference: Motion Presented Under New Business

Resolution No. 2022-466

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

Carried

7. New Business

a) Proclamation - International Day for the Elimination of Violence Against Women, November 25, 2022

Resolution No. 2022-467

Moved by: Councillor Graydon

Seconded by: Councillor Foley

Whereas violence continues to be the greatest gender inequality rights issue for women, girls and gender-diverse individuals; and

Whereas November is Woman Abuse Prevention Month; and

Whereas Gender-based violence is a human right issue which our community must work together to address, prevent and address through public awareness and education; and

Whereas 1 in 3 women will experience gender-based violence in their lifetime and these numbers increase exponentially for Black, Indigenous and Woman of Color; and

Whereas the COVID-19 pandemic has increased barriers to support and services for survivors of gender-based violence and their children; and

Whereas last year in Ontario, every 13 days a woman or child was killed by a man known to them, with the majority being their current or former intimate partner; and

Whereas this month and throughout the 16 Days of Activism Against Gender-Based Violence, we acknowledge our community's support of the Wrapped in Courage campaign and commitment to ending gender-based violence; and

Whereas on November 25th, The International Day for the Elimination of Violence Against Women, a Wrapped in Courage 2022 Campaign flag will be raised in recognition that the courage of a woman alone is not enough, it takes an entire community to end gender-based violence; and

Now, therefore, be it resolved that Council for the City of Temiskaming Shores hereby proclaims and declares that November 25th, 2022 shall be known as "The International Day for the Elimination of Violence Against Women" and urge all citizens to recognize this day by taking action to support survivors of gender-based violence and becoming part of Ontario wide efforts to end gender-based violence.

Carried

8. Closed Session

Resolution No. 2022-468

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to convene in Closed Session at 6:05 p.m. to discuss the following matters:

- a) Under Section 239 (3.1) 1. The meeting is held for the purpose of educating or training the members: Council Training Session

Carried

Resolution No. 2022-469

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to rise without report from Closed Session at 8:11 p.m.

Carried

9. Adjournment

Resolution No. 2022-470

Moved by: Councillor

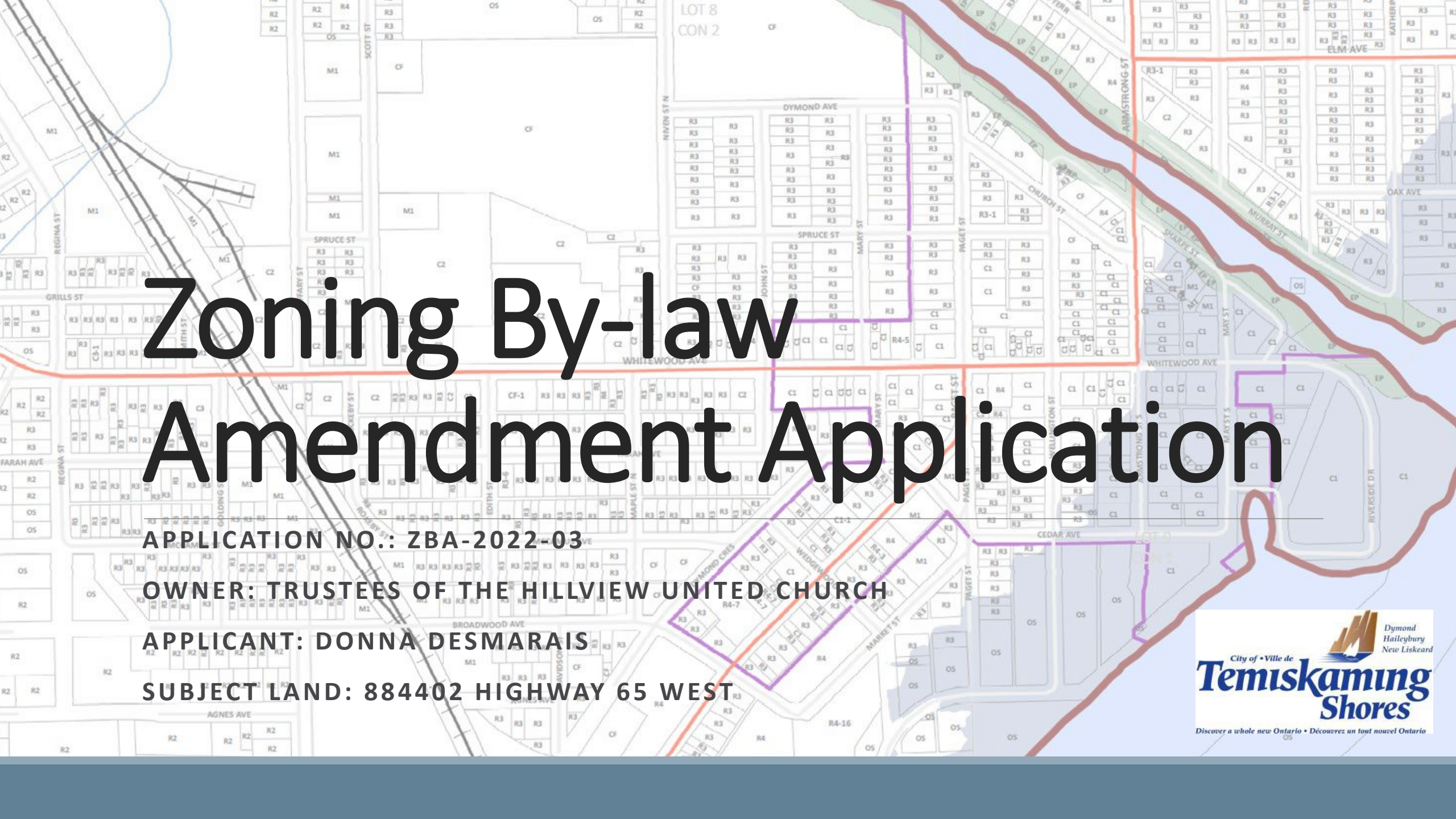
Seconded by: Councillor

Be it resolved that City Council adjourns at 8:12 p.m.

Carried

Mayor

Clerk



Zoning By-law Amendment Application

APPLICATION NO.: ZBA-2022-03

OWNER: TRUSTEES OF THE HILLVIEW UNITED CHURCH

APPLICANT: DONNA DESMARAIS

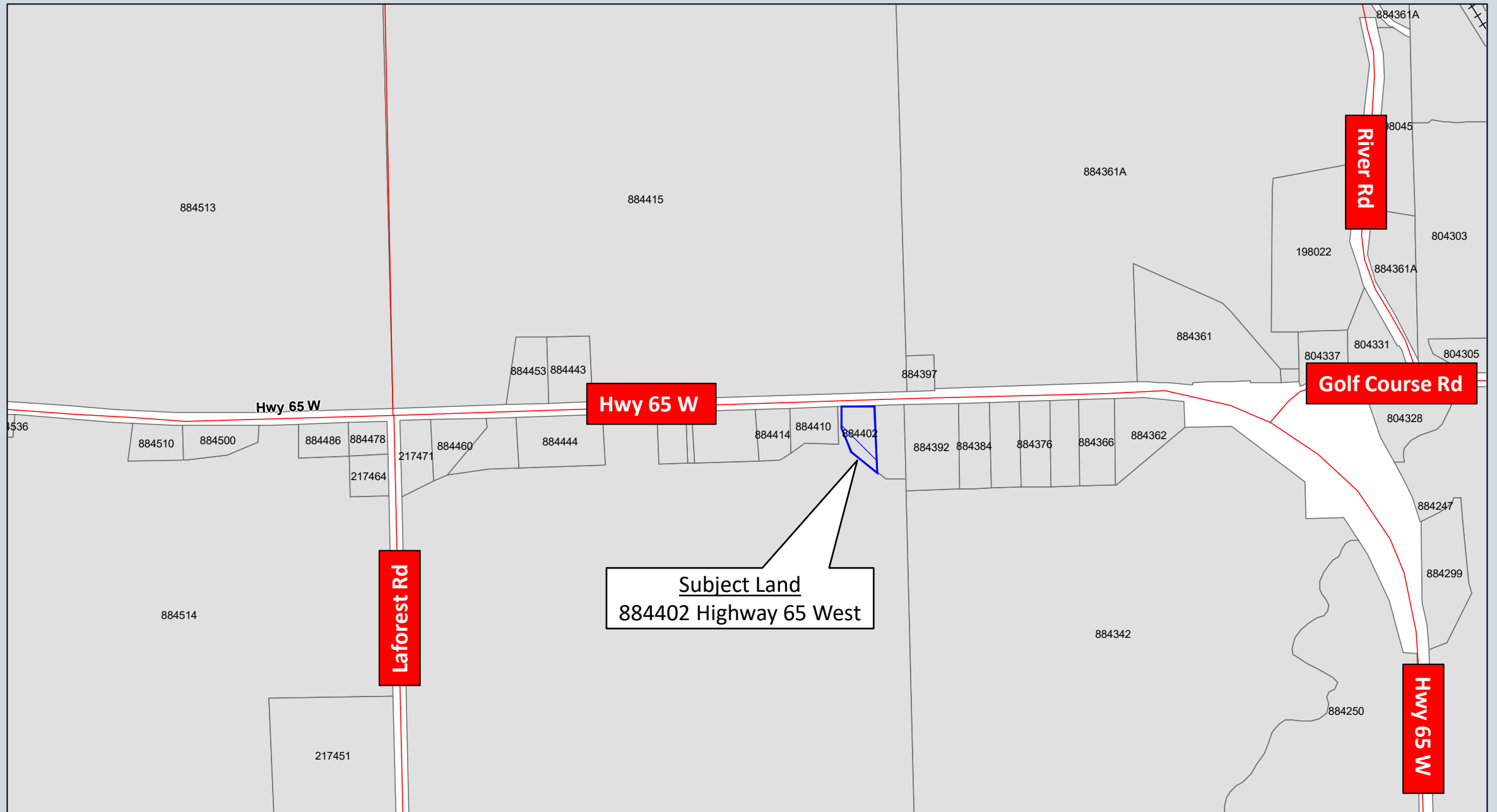
SUBJECT LAND: 884402 HIGHWAY 65 WEST

Background and Purpose

Site-specific amendment to rezone the property from Community Facilities (CF) to Rural Residential Exception (R1-#) to allow:

- Conversion of the existing church building to a single detached dwelling
- Reduced lot area

Hillview Pioneer Memorial United Church was constructed in 1962





Subject Land
884402 Highway 65 West





Official Plan

Designation: Agricultural Land (non-prime)

- Predominant uses of land include:
 - Farming of all types;
 - Agriculture-related industrial, commercial, or research activities;
 - Residential uses directly related to agriculture
 - Secondary uses;
 - Natural features that enhance the area for agriculture and ecosystem health such as woodlots and wetlands;
 - Sustainable agricultural practices that promote a healthy environment.
- Community Facilities and Infrastructure
 - “Facilities for social, recreational, educational (except agricultural-related research facilities), administrative or other purposes such as government offices, community facilities and sports fields shall be located in Settlement Areas to avoid land use conflicts with agriculture and to enhance urban areas. Existing uses and their expansion will be permitted in the Agriculture designation.”



Official Plan

- Lots of record:
 - Legally-created separate property that existing on the date of adoption of the Official Plan
 - May be used for one dwelling by zoning by-law amendment provided:
 - Agriculture or other permitted uses are not feasible or practical on the lot;
 - The lot contains a limited amount of arable land (generally less than 4 hectares);
 - The proposed dwelling complies with the MDS formula I using Type B land use;
 - The site is suitable for residential construction;
 - The soil is suitable for an individual on-site sewage disposal service;
 - A potable water supply will be available;
 - The lot abuts a fully-maintained public road

Zoning By-law

Currently zoned Community Facilities (CF)

- Permitted uses:
 - Cemetery
 - Child Care Centre
 - Educational Establishment
 - Home for Special Care
 - Hospital
 - Long Term Care Home
 - Place of Assembly
 - Place of Worship
 - Retirement Home



Zoning By-law

Proposed zoning: Rural Residential Exception (R1-#)

- Permitted uses:
 - Single Detached Dwelling
 - Cemetery
 - Group Home
- Exception would recognize lesser lot area
 - Minimum Lot Area requirement: 4000m² (1 acre)
 - Subject property: 3,751m² (0.927 acres)

Additional Information & Considerations

Minimum Distance Separation

- Required to ensure adequate separation distances between livestock facilities and non-agricultural uses
 - New residential uses in proximity to existing livestock operations (MDS I)
 - New or expanding livestock operations in proximity to existing residential uses (MDS II)
- Only addresses odour concerns
- Not required for this application: existing church considered a Type B (more intense) land use, and conversion to residential does not increase intensity of land use or potential for conflict

Highway 65 Access

- MTO comments:
 - Require closure/removal of one of the existing entrances, including reinstatement of the Highway 65 West right-of-way
 - All signage on the property must be removed
 - Residential entrance (change of ownership) permit required to reflect change in design/ownership
 - Building/land use permit required for any new buildings/structures within 45 metres (150') of the Highway 65 West right-of-way

Additional Information & Considerations

Septic System

- Existing system installed in 1960 and records cannot be located
- Timiskaming Health Unit would be unable to certify existing system
- Applicant has supplied affidavit that a new septic system will be installed prior to occupancy of the dwelling
- Timiskaming Health Unit has inspected the property and indicated that a new septic system can be installed on the property in accordance with current Ontario Building Code requirements

Well

- Applicant has supplied well record and water test record

Application Administration & Processing

Public Notice and Comments

- Notice of Public Hearing:
 - Advertised in Temiskaming Speaker beginning on November 16 (20 days before public meeting) – fulfills statutory requirement
 - Mailed to property owners within 120m of the subject land
 - Circulated to internal department heads – no concerns or objections received
 - Circulated to statutory commenting agencies under the Planning Act
 - No comments or concerns have been received from statutory commenting agencies or members of the public

Next Steps

- Administrative report package
 - Will be submitted for Council's consideration at the December 20 Regular Council Meeting
 - Council will decide to approve (pass by-law) or refuse (resolution of refusal of the amendment including reasons is required for refusal) request
- Notice of Decision
 - Sent to applicant and anyone requesting the notice within 15 days of the decision being made
 - Decision can be appealed to the Ontario Land Tribunal within 20 days of the date of the Notice of Decision
 - If no appeals filed, decision is in full force and effect as of the date of the decision

From: [Amanda Masulka](#)
To: [Kelly Conlin](#)
Subject: Niven Street Speeding
Date: Monday, November 7, 2022 4:32:58 PM

Dear Mayor and Council,

I am writing you today as I am very concerned about the motorists and how they drive on Niven Street in Haileybury. Today, while I was outside waiting my sons school bus to drop him off, I witnessed a vehicle driving northbound on Niven street. As they approached the stop sign at Albert Street, the vehicle actually accelerated very quickly (put the pedal to the metal), rather than stop at the stop sign. As a fellow motorist, I would guess that the vehicle was traveling at least 60 km's/hr through the stop sign! This is only one example. I witness vehicles speeding by and not using the stop sign on an almost daily basis.

With that said, I live on the corner of Niven and Albert Street [REDACTED] and I have a 7 year old son who loves playing outside. Not to mention family members who visit my dad (who owns the house) have small children as well who play here almost every day. There are children in a few homes in this neighborhood. Although the children are aware to stay off the road, this doesn't prevent accidents. Especially when cars are running through the stop sign at high speeds! A car could hit another and the result could be a child being run over! Or, my dads granddaughter Cassie, who is a gorgeous, sweet little 2 year old, could quickly find herself chasing a ball onto the road. And as you are aware, although the children are being watched closely, it only takes a very quick second for a tragedy to happen.

I ask you today Council, to please please consider putting "Children at Play" signs on Niven Street - one for Southbound traffic and one for Northbound traffic - approaching Albert Street. If that requires this section to be a Community Safety Zone, then please consider it.

Also, I ask that the OPP monitor this stop sign on a regular basis. I'm sure it will not be a waste of their time, as I've mentioned, I witness vehicles neglecting to use the stop sign on an almost daily basis - especially in the late afternoon when school buses are out and people are finishing work.

I thank you in advance for taking this matter seriously.

Amanda Masulka
[REDACTED]

EARLTON-TIMISKAMING REGIONAL AIRPORT SEPTEMBER 2022

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$22,982	\$164,447
FedNor		\$912,500
Operations	\$13,177	\$226,343
	<hr/>	<hr/>
	\$36,159	\$1,303,290

EXPENSES

Fuel	\$48,473	\$162,873
Operations	\$27,327	\$199,395
	<hr/>	<hr/>
	\$75,800	\$362,268

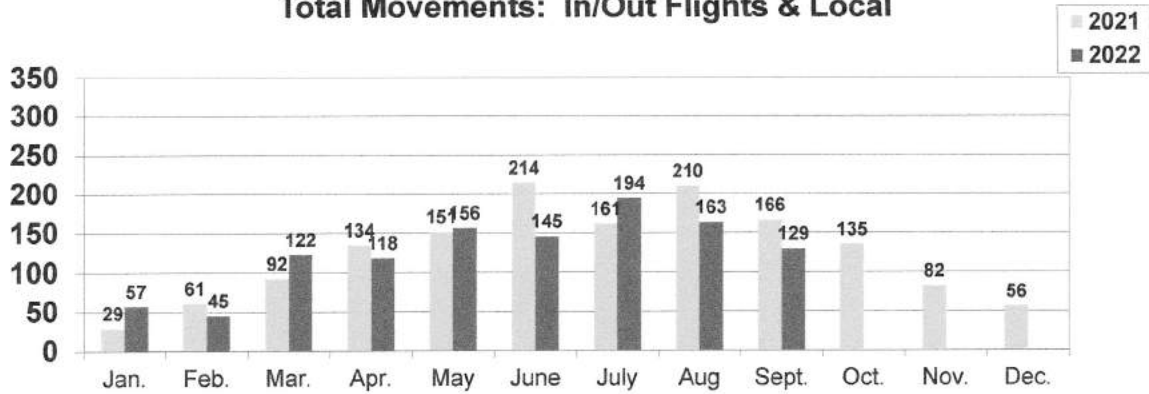
NET PROFIT/LOSS

Fuel	-\$25,491	\$1,574
Operations	-\$14,150	\$939,448
Capital Expenses		-\$195,000
	<hr/>	<hr/>
	-\$39,641	\$746,022

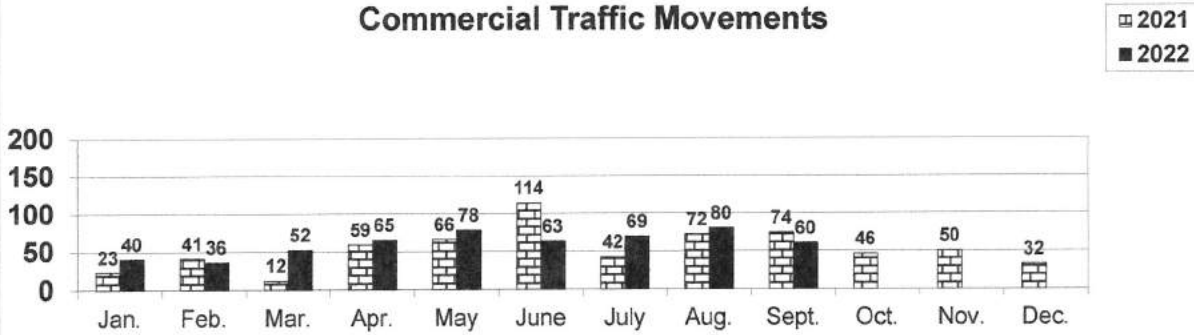
<u>FUEL INVENTORY - JET A1</u>	\$	34,827
<u>FUEL INVENTORY - AVGAS</u>	\$	14,051
<u>FUEL INVENTORY - DIESEL</u>	\$	3,590

ANNUAL AIRCRAFT MOVEMENTS

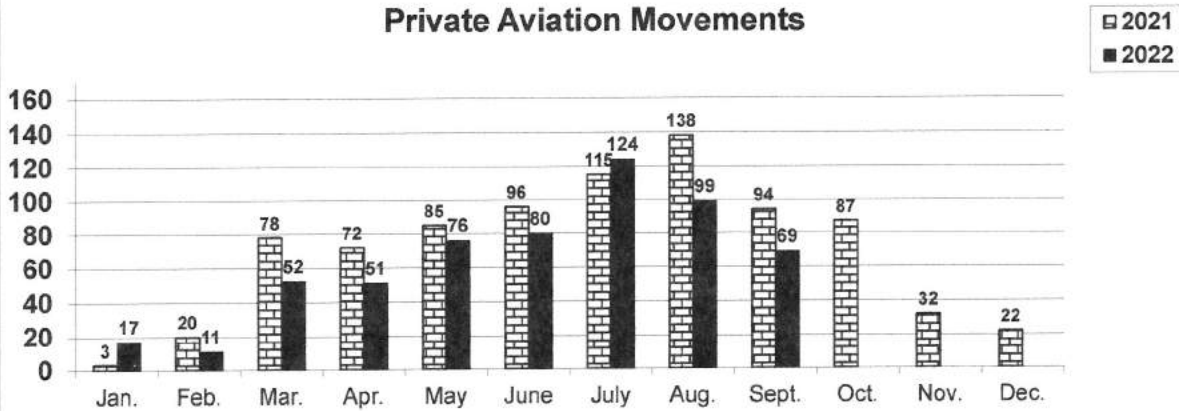
Total Movements: In/Out Flights & Local



Commercial Traffic Movements

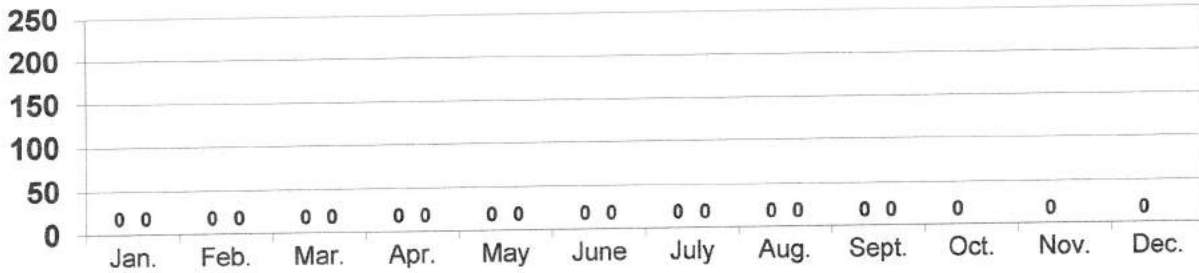


Private Aviation Movements



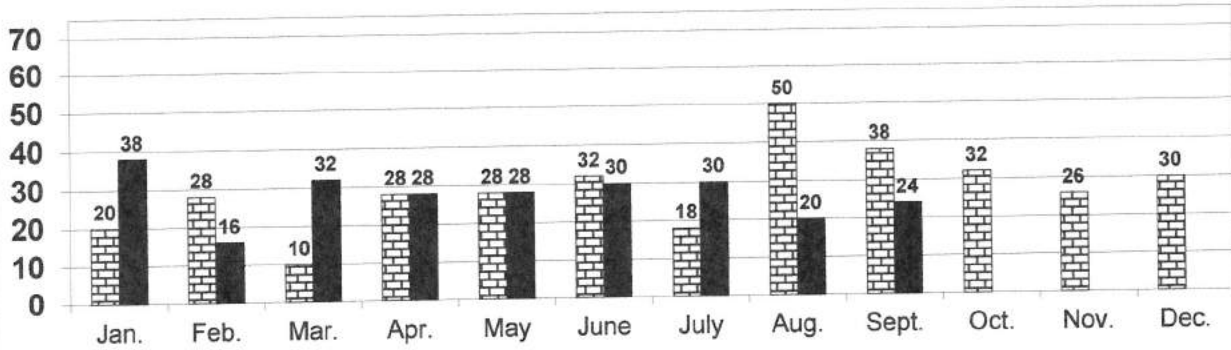
Air Carriers Movements

▨ 2021
■ 2022



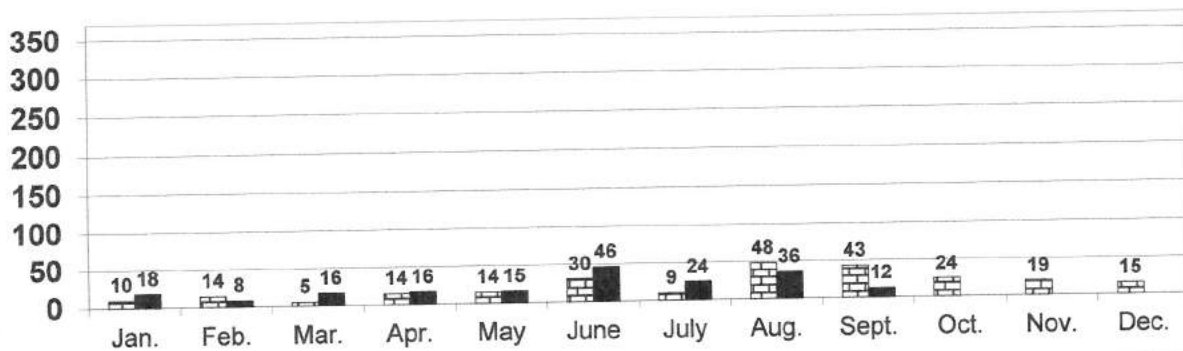
Air Ambulance Movements

▨ 2021
■ 2022



Pgrs. via Air Charter

▨ 2021
■ 2022



Community Contribution Summary
2022 Sharing Contribution
Per Capita Contribution - \$9.33

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$3,098.00
Charlton and Dack	686	\$6,400	\$3,200.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
Total Contributions	16384	\$152,863	\$149,663.00

Donation

Kerns	358	\$3,340	
Total Contributions		\$156,203	\$149,663

As of Oct. 6, 2022

EARLTON-TIMISKAMING REGIONAL AIRPORT OCTOBER 2022

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$31,068	\$195,515
FedNor		\$912,500
Operations	\$6,826	\$233,169
	<u>\$37,894</u>	<u>\$1,341,184</u>

EXPENSES

Fuel	\$7,110	\$169,983
Operations	\$34,647	\$234,487
	<u>\$41,757</u>	<u>\$404,470</u>

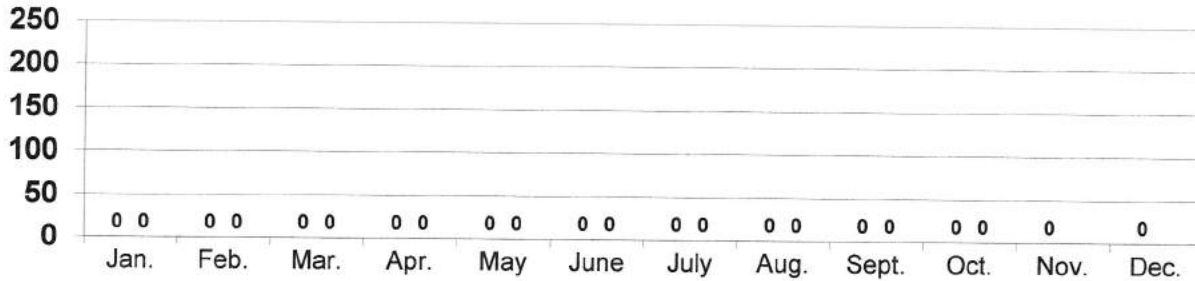
NET PROFIT/LOSS

Fuel	\$23,958	\$25,532
Operations	-\$27,821	\$911,182
Capital Expenses		-\$195,000
	<u>-\$3,863</u>	<u>\$741,714</u>

<u>FUEL INVENTORY - JET A1</u>	\$	33,092
<u>FUEL INVENTORY - AVGAS</u>	\$	5,300
<u>FUEL INVENTORY - DIESEL</u>	\$	9,279

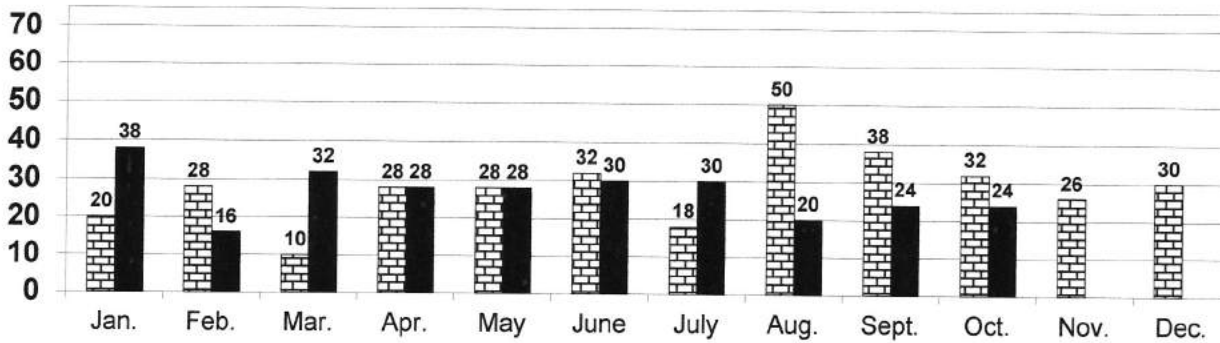
Air Carriers Movements

2021
2022



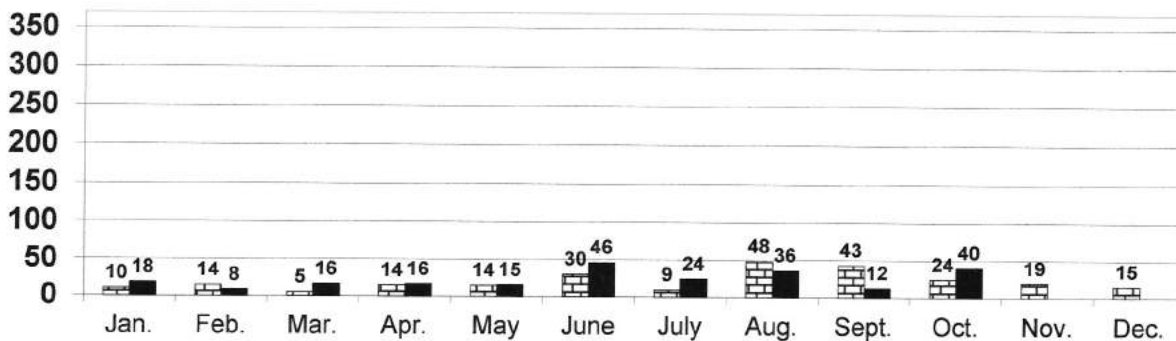
Air Ambulance Movements

2021
2022

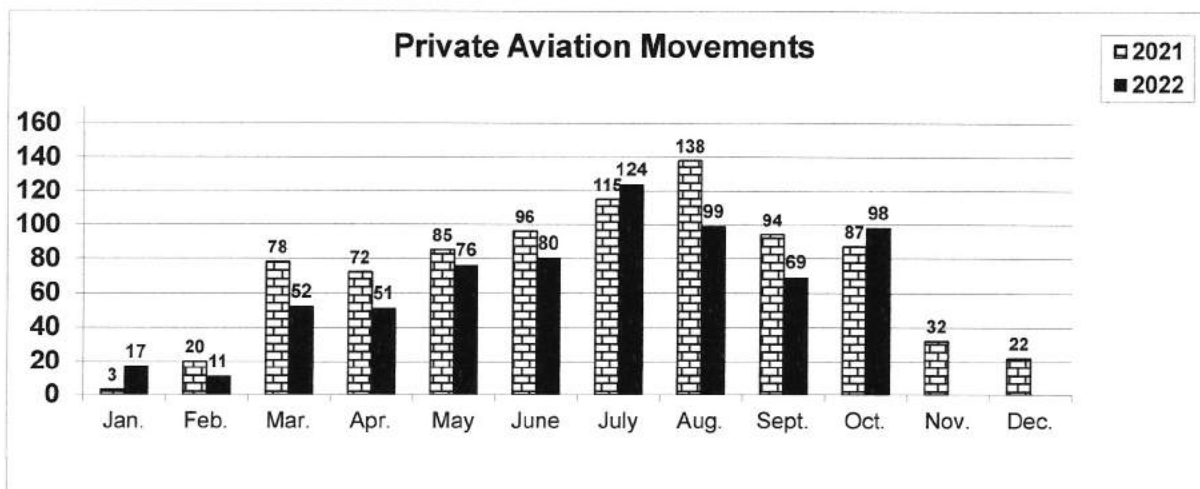
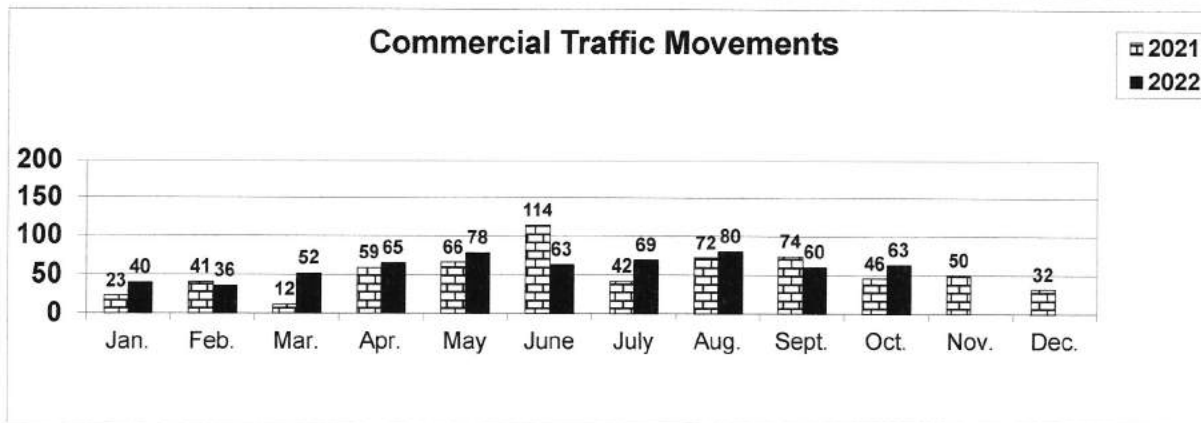
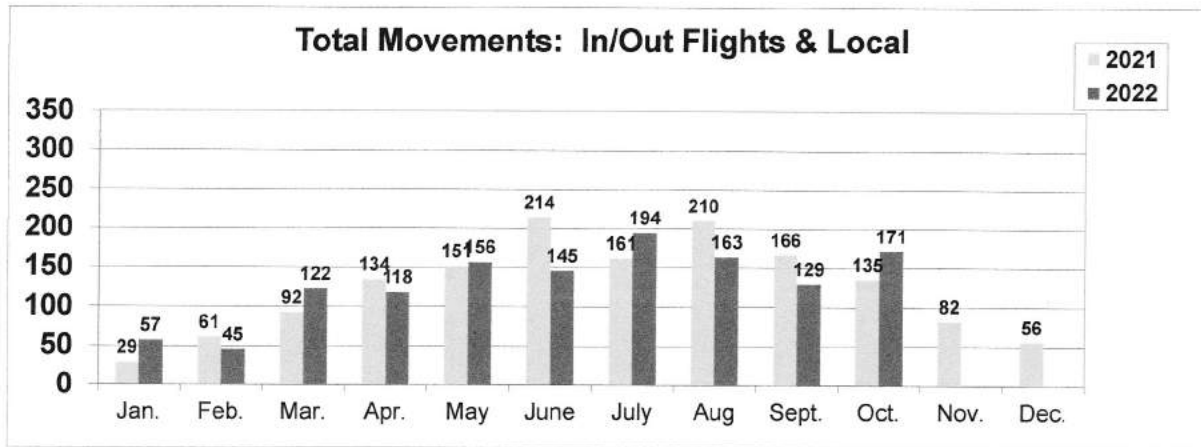


Pgrs. via Air Charter

2021
2022



ANNUAL AIRCRAFT MOVEMENTS



Community Contribution Summary
2022 Sharing Contribution
Per Capita Contribution - \$9.33

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$3,098.00
Charlton and Dack	686	\$6,400	\$3,200.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
Total Contributions	16384	\$152,863	\$149,663.00

Donation

Kerns	358	\$3,340	
Total Contributions		\$156,203	\$149,663

As of Nov. 1, 2022

**EARLTON-TIMISKAMING REGIONAL
AIRPORT AUTHORITY (ETRAA)
MINUTES**

Thursday, October 13, 2022
Harley Twp. Hall, Hwy. #11
New Liskeard, ON

Attendance: Carman Kidd, Doug Metson, Debbie Veerman, Kerry Stewart, Barbara Beachey,
Pauline Archambault, Bryan McNair, Mitch Lafreniere, Laurie Bolesworth,
James Smith, Sheila Randell

Regrets : Jean Marc Boileau, Guy Labonte

Guest : Trent Gervais, Loomex Group

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Kerry Stewart

BE IT RESOLVED THAT "the meeting of October 13, 2022, be called to order at 6:29 p.m."

Carried

2. Approval of Agenda

Moved by: Kerry Stewart

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

3. Approval of Minutes of Last Meeting

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the Meetings held September 22, 2022, be adopted as presented."

Carried

4. Business Arising from Minutes

None

5. Committee Reports

(a) Financial Report:

Moved by: Kerry Stewart

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Finance Reports for the months of September 2022 be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

6. Manager's Report

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Manager's Report for the months of September 2022 be adopted as presented and attached hereto forming part of these Minutes."

Carried

7. Chairman's Remarks/Report

Carman advised he has not heard back from FedNor regarding more funding.

Moved by: Mitch Lafreniere

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Chairman's Report be adopted as presented."

Carried

8. New Business

Trent Gervais from Loomex Group gave a presentation outlining a 30 - 60 - 90 day Business Plan for the Airport, opening with their commitment to CYXR:

- Economic Development
- Rigorous Quality Standards
- Keep CYXR Operations Running
- Dedicated to Safety Management System
- Provide Compliance Specialists as needed
- Leverage Relationships with Key Partners

Short discussion was conducted regarding Loomex's role and responsibilities, and that the Airport should see some changes by the 30-day mark.

Questioned about training, Trent responded that Loomex would cover all training costs at the Airport.

Moved by : Barbara Beachey

Seconded by : Doug Metson

WHEREAS "tires on tandem Plow Truck #80 are very worn and cracked and need replacing"; and

WHEREAS "James Smith has obtained a price of approximately \$4,000.00 to cover tires and install";

BE IT RESOLVED THAT "the ETRAA agrees to relace the tires on Plow Truck #80 at an approximate price of \$4,000.00."

Carried

9. **Closed Session**

Moved by : Doug Metson

Seconded by : Mitch Lafreniere

BE IT RESOLVED THAT "the ETRAA approve to convene in closed session at 7:43"

Carried

Moved by : Barbary Beachey

Seconded by : Doug Metson

BE IT RESOLVED THAT "the ETRAA approve to adjourn closed session at 7:53."

Carried


10. **Adjournment**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "this meeting be adjourned at 7:54 p.m."

Carried


Chair


Secretary

1.0 CALL TO ORDER

The meeting was called to order at 10:33 a.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd Amy Vickery, City Manager Mitch McCrank, Manager of Transportation Councillor Mike McArthur (Chair) Stephanie Leveille, Treasurer Councillor Pat Anderson, Town of Cobalt (via telephone) Mayor George Othmer, Town of Cobalt Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Steve Dalley, 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-2022-045

Moved by: Mayor Carman Kidd

Be it resolved that:

The Temiskaming Transit Committee agenda for the October 5, 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-2022-046

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 10:35 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-2022-047

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee rise with report at 11:11 a.m.

CARRIED

Recommendation TC-2022-048

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee hereby recommends submitting a response letter to Stock Transportation indicating the acceptance of the end of the Transit Agreement Contract as of December 31, 2022.

CARRIED

10.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for November 10th at 9:00 a.m.

11.0 ADJOURNMENT

Recommendation TC-2022-049

Moved by: Mayor Carman Kidd

Be it resolved that:

The Transit Committee meeting is adjourned at 11:14 a.m.

CARRIED

1.0 CALL TO ORDER

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

2.0 ROLL CALL

PRESENT:	Mayor Elect Jeff Laferriere Amy Vickery, City Manager Mitch McCrank, Manager of Transportation Councillor Mike McArthur (Chair) Stephanie Leveille, Treasurer Councillor Pat Anderson, Town of Cobalt (via telephone) Mayor George Othmer, Town of Cobalt Steve Dalley, CAO Town of Cobalt Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Mayor Carman Kidd

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-2022-050

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee agenda for the November 10 meeting be approved as printed.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2022-051

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee minutes for the October 5, 2022 meeting be adopted as printed.

CARRIED

7.0 CORRESPONDENCE/INTERNAL

a) Stock Transportation Letter

The committee discussed their disappointment with the letter and praised the City's negotiating team in their efforts in trying to reach an agreement. The committee hopes for a positive turnout with transit's future.

8.0 UNFINISHED BUSINESS

None

9.0 NEW BUSINESS

a) 2023 Fare Increases

The committee discussed the possibility of a slight fare increases to cover the rising costs of transit. The amount of this increase will be decided at a later date.

b) Transit Update

An RFP was posted, but there were requests to extend the deadline by a week. Staff issued a revised RFP with a week extension. There were a few different companies interested. The scope of services to transit has been changed. An hourly rate from companies for their services was requested. Chair Mike McArthur thanked committee for their efforts and was impressed with their professionalism during negotiations. He suggests that the new committee ride the transit to become familiar with the City's transit system.

10.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for November 25, 2022 at 12:00 p.m.

11.0 ADJOURNMENT

Recommendation TC-2022-053

Moved by: Mayor George Othmer

Be it resolved that:

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

CARRIED

1. CALL TO ORDER

Meeting called to order at 6:30P.M.

2. ROLL CALL

PRESENT:	<p>Mayor Carman Kidd Matt Bahm, Director of Recreation Chuck Durrant, Public Appointee Robert Ritchie, Public Appointee Rebecca Kirkey, Deputy Clerk (Committee Secretary) Danny Lavigne, Public Appointee Simone Holzamer, Public Appointee Councillor Mike McArthur Councillor Jesse Foley Amy Vickery, City Manager</p>
REGRETS:	<p>Richard Beauchamp, Public Appointee Paul Allair, Superintendent of Parks Jeff Thompson, Manager of Programming</p>

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

7 a) Facility Waiver

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2022-038

Moved by: Councillor Danny Whalen

Be it resolved that:

The Recreation Committee agenda for the October 17, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2022-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Recreation Committee minutes of the September 12, 2022 meeting be approved as amended.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

a) Facility Waiver-Centre de Sante Communautaire du Temiskaming

Le Centre de sante Communautaire du Temiskaming is hosting a seniors lunch in November at the Riverside Place and has requested for the rental fee to be waived.

Recommendation RS-2022-040

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee hereby recommends that the rental fee for the Riverside Place be waived for Le Centre de sante Communautaire du Temiskaming to host their senior's lunch.

CARRIED

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

a) Youth Bowling League- Fee Waiver Request

The Youth Bowling League has requested the fee be waived for the Riverside Place to host their April Banquet in 2023. Their request for a fee waiver for the 2022 year was approved.

Recommendation RS-2022-041

Moved by: Mayor Carman Kidd

Be it resolved that:

The Recreation Committee hereby recommends that the rental fee for the Riverside Place

be waived for the Tri-Town Bowling League to host their banquet.

CARRIED

b) DSMA Accessibility Project

The Don Shepherdson Memorial Arena reopened as expected on October 3. The front doors are still on back-order and the shipment of the HVAC equipment is also delayed. The flooring is complete and there has been no issues with the public accessing the arena from the side doors.

c) Programming Update

There were 156 registrations for fall swimming lessons, which will run until December. The Pool Fitness Centre flooring project will be completed today. The baseboards were also changed from white to black and rubber flooring was installed in front of the kitchen area. There will be 5 public skating sessions running throughout winter. Dates will be monitored to see how well utilized they are. The indoor walking program has begun

d) Parks and Facilities Update

The marinas have closed for the season and had increased sales from last year. Fuel sales were \$71,000. Expenses were higher this year due to purchasing a new fuel pump. Fencing will be installed around the skatepark and poles will be removed from the STATO trail. Keys for the marina will be turned off.

e) Directors Update

October 3 the Don Shepherdson Memorial Arena opened. Bucke Park has closed for the season and had a successful season. The RFP for the repair for the Bucke Park chalet floor will close soon. No one attended the mandatory site visit for the Rotary Splashpad so another RFP will be released. The roof of the Pool Fitness Centre is almost complete. Staff thanked committee members for their help and support in successfully completing many projects during their term.

f) Chair's Closing Remarks

Over the past 16 years being the chair of this committee with members of Council, Staff and the public has been very gratifying considering the accomplishments that were done by both Tammie and then Matt as both had the foresight to make the Recreation program a very proud part of Temiskaming Shores over this time period. Now finally, after many years of asking during Budget time we got a Recreation Master Plan which will and should make this area even a better place to work, play and enjoy our future for many years to come. Yes, we also had some setbacks by no fault of our own obtaining a Splash Pad up and running which Matt will hopefully accomplish in 2023 as I know the committee and especially the Rotary Club saw a vision to make this project work for all folks to enjoy in and outside the city plus the many tourists that visit us each year or used to live here

and come home to enjoy as well with their children. We also found a way to save Bucke Park by working together and communicating that there is a future here and not sell it off to a private person or company. Looking back at Covid and what was carried out by our staff after numerous changes from Queen's Park and Federal Government that staff had to handle was done in the best possible way and the majority of our residents did what they were told like it or not. I could go on but just witnessing our recent work on both arenas, opening a dog park, adding trails, a Skatepark, Devil's Rock and Pete's Dam, new equipment for children's parks and spending well over a million at the Pool Fitness Centre plus a new face lift at the New Liskeard tennis courts and the new fad Pickle Ball is what's all about. Finally, my only vision that must get a lot better is the use of the Stato Trail which saw that committee raise over a million dollars to modernize our area as their all over Ontario and elsewhere for folks to enjoy and help keep their bodies in good shape. Please don't forget that great idea of a new bridge running the Wabi River if and when we get some funding etc. to make it happen. I'd also like to mention that Danny Lavigne has been a member of the Recreation Committee for 30 years. It's been a slice, and I look forward to seeing the next 3 elected folks join up with our staff and members of the public, continue to strive together and make what we already have even that much better.

10. NEXT MEETING

TBD

11. ADJOURNMENT

Recommendation RS-2022-042

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:02 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 3:06 P.M.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd Amy Vickery, City Manager Abbigail Shillinglaw, Environmental & Sustainability Matt Bahm, Director of Recreation Maria McLean, Public Appointee Jamie Dabner, Public Appointee Councillor Jesse Foley Rebecca Kidd, Deputy Clerk (Committee Secretary) Abbigail Shillinglaw, Environmental & Sustainability
REGRETS:	Councillor Mike McArthur Paul Cobb

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CCC-2022-020

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee agenda for the October 18, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CCC-2022-021

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee minutes for the August 18, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATION

a) Ontario Launches Clean Home Heating Initiative

There will be financial incentives for purchasing heat pumps. Below 15 or 20 degrees Celsius, heat pumps are not very efficient but different methods should be used depending on the most efficient means at the time. The Clean Home Heating Initiative will be offered in select northern and southern communities in Ontario that represent a diverse geographical spread. This will allow the opportunity to test the hybrid heating system in a range of climates. The incentive will be a range between \$3,000 and \$4,500 per heat pump.

8. UNFINISHED BUSINESS

a) GHG Emissions Inventory

Staff are ready to submit this first level out of five to the PCP program. Staff were unable to obtain the specific amount of kms the transit busses travel in a year, but made estimates and included those in the report instead.

b) Climate Lens Update

Staff have been working on an overview report to provide to council at each meeting.

c) GHG Reduction Opportunities

Some options to reduce the City's greenhouse gas emissions would be to electrify fleet vehicles, and transition away from fossil fuel use. This would be a large initial cost to make the switch, but would pay off in the long-run. An energy audit should be done on the City's buildings to specify which areas should be renovated or changed to make them more efficient. Committee members also discussed the large amount of food waste and what could be done as a community to reduce this.

d) Energy and Climate Change Intern

The Energy and Climate Change Intern has received approval to be extended by one year. The funding will start next week and Abbigail Shillinglaw will stay on as the City's intern. She will be completing some energy audits and working on emission targets and the Climate Lens project.

9. NEW BUSINESS

10. MEETING SCHEDULE

- December

11. ADJOURNMENT

Recommendation CCC-2022-022

Moved by: Maria McLean

Be it resolved that:

The Climate Change Committee meeting is adjourned at 4:25 p.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 11:03 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Danny Whalen (Chair) Councillor Doug Jelly Mayor Carman Kidd Paul Allair, Superintendent of Parks & Facilities Amy Vickery, City Manager Matt Bahm, Director of Recreation Amy Vickery, City Manager Rebecca Kidd, Deputy Clerk (Committee Secretary)
REGRETS:	Abigail Shillinglaw, Environmental & Sustainability

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-2022-029

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the October 20, 2022 meeting be adopted as printed.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2022-030

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting previous meeting minutes of September 22, 2022 be adopted as presented.

CARRIED

7.0 PRESENTATIONS/CORRESPONDENCE

None

8.0 UNFINISHED BUSINESS

a) Department Update

The flooring at the Pool Fitness Centre has been completed and looks great. The Environmental & Sustainability Internship has been approved and Abigail Shillinglaw will be with the City for another year. Staff shared the LAS Energy Market Update, which shows that natural gas prices are going to increase significantly. There have been 3 individuals arrested related to the items stolen from the building maintenance department. Some items were returned, but they were the lower value items. Staff is working on a list of what will need to be purchased to recover the \$20,000 loss. There are some docks remaining to be removed from the marinas. There was a waterline leak at the New Liskeard Community Hall and the bathroom wall needed to be ripped out.

b) PFC Roof Replacement Progress Report

There has been good progress on the roof replacement at the Pool Fitness Centre and completion is near.

c) DSMA Project Progress Report

The project manager will be replaced in a week. Glazing of doors begins next week. There have still been issues with the aluminum front doors. The new addition of the vestibule must follow energy efficient requirements. The budget needed to be increased for the shop drawings of the vestibule and will be taken from the contingency budget.

d) Haileybury Fire Station Progress Report

The doors at the Haileybury Fire Station have been changed to transparent doors, which make the space much brighter. The station is waiting on the main electricity panel that has not arrived yet. Paving will be completed at the end of the week. The mayor and council will be invited to the grand opening.

e) Bucke Park Floor Replacement Update

The RFQ was sent out, but no bids came back for the floor replacement at Bucke Park. The timelines were short for this project so another RFQ will be released with a longer timeframe to allow for an April deadline of the new flooring. The park has been successful and may not need funding for this project.

f) City Hall Interlock Pavers Update

Northern Escapes was the lowest bid for the interlocking brick replacement at City Hall. Staff recommend this company get the contract to complete the work.

Recommendation BM-2022-031

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee hereby recommends awarding RS-RFQ-007-2022 City Hall Interlock Pavers to Northern Escapes in the amount of \$47, 100.

CARRIED

9.0 NEW BUSINESS

a) Chair's Closing Remarks

Chair Danny Whalen is pleased with the progress of the committee and having a separate committee to cover all buildings instead of individual department building committees. There has been a good working relationship between departments and a lot has been accomplished.

10.0 NEXT MEETING

TBD

11.0 ADJOURNMENT

Recommendation BM-2022-032

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:54 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 Amy Vickery, City Manager Steve Burnett, Environmental Services Shelly Zubych, Director of Corporate Services Stephanie Leveille, Municipal Treasurer Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Kelly Conlin, Municipal Clerk Mayor Carman Kidd

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2022-061

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the October 20, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2022-062

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the September 22 & 30 (Special), 2022 meetings be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

None

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a) Senior Housing Agreement

Recommendation CS-2022-063

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby approves the five year Property Tax Agreement between The Corporation of The City of Temiskaming Shores and The Temiskaming Shores Seniors' Housing Corporation as presented at the Corporate Services meeting on October 20, 2022.

CARRIED

b) Holiday Hours

City Hall will close between Christmas and New Years, Dec 26-Jan 2. Staff will use unused vacation to book off Dec 28, 29, and 30.

c) Bay Street Update

Once the Geotech study is finalized, staff will present it to new council for Bay Street. There have been several delays in completing this study.

d) Chair's Closing Remarks

Councillor Jeff Laferriere thanked staff for their commitment and knowledge on various topics brought to the committee. Staff have always come prepared to meetings and have made the councillors' jobs easier when making decision.

10. CLOSED SESSION

Recommendation CS-2022-064

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee convene into Closed Session at 12:35 p.m. to discuss the following matters:

- Under Section 239 (d) of the Municipal Act; labour relations or employee negotiations

Recommendation CS-2022-064

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee without report at 12:36 p.m.

CARRIED

11. NEXT MEETING

12. ADJOURNMENT

Recommendation CS-2022-065

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:36 p.m.

CARRIED

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

October 20, 2022 – 1:00 P.M.

Haileybury Boardroom

CHAIR – Councillor Mike McArthur

1. CALL TO ORDER

Meeting called to order at 1:03 p.m.

2. ROLL CALL

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

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2022-034

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the October 20, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2022-035

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee minutes of the September 22, 2022 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a) Fire Activity Report

This report covers the period of Sept 21-October 17, 2022. There have been 8 responses and 89 responses to date. There have been 24 inspections this period, fire prevention week, and advertising on CJTT chats, the Speaker, and the Senior's Fair. Firemen also assisted with the 100th anniversary Great Fire.

b) Animal Control Report

Reports are still outstanding for August and September reporting periods. There has been a meeting request to discuss the appointment of officers. The Animal Control Contract will look much different moving forward. The municipality will not be involved in the sheltering of animals and only the pound services portion.

c) Chair's Closing Remarks

Chair Mike McArthur reflected on the committee's hard work over the years. The new Haileybury Fire Station is great for the community and volunteers. There have been many new volunteers that have joined the fire departments. The bus shelters have been designated as non-smoking and unsafe buildings in the City have been made safe. The 4% tourist tax will be coming in 2023. COVID protocols have been enforced, as well as property standards and vehicle parking. A dog park was designed and built and has been a great addition to the area.

10. CLOSED SESSION

11. NEXT MEETING

TBD

12. ADJOURNMENT

Recommendation PPP-2022-036

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 1:28 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:01 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Councillor Danny Whalen Darrell Phanuef, Environmental Superintendent Amy Vickery, 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:	Mayor Carman Kidd

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Rorke Avenue -New Business item 9. f)

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2022-050

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the October 20, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2022-051

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee minutes for the September 22, 2022 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

None

8. UNFINISHED BUSINESS

a) New Liskeard Landfill Expansion – Update

Grubbing has begun in areas where the fence is to be installed. There has been a lot of garbage where the future road will be located that has needed to be removed. Negotiations with Phippen's Waste Management have begun. There has been some concerns about the topography of the landfill and some solutions have been discussed.

b) ICI Water Meter Installation – Update

Staff met with Neptune and there are about 40 meters left to be installed. There is a delay waiting for parts. This project will be carried over into the new year. Data will be collected from the 500 meters installed. Staff will update the By-law and develop an internal policy.

c) WTP Filter Rehabilitation-Update

Work has begun on the filter rehabilitation at the water treatment plant. The underdrain system will be removed to create a new underdrain. There is less water available during this process therefore staff will notify the fire department.

9. NEW BUSINESS

a) Triaxle Winter Rental Rates

The triaxle winter rate for the past few seasons has been \$85/hour. Since there has been no current increase, staff suggested a rate of \$100/hour.

Recommendation PW-2022-052

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends increasing the triaxle winter rental rates to \$100/hr for the 2022-2023 winter season.

CARRIED

b) Transportation Study Evaluation

There were five bidders for the Transportation Study Evaluation. WSP had a good submission but was over budget. Staff suggested awarding TYLin the project since they also had a complete submission and were within the City's budget.

Recommendation PW-2022-053

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends the award of PW-029-2022 in the amount of \$59,771 to TYLin for the Downtown Core's Transportation Study as authorized in the 2022 budget, Operating Project Account. And further that: The Public Works Committee hereby recommends that the remaining balance of funds from the 2022 Budget Allocation; Operating Project Account be allocated and approved for creation of prioritized Shelf-Ready Designs, in alignment with the City's Municipal Capital Asset Plan.

CARRIED

c) Operating Projects-Shelf Ready Designs

Having shelf ready designs would allow staff to construct projects right away instead of waiting for a lengthy approval process. A shelf ready design is needed for Albert Street.

Recommendation PW-2022-054

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby suggest using the remaining funds from the Transportation Study for the purpose of shelf-ready designs before year end, with the intention of complying with the City's Capital Plan.

d) Public Works Update

There was one resignation in water and sewer and two applicants applied to the vacancy. The applicant who had the D licence was offered the position and accepted. Staff will need to hire a few more employees to prepare for the winter season. There has been a bit of shuffling in the department to make up for the shortages.

e) Chair's Closing Remarks

A lot of work has been accomplished in the last 12 years. The roads in Temiskaming Shores are better than a lot of other communities and these efforts to repair and maintain the City's roads are ongoing. The committee has had many productive discussions and certain projects can get frustrating but the employees work hard and are a good group.

f) Rorke Avenue

Committee members are disappointed with the paving on Rorke Avenue. There are many cracks, holes, and patches. It was suggested that an evaluation of the contractor be submitted and penalties put in place in the future.

10. CLOSED SESSION

None

11. NEXT MEETING

TBD

12. ADJOURNMENT

Recommendation PW-2022-055

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:15 a.m.

CARRIED

GENERAL CAPITAL
Revenues & Expenditures
as at October 31, 2022

	Project	2022				G	Y	R
		Actual	Budget	Variance				
REVENUES								
	Transfer from Operations	222,852	1,022,097	(799,245)				
	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)				
	Modernization / Efficiency Funding		143,747	(143,747)				
	Ontario Community Infastructure Fund (OCIF)	694,467	810,881	(116,414)				
	Enabling Accessibility Funding		100,000	(100,000)				
	Provincial Gas Tax		110,550	(110,550)				
	Investing in Canada Insfrastructure Program (ICIP)		224,450	(224,450)				
	Tranport Canada		527,848	(527,848)				
	Ontario Trillium Fund	200,000	500,000	(300,000)				
	Public / Private Partnerships	50,165	108,486	(58,321)				
TOTAL REVENUES		\$ 1,340,125	\$ 14,876,320	\$ (13,313,343)				
EXPENSES								
					% Completion			
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)	90%	x		
	Irwin Fill Station 3	32,246	23,000	9,246	100%	x		
Public Works:	2022 Roads Program	3,102,036	3,000,000	102,036	95%	x		
	Grant Drive Ext. Construction	666,713	1,270,000	(603,287)	90%	x		
	West Road Culvert Relining	45,251	100,000	(54,749)	50%	x		
	Radley Hill - Road Upgrades	501,942	659,810	(157,868)	100%	x		
	Pedestrian Cross Walk	49,888	100,000	(50,112)	100%	x		
Solid Waste:	Landfill Expansion	221,461	3,000,000	(2,778,539)	75%	x		
Property Mtnce:	Haileybury Fire Station (carryover)	1,594,462	2,200,000	(605,538)	85%	x		
	NL Arena Accessibility Project	640,672	1,000,000	(359,328)	75%	x		
	PFC Upgrades (floor & water softener)	55,501	70,000	(14,499)	100%	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	797,844	800,000	(2,156)	90%	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		
	Snow Blower Attachments (2) (By-Law 22-074)	325,738	330,000	(4,262)				
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)	139,226	200,000	(60,774)	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		\$ 9,618,632	\$ 14,876,320	\$ (5,257,688)				

Memo

To: Mayor and Council
From: Amy Vickery, City Manager
Date: December 6, 2022
Subject: Council Attendance at Conferences and Estimated 2023 Conference Budget
Attachments: Appendix A: 2023 Schedule of Municipal Conferences & Draft Budget Estimate

Mayor and Council:

Various conferences and activities are hosted by organizations and associations representing municipal interests across the Province each year. These events provide a forum for elected officials to engage, network, learn and advocate for matters of interest in the community and sector.

Each year delegates are appointed to represent the City of Temiskaming Shores and provide opportunity to those members that have availability. In addition, other training, education and networking opportunities are offered throughout the year.

Attached in Appendix A is the 2023 Schedule of Municipal Conference & Draft Budget Estimate for consideration and appointment of delegates as well as an estimated lump sum budget allocation for events, training and virtual offerings for 2023.

At this time it is necessary to appoint delegates to the Rural Ontario Municipal Association Conference held January 22-24, 2023.

Rural Ontario Municipal Association Conference - Draft Motion

Be it resolved that Council approves the attendance of **Mayor Jafferiere** and **Councillor _____** to the Rural Ontario Municipal Association (ROMA) Conference scheduled for January 22 to January 24, 2023 in Toronto;

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

That the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy; and

Further that all members are to express their availability and interest for all other delegations to be set out in council resolution for consideration at a future meeting of council.

Prepared, Reviewed and
submitted for Council's
consideration by:

"Original signed by"

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Airianna Leveille
Date: December 6, 2022
Subject: CS-RFP-006-2022 NOMS Digital Marketing 2023
Attachments: Digital Media Strategy NOMS Proposal

Mayor and Council:

The City has led the successful Northern Ontario Mining Showcase (NOMS) since 2015. This consists of a special exhibit of Northern Ontario Small and Medium Enterprises within the mining sector at the Prospectors & Developers Association of Canada Conference (PDAC) and Canadian International Mining Conference (CIM) annual conventions. The intent of this project 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 within the mining sector. The initiative is supported by partners and stakeholders throughout Northern Ontario, with The City of Temiskaming Shores as the project lead. A steering committee comprised of representatives from throughout Northern Ontario works together with FedNor staff to set the direction of the event and plays a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. Committee members also help to promote the event prior to and on-site to potential attendees as a means of attracting people and companies to the showcase.

The City on behalf of the NOMS Steering Committee went out to tender (CS-RFP-006-2022 NOMS Digital Marketing 2023) seeking quotes from qualified firms for the conceptualization and execution of a digital media strategy for the 2023 NOMS Events. The intent of the request was to engage the services of a qualified digital marketing firm to provide lead-up campaigns and onsite social media support for the event.

One submission was received that being from Detail Media and Communications in the amount of \$79,959.26 plus HST. Detail Media has provided excellent branding for NOMS over a number of years now and we are confident they understand project needs, target audience and will continue to deliver quality media products again this year.

The project is 100% funded through the PDAC and CIM FedNor agreements and therefore does not cost the City. The proposal is attached with this memo for information purposes.

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

Amy Vickery
City Manager

CITY OF TEMISKAMING SHORES

DIGITAL MEDIA STRATEGY

NORTHERN ONTARIO MINING SHOWCASE

RFP: CS-RFP-006-2022

Client: City of Temiskaming Shores

Team: Detail Media & Communications, Casa di Media Productions

Lead: Detail Media & Communications

Address: 82 Argento Boulevard, Timmins ON P4P 0A1

Telephone: 705-262-4960

Project Manager: Jamie Dallaire

**NORTHERN ONTARIO
MINING SHOWCASE**

**SALON MINIER
DU NORD DE L'ONTARIO**

NORTHERN ONTARIO MINING SHOWCASE **PROPOSAL GUIDE**

PROJECT SUMMARY | 2

THE TEAM | 3

WORK PLAN | 4

BUDGET SUMMARY | 5

APPENDIX A | SCOPE BREAKDOWN

APPENDIX B | KEY REFERENCES

APPENDIX C | STATEMENT OF WORK

APPENDIX D | AGREEMENT

UNDERSTANDING OF CLIENT NEEDS.

As the Northern Ontario Mining Showcase enters a new year of being an integral part of the annual Prospectors and Developers Association of Canada's (PDAC) and Canadian Institute of Mining, Metallurgy and Petroleum (CIM) conventions, we understand that your priorities continue to lie with building and maintaining a global audience within the mining industry. Our past involvement with the NOMS brand, through website development, video production, photography, marketing, and on-site coverage will blend a consistent approach to creating the right message that continues to reach your target audience.

In order to reach the masses, content must be relevant and timely. A correlated online presence will continue to play a key role in the momentum that has been established over the past few years. We expect to prioritize the following objectives:

1. Ensuring that your audience is educated on all NOMS exhibitor supplies and services, is aware of the activities taking place at the conventions, and knows how to register their attendance at both PDAC and CIM.
2. Offering user-friendly access to NOMS brand elements - made to help committee members, exhibitors, and partners consistently market the credible Northern Ontario Mining Showcase brand and its initiatives.
3. Providing on-site event coverage that is second-to-none. Taking what we have learnt from past NOMS experience and finding that next level - a film crew, host, photographer, and content creators ready to capture the sights and sounds of these exciting showcase events.
4. Leaving the NOMS team with enough statistical information, documented best-practices, and promotional tools to guarantee that future years of the Northern Ontario Mining Showcase keeps its newest and most loyal followers.

We have prepared an [interactive landing page](#), specifically for this proposal for service. It is a key feature to our submission and is dedicated to the discovery of relevant work samples, team profiles, a service breakdown, and client testimonials. Find the landing page at detailmedia.ca/noms2023.

It's time to dig in and explore our offering! We wish you the best of luck with the selection process.



EXPERIENCE & QUALIFICATIONS.

A collection of firms have come together to form a collaboration set to offer the highest form of service. Blending Detail Media's marketing and management experience with their creative knowledge, and the production eye of Casa di Media, makes for a very focused and talented crew. A team with long standing commitment, and the experience to meet all necessary specifications.

Over the years, our team has worked on multiple projects to help clients achieve their goals in developing a better traction online and in the social media space. We've completely branded and rebranded local **organizations** and **businesses**. We've coordinated many personal, private sector, and community-based **photoshoots**; and been tasked with the production of **video modules** to help with event attendance, **education on the forestry industry**, as well as a complete **snowmobile tourism training series** and **snowmobile safety module**.

In addition to branding and production, we've garnered success in campaigns like the **Northern Ontario Mining Showcase**, **Ontario ECE Grants**, **Tourism Cochrane**, as well as the newly aligned **Find it in Timmins** initiative - with an ability to properly identify an audience and develop informal content that entices engagement and converts an action. Our clients have been able to see and live the positive results through branded **graphical reports**, and the overall increase in followers, likes and shares of content featured on social media and beyond.



MEET THE
TEAM
[CLICK HERE](#)

SCOPE OF SERVICES

ONE TEAM, ONE GOAL.

The following scope describes inclusive services recommended to successfully implement a set of key deliverables for the 2023 Northern Ontario Mining Showcase. We highly recommend the [review of our service breakdown table](#) to discover each intricate detail of the project.

PROJECT MANAGEMENT & STRATEGIES

This entails administration tasks, a briefing and information session, and the development of a creative concept ([view sample](#)) and on-site event schedule. The client will be expected to approve several working documents as the project progresses.

CONTENT DEVELOPMENT & PRE-EVENT PROMOTION

It starts with creating, collecting and sorting all available content to be used throughout the campaign. We will then update current social mediums, which are expected to host published content, created for and covering a variety of pre-event and post-event details (event schedules, exhibitor lists, speaker series profiles, feature areas, etc). We highly recommend paid advertising placement within various channels, and would work with you to prepare a balanced budget. In addition, a digital and printable media guide will be developed and shared with the NOMS committee, exhibitors, and partners - enhancing organic marketing consistency.

ON-SITE COVERAGE & ENGAGEMENT

This covers an on-site film crew, event host, photographer, and content creator, working together to build real-time, digital content for both PDAC and CIM conventions. This includes live streams, featured photo galleries, and scripted daily highlights - covering guest speakers, booth features, on-site activities, announcements, testimonials, and everything in between. We expect to cover it all, with eyes and ears to the ground - ready to pivot if and when necessary.

POST-EVENT PRODUCTION & WRAP-UP

Scheduled content creation to be published after each event's completion, covering testimonials, statistical results, and attendee appreciation messages. In addition, we will package and deliver all marketing material, video footage, and photography to a folder within our secured cloud server.

REPORTING

Post-project reports ([view sample](#)) that includes results, statistics, recommendations, and samples of work for both PDAC and CIM conventions. We will also deliver a [digital infographic card](#) that highlights successful results, and can be used to attract new exhibitors and attendees for future Northern Ontario Mining Showcase events.

NOMS AT PDAC & CIM INVESTMENT.

Introducing a summary of service and travel expense fees for the delivery of a digital media strategy for the 2023 Northern Ontario Mining Showcase at PDAC and CIM. We highly recommend the [review of our detailed service breakdown table](#) to learn how we obtained these numbers.

DELIVERABLES	FEE
PROJECT MANAGEMENT & STRATEGIES	\$5,695
CONTENT DEVELOPMENT & PRE-EVENT PROMOTION	\$10,800
ON-SITE COVERAGE & ENGAGEMENT	\$37,922.50
POST-EVENT PRODUCTION & WRAP-UP	\$7,890
REPORTING	\$1,360
TRAVEL EXPENSES	
ACCOMMODATIONS	\$4,000
PARKING	\$800
PER DIEM	\$3,450
RETURN MILEAGE	\$3,791.76
RETURN TRAVEL TIME	\$4,250
TOTAL	\$79,959.26

WORK PLAN BREAKDOWN.

At the link below, you will find a detailed service breakdown that identifies key deliverables and all pricing components; segmented by convention.

This detailed work plan breakdown will ensure that all requested services have been considered and are covered within our fees. [Here's a link to the working version](#). If the link doesn't work, simply click on the graphic below.

VIEW THE
BREAKDOWN



A COLLABORATION OF **KEY REFERENCES.**

MARLA TREMBLAY | MARKEY CONSULTING

PHONE: 705-499-6267 EMAIL: MTREMBLAY@MARKEYCONSULTING.COM

DAVID MACLACHLAN | DESTINATION NORTHERN ONTARIO

PHONE: 705-575-9779 EMAIL: DAVID.MACLACHLAN@DESTINATIONNORTHERNONTARIO.CA

RENÉE VEZEAU BEAULIEU | TOURISM COCHRANE

PHONE: 705-272-9152 EMAIL: RVEZEAU@BESTWESTERNCO.CA

JESSICA LAURIN | ONTARIO ECE GRANTS


PHONE: 705-675-9193 EMAIL: JESSICA.LAURIN@NBRHC.ON.CA

CAMERON GRANT | TIMMINS CHAMBER OF COMMERCE

PHONE: 705-365-3146 EMAIL: POLICY@TIMMINSCHAMBER.ON.CA



IMPORTANT LINKS

- [**WORK SAMPLES**](#)
 - [**PROJECT TEAM**](#)
 - [**BREAKDOWN**](#)
 - [**OUR CLIENTELE**](#)
- 

THE DETAILS IN WORKING TOGETHER.

This section describes details of our working agreement. It is important for our team to provide a transparent experience throughout each phase of a project; from startup to completion. Our outlined objective is to always lay a solid foundation for a great working relationship.

CHANGES & REVISIONS

To ensure client satisfaction, the allotted budget will incorporate time for revisions to all project elements. Complete overhauls may be subject to additional hours, and will be determined and explained at the time of potential request.

CLIENT RESPONSIBILITY FOR RELEASE & ACCURACY

We agree to use our best efforts to fulfill and exceed your expectations on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your organization and to cooperate with us in expediting the work. You are responsible for the accuracy, completeness and propriety of information concerning the City of Temiskaming Shores, which you furnish to us verbally or in writing in connection with the performance of this agreement. You guarantee that all elements of text, images, audio, video, or other artwork you provide are either owned by your good selves, or that you have permission to use them.

INVOICING SCHEDULE

Your investment for this proposal for service is **\$79,959.26**. A Harmonized Sales Tax (HST) of 13% will be added to all invoices. A 50% deposit will be required at the beginning of the project. The remaining 50%, in addition to travel expenses, will be due closer to project completion.

RETAINER FEES

As described in the proposal, the exact needs for some project deliverables are unpredictable, as such the City of Temiskaming Shores has requested hourly and daily rates for any unplanned extras associated to this project.

- The hourly rate for design and marketing is \$85. The daily rate is \$680.
- The hourly rate for photography is \$100. The daily rate is \$765.
- The hourly rate for video production is \$275 (4 crew). The daily rate is \$2,750.
- The hourly rate for post-production is \$100. There is no daily rate.
- The daily rate for production gear is \$1,000. There is no hourly rate.

ASSIGNMENTS OF INTELLECTUAL RIGHTS

Design and marketing work carried out as a result to this request for service will be the exclusive property of the City of Temiskaming Shores and will be surrendered to the client immediately upon completion, expiration, or cancellation of the project.

The City of Temiskaming Shores will own the rights, title, and interest of intellectual property rights, including copyrights, patents, trade secrets and trademarks with design and marketing work that is paid for by the City of Temiskaming Shores.

VIDEO LICENSING

In signing this agreement, the client agrees to the following licensing terms for the usage of the video end product:

- **Limited:** The produced video may not be edited or modified by the client in any way. The video clips used to produce the final product may not be cut and isolated from the final product to be used by the client for future projects. Unlimited, perpetual licensing for a single video clip is available through the production team, by request.
- **Perpetual:** There is no expiration or end date on your rights to use the end product, unless otherwise stated.

PHOTOGRAPHY LICENSING

The licence is not transferrable to a third party. Detail Media & Communications remains the sole owner of the images' copyright. No transfer of intellectual property is made by this agreement.

PRODUCTION LIABILITY

Our production team will perform production tasks to the best of their ability, but accepts no responsibility for unforeseen circumstances including but not limited to: equipment failure, power outages, illnesses, inability to attend and perform services, and or any other situation where the resulting video or photography product is less than ideal.

Our sole liability in any case shall be limited to a monetary amount no greater than the total of monies paid by the customer. In other words, if a video or photography session either fails to be recorded or is unable to be performed by the fault of our production team, a total refund will be credited.

TALENT RELEASE FORMS

It is expected that all persons represented in any video or photography production must sign a talent release form before any filming or shooting can begin; or that media consent posters be hung at the entrance and on the walls that are within the confines of the event.

TRANSLATION

While we expect to offer a sample of bilingual content, it is important to know that a team of certified language coordinators are on hand, and will be made available upon additional requests not covered within the budget.

TERMINATION

Either party may terminate the agreement if the other party defaults in the performance of any of its duties and obligations and the default is not cured within thirty days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time. A payment resolve will be determined at the time of termination.

SECURITY & SAFETY

This proposal document complies with all safety, security, best practices, and applicable legislation through the Office of the Privacy Commissioner of Canada.

TECHNICAL SUPPORT

As the lead, Detail Media & Communications will be your main point of contact for all potential support and troubleshooting purposes. Whether it's a simple revision or a question that needs answering, we work in your favour and try our best to be accessible at all times. If you have a pressing issue and are in need of help, please give us a call at (705) 262-4960, or send an email to info@detailmedia.ca.

OUR POTENTIAL NEXT STEPS.

This proposal was submitted on **October 28, 2022**. The selected services offered and the proposed fee of **\$79,959.26**, is valid for a total of ninety days. Once the ninety days have expired, the proposal will need to be reviewed before approval and signing.

This proposal for service would act as our official agreement between the City of Temiskaming Shores and the collaborative team (lead of Detail Media & Communications). Because this is an agreement document, it requires more sections and pages than allocated. In addition, we are ready to sign any official agreement documents that you have prepared for this initiative.

1. Please take a moment to **download a copy of the signed forms** that required submission.
2. Be sure to visit our **interactive landing page**, for more details involving work samples, team profiles, service breakdowns, and client testimonials.
3. While we recommend the review of our proposal from within your browser, there is an option to download a copy of the PDF version. Simply click the download icon found at the bottom right corner of your screen.
4. If you have any questions, simply let us know. We are happy to clarify any points, as some items may be sorted out with a brief conversation. We are committed to finding the best way to work together. If you would like to speak to us by phone, please call 705-262-4960.



Kelly Conlin

KELLY CONLIN

CITY OF TEMISKAMING SHORES



Jamie Dallaire

JAMIE DALLAIRE

DETAIL MEDIA & COMMUNICATIONS

**MANY A SMALL THING HAS
BEEN MADE LARGE WITH THE
RIGHT KIND OF ADVERTISING.**

- MARK TWAIN

THANK YOU!

We appreciate the opportunity to present this proposal for service, and hope you take it into consideration. Please get in touch if you have any questions or concerns.

All information, services, and pricing provided should not be shared. This is a confidential document.

For additional past work samples, please reference our interactive landing page.

Detail Media

**City of Temiskaming Shores
CS-RFP-006-2022 NOMS Digital Media**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Detail Media & Communications (2013) Ltd / Jamie Dallaire
(Registered Company Name/Individuals Name)

Of, 82 Argento Boulevard, Timmins ON P4P 0A1
(Registered Address and Postal Code)

Phone Number: 705-262-4960 Email: jamie@detailmedia.ca


We/I hereby offer to enter into an agreement for the supply of services, as required in accordance to the Proposal for a price of (must be CDN funds):

We/I hereby offer to enter into an agreement, as required in accordance to the proposal for a price of:

Hourly rate (+HST)

Daily rate (+HST)

- The hourly rate for design and marketing is \$85. The daily rate is \$680.
- The hourly rate for photography is \$100. The daily rate is \$765.
- The hourly rate for video production is \$275 (4 crew). The daily rate is \$2,750.
- The hourly rate for post-production is \$100. There is no daily rate.
- The daily rate for production gear is \$1,000. There is no hourly rate.

Bidder's Authorized Official: Jamie Dallaire
Title: Owner / Project Manager
Signature: 
Date: October 28, 2022

Form 1 to be submitted.

City of Temiskaming Shores
CS-RFP-006-2022
NOMS Digital Media

Non-Collusion Affidavit

I/ We Detail Media & Communications the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: 9:00 AM this 28 day of October, 2022.

Signed:



Title:

Owner / Project Manager

Company Name:

Detail Media & Communications

Form 2 to be submitted.

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: 9:15 AM this 28 day of October, 2022.

Signature:



Bidder's Authorized Official:

Jamie Dallaire

Title:

Owner / Project Manager

Company Name:

Detail Media & Communications

Form 3 to be submitted.

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: Jamie Dallaire Company Name: Detail Media & Communications

Phone Number: 705-262-4960 Email: jamie@detailmedia.ca

I, Jamie Dallaire, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under

Form 4 to be submitted.

**City of Temiskaming Shores
CS-RFP-006-2022 NOMS Digital Media**

List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal must be included in the Proposal documents submitted.

Name	Address	Component
------	---------	-----------

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Dated at: 9:20 AM this 28 day of October, 2022.

Signature:



Bidder's Authorized Official:

Jamie Dallaire

Title:

Owner / Project Manager

Company Name:

Detail Media & Communications

Form 5 to be submitted.

Subject: ONR Land Purchase/Sale

Report No.: CS-045-2022

Agenda Date: December 6, 2022

Attachments

Appendix 01: Agreement of Purchase and Sale of Lots 226-230 Browning Street, Temiskaming Shores (**Please refer to By-Law 2022-169**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-045-2022;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Ontario Northland Transportation Commission to complete the purchase legally described as: PIN 61397-0923 (LT), being Lots 226-230 on Plan M73NB, City of Temiskaming Shores in the amount of \$4,250.00, plus appraisal costs in the amount of \$3,500 plus applicable taxes and legal fees for consideration at the December 6th, 2022 Regular Council meeting;
3. That the above property then be declared as surplus to municipal needs and proceed with the sale of land in accordance with the City's Disposal of Real Property Policy.

Background

Temiskaming Industrial Mining Equipment Limited (TIME Ltd.) has had operations in Haileybury for many years and has expanded its operations to include sites in Sudbury, Timmins, Val d'Or and Saskatoon. The business has all along kept its headquarters in Temiskaming Shores and most of the manufacturing that the company performs is done in the Haileybury shop.

TIME Ltd. wishes to expand their existing operation in Haileybury again and does not have sufficient land available to fit the expansion on their existing property.

Analysis

In 2018 Time Ltd approached the Economic Development Officer to request the purchase of land from the Ontario Northland Railway through the municipality. The process to purchase land from any government agency requires that the land is deemed surplus by the Provincial Corporation and then advertised on the Ontario Realty Circulation Portal. The postings are for 6 months and only municipalities and specific province wide not for profit

corporations are able to bid on the properties. Due to these provisions, ONR could not directly sell this property to TIME Ltd.

In effort to assist TIME Ltd, the City submitted an Expression of Interest through the Ontario Realty Circulation Portal in 2018 for the purchase of this parcel.

Once the circulation period closed ONR proceeded with an RFQ for contracted appraisal services.

Chris Dietrich of Veracity Real Estate Solutions was contracted by ONR to conduct the appraisal at a cost of \$3,500 plus applicable taxes.

The appraisal was received in September 2022. The market value of the subject land is appraised at \$4,250.00.

TIME Ltd has agreed to the purchase price as appraised and cover any and all costs associated with this Purchase and Sale including the appraisal, land transfer tax and legal fees.

Following the purchase of land, the property will need to be declared as surplus to municipal needs and the disposal of land process including public consultations will be held in the New Year.

Consultation / Communication

- Administrative Report CGP-005-2019 Ontario Northland Land Purchase
- Consultation with City Manager / Director of Corporate Services throughout the process.
- Temiskaming Shores Development Corporation

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 ☐

TIME Ltd has agreed to cover all costs associated with this Purchase and Sale. There will be no impact to the City's 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 Zubycck
Director of Corporate
Services

Amy Vickery
City Manager

Subject: Harris Fire Protection Agreement

Report No.:

005-2022-PPP

Agenda Date:

December 6, 2022

Attachments

Appendix 01 Draft fire Protection Agreement (**Please refer to By-Law 2022-170**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report 005-2022-PPP; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Township of Harris for the provision of Fire Protection Services for consideration at the December 6, 2022 Regular Council meeting

Background

On December 31, 2022 the current agreement with the Township of Harris for the provision of Fire Protection Services is set to expire. A meeting was held with a representative of the Township of Harris to discuss entering into a new agreement.

Analysis

With the City's current fire suppression agreement with the Township of Harris being set to expire on December 31, 2022, a meeting with representatives from the Township Harris and the City of Temiskaming Shores was held on September 26, 2022 to discuss entering into a new agreement for fire protection services. Representatives attending the meeting included:

- Steve Langford, Fire Chief – Temiskaming Shores
- Anita Herd, Clerk Treasurer – Township of Harris

At this meeting, renewal of the current Fire Protection Agreement was discussed including a fee proposal, based on full fire protection services, with a base rate for 2022 of \$52,024.43 plus HST and in 2023 indexed by CPI and in each of the following years as set out in Appendix 04 of the By-law

Mrs. Herd advised that the agreement renewal and fee structure would be discussed at the next Regular Council meeting to be held on October 11th, 2022.

At the October 11, 2022 Regular Council meeting, Harris Council passed a Resolution agreeing to a five-year agreement for complete fire protection services from the City of Temiskaming Shores, continuing with annual fee increase equal to the Consumer Price Index.

Relevant Policy / Legislation / City By-Law

- Expiring By-Law No. 2017-107, Fire Protection Agreement with The Corporation of the Township of Harris.

Financial / Staffing Implications

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

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

Financial implications include all costs for the provision of fire protection services to the Township of Harris that would be included in the City's annual operating budgets for the period of 2023 - 2027.

Staffing implications related to the provision of fire protection services during the current agreement include regular administrative functions, fire prevention and public education functions and emergency response duties.

Emergency Response history (response activities/inspections per year)

2018 (3), 2019 (2), 2020 (4), 2021 (2), 2022 (4).

Inspection history – 2018 (1), 2019 (1), 2020 (4), 2021 (6), 2022 (2).

Alternatives

Other alternatives include providing fire suppression services only, or not entering into any agreement for fire protection services.

Submission

Prepared by:



Steve Langford
Fire Chief

Reviewed and submitted for Council's
consideration by:

"Original signed by"

Amy Vickery
City Manager

Subject: Community Fridge MoU

Report No.:

RS-019-2022

Agenda Date:

December 6, 2022

Attachments

Appendix 01: Memorandum of Understanding (**Please refer to By-Law 2022-171**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-019-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into a Memorandum of Understanding with the Community Food Action Network and the Temiskaming Shores Public Library for the purpose of operating a Community Fridge Program, for consideration at the December 6, 2022 Regular Council meeting.

Background

The City of Temiskaming Shores offers programming through the Recreation department to increase the quality of life for our citizens. This is delivered through the “Age-Friendly” and “Healthy Kids” programs. Our Age Friendly Coordinator is tasked with delivering programs which meet the needs of our citizens through these two umbrellas.

As part of a broader goal of increasing the overall health and well-being of citizens in our community we routinely run programs that look to improve people’s nutrition.

Community fridges act as a grassroots response to food insecurity and fill a need in our community not filled by local food banks. Community fridges offer a space where fresh fruits and vegetables and other foods requiring refrigeration can be made available to the community at no cost.

Community fridge programs have been implemented in various other Ontario municipalities including, Ottawa, Burlington, Innisfil, Collingwood and Barrie in addition to various other places around Canada and the world.

In conjunction with community volunteers and the Temiskaming Shores Public Library, a tri-party partnership was negotiated to bring a community fridge to the City. Our community volunteer partners have formed an organization called the Community Food Action Network and are represented in the agreement by the Temiskaming Health Unit.

Other parties to the agreement are the City of Temiskaming Shores and the Temiskaming Shores Public Library.

Analysis

City staff have been working with community volunteers and other partners, to ensure the program can be successful and sustainable.

The Temiskaming Shores Public Library was chosen as a central location for the fridge as the building is owned by the City, open to the public 7 days-a-week, and offers services to the public at no cost.

The agreement would see the program begin on a 6-month trial basis with an evaluation to be conducted by the conclusion of the trial period. The City owns the fridge and will register the fridge as a food premise location with the Temiskaming Health Unit. The City will be responsible for the small increase to utility costs and additional garbage removal if necessary.

The Community Food Action Network will oversee the day-to-day operation of the program supported by the Age Friendly Coordinator. That includes coordinating food donations with local businesses and community members.

A full outline of the roles and responsibilities for all parties is included in Appendix 1 of the proposed MoU.

The Temiskaming Shores Public Library supported the program at their September 28, 2022 regular meeting with the following motion:

Motion #2022-58

Moved by: Joyce Elson

Seconded by: Sarah Bahm

Be it resolved that the Temiskaming Shores Public Library Board implement the MOU b/w CFA, Library and City of Temiskaming Shores, on a six month basis.

Carried.

The Donation of Food Act ensures that there is no legal liability to people who donate food to others as long as the food is not unfit for consumption and not intended to cause harm. This program, and others like it, are covered by this law and steps are outlined in the agreement to ensure that it covers this program.

This initiative will ultimately help the City to meet its goals within the Healthy Kids program and the Age Friendly program by providing a mechanism for residents to access healthy food for free they otherwise would not receive.

Relevant Policy / Legislation / City By-Law

- Donation of Food Act, 1994, S.O. 1994, c. 19

Consultation / Communication

- Consultation with the Age Friendly Community Committee
- Consultation with the Temiskaming Shores Public Library
- Consultation with the Temiskaming Health Unit

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 ☒

Community Fridge program was considered within the 2021 Recreation operating budget with funds approved for the purchase of the fridge. Other costs for operation of this program such as additional garbage collection will be done as part of regular duties of staff.

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 agreement. Depending on where food donations are sourced from there may be positive climate impacts should food that otherwise would be thrown out is consumed through the program.

Alternatives

1. Council could direct staff to negotiate other provisions for this MOU.
2. Council could direct staff to cancel the Community Fridge Program.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Subject: Greenhouse Gas Emissions
Inventory

Report No.: RS-020-2022

Agenda Date: December 6, 2022

Attachments

Appendix 01: Greenhouse Gas Emissions Inventory Data

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-020-2022 – Green House Gas Emissions Inventory for information purposes.

Background

The City of Temiskaming Shores joined the Partners for Climate Protection (PCP) program in 2018. The PCP program is organized by ICLEI – Local Governments for Sustainability (ICLEI Canada) and the Federation of Canadian Municipalities (FCM). Together they developed a 5-milestone framework to help municipalities reduce the greenhouse gas emissions they produce. The 5 milestones are as follows:

- Milestone 1: Create a baseline emission inventory and business-as-usual forecast
- Milestone 2: Set emission reduction targets
- Milestone 3: Develop a local climate action plan
- Milestone 4: Implement a local climate action plan
- Milestone 5: Monitor and report results

This program helps municipalities reach ambitious goals that align with the Intergovernmental Panel on Climate Change's (IPCC) scientific targets. The program is user friendly and offers many resources and tools to members at no cost. Through the program, municipalities get access to expert advice and guidance, the PCP hub which is an online network of over 500 other member municipalities, and the PCP Milestone Tool, which is a resource to assist in quantifying, monitoring, and measuring GHG emissions in both the corporate and community sectors. Overall, the PCP program is a free resource that simplifies and encourages climate action from Canadian municipalities.

The City hired VIP Energy to assist with the completion of the first 3 milestones within the PCP program in 2019. They completed their report in August 2019, after which a community consultation period was held in 2020 to allow residents an opportunity to provide their opinions on the reduction targets that were established. The collective reaction from the public was that the targets were not ambitious enough and that the greenhouse gas reduction plan should be further revised to reflect the targets of other municipalities who are more in line with the federal goals of net-zero by 2050.

The City created an Ad-Hoc Climate Change Committee, comprised of public appointees, council, and staff. This committee would help to revise the greenhouse gas reduction plan and set reduction targets. This committee has since become a standing committee of council.

One of the Climate Change Committee's first goals was the development of a new baseline greenhouse gas emissions inventory to satisfy milestone 1 within the program. The greenhouse gas inventory sets the foundation for the remainder of the PCP program as it provides the municipality with a baseline which can be used to monitor and track progress moving forward.

On November 2nd, 2022, the PCP program awarded milestone 1 to the City of Temiskaming Shores for successful completion of a GHG inventory and business-as-usual forecast compliant with their protocol. The data sources, assumptions, and calculations used in this new inventory are now explained in full in an additional supporting document that will act as a tool to staff as they analyze, review, and recreate this inventory in the future.

Analysis

The corporate inventory is a subset of the greater community inventory. It looks at all emissions produced by City operations. In 2019, corporate operations produced an estimated 1,956 tCO₂e. From the City's operations, the fleet produces the most GHG emissions, making up 49.9% of the total corporate inventory. The fleet includes gasoline, clear diesel, dyed diesel and propane use in transit buses, on-road vehicles, and off-road equipment. Buildings are the next largest source of emissions in the corporate inventory, making up 41.6%. The use of natural gas significantly increases GHG emissions in comparison to electricity use, which is why there are such high emissions from this sector. This data shows which buildings produced the most emissions and which were the most energy intensive. Water facilities make up 8.1% of the corporate inventory. With the relatively low-carbon electricity grid in Ontario, the City's water facilities produce lower emissions in comparison to the other fossil fuel dependent sectors. Finally, streetlights

make up about 0.5% of the total corporate GHG emissions. Prior retrofits to streetlighting have helped to significantly reduce the emissions from this sector. This data was separated into different lighting categories: decorative, streetlights, traffic signs and other.

The community inventory includes most emissions produced within the municipal boundary. In 2019, the community produced 103,744 tCO₂e. Residential energy use makes up 19.0% of total community emissions. Commercial energy use makes up 14.2% and industrial energy use makes up 3.8%. These sub-sectors consider electricity, natural gas, and propane usage. The community inventory also includes on-road transportation, and this sector makes up the majority of emissions at 54.3%. With the data that was available to the City the best approach, which followed the PCP protocol, was to use industry data on local fuel sales to estimate emissions. The solid waste sector makes up 8.7% of community emissions. This was calculated by using an estimate of solid waste weight in tonnes and national waste composition standard values. The City of Temiskaming Shores does not collect separate data on corporate solid waste, so this sector was only included in the community inventory.

The corporate and community inventories will be important tools to utilize as the City continues through the PCP program. The next steps are to set GHG reduction targets and develop a GHG reduction plan. Using the baseline inventory to understand where the City's emissions are currently will help Council to set goals that align with federal targets while still being achievable in a set timeframe. Deeper analysis into different reduction programs will help to map out a pathway to reaching those targets and will be important to include in the future greenhouse gas reduction plan. Looking at corporate programs such as electrifying the fleet or retrofitting City buildings will play an important role in reducing corporate GHG emissions from the baseline. Incentive programs, green building standards and sustainable development will be crucial to reducing emissions from the community inventory. Including these potential actions and their reductions from the 2019 baseline will greatly strengthen the quality of the revised GHG reduction plan.

The baseline inventory will also be used as a tool to monitor and track progress into the future. These inventories are the starting point, that will be referred to and compared against throughout the City's climate action journey. It is recommended that new inventories be created every few years to track the City's progress towards their climate goals. With all calculations, methodologies, data sources and assumptions accurately recorded from the creation of this 2019 baseline inventory in a separate guide document, this process can be easily repeated in the future. Having this milestone completed and approved is a major step towards effective climate action in the City of Temiskaming Shores.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Resolution No. 2018-003
- City of Temiskaming Shores Greenhouse Gas Reduction Plan (2019)
- By-Law no. 21-111 ToR Climate Change Committee
- Canadian Net-Zero Emissions Accountability Act (S.C. 2021, c. 22)

Consultation / Communication

- Consultation with City Manager throughout the project
- Consultation with the Climate Change Committee
- Communication with Adlar Gross, Partners for Climate Protection Program

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed for Council's
consideration by:

Reviewed and submitted
for Council's
consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Abbigail Shillinglaw
Energy & Climate
Change Coordinator

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Appendix 01

GREENHOUSE GAS EMISSIONS INVENTORY DATA

2019 Corporate Inventory

Table 1: Corporate GHG Emissions and Energy Consumption by Sector

Sector	GHG Emissions (tCO ₂ e/year)	Energy Consumption (GJ/year)
Fleet	976	13,969
Buildings	813	23,070
Water	158	12,217
Streetlights	9	1,100
Total	1,956	50,356

Figure 1: Corporate GHG Emissions by Sector

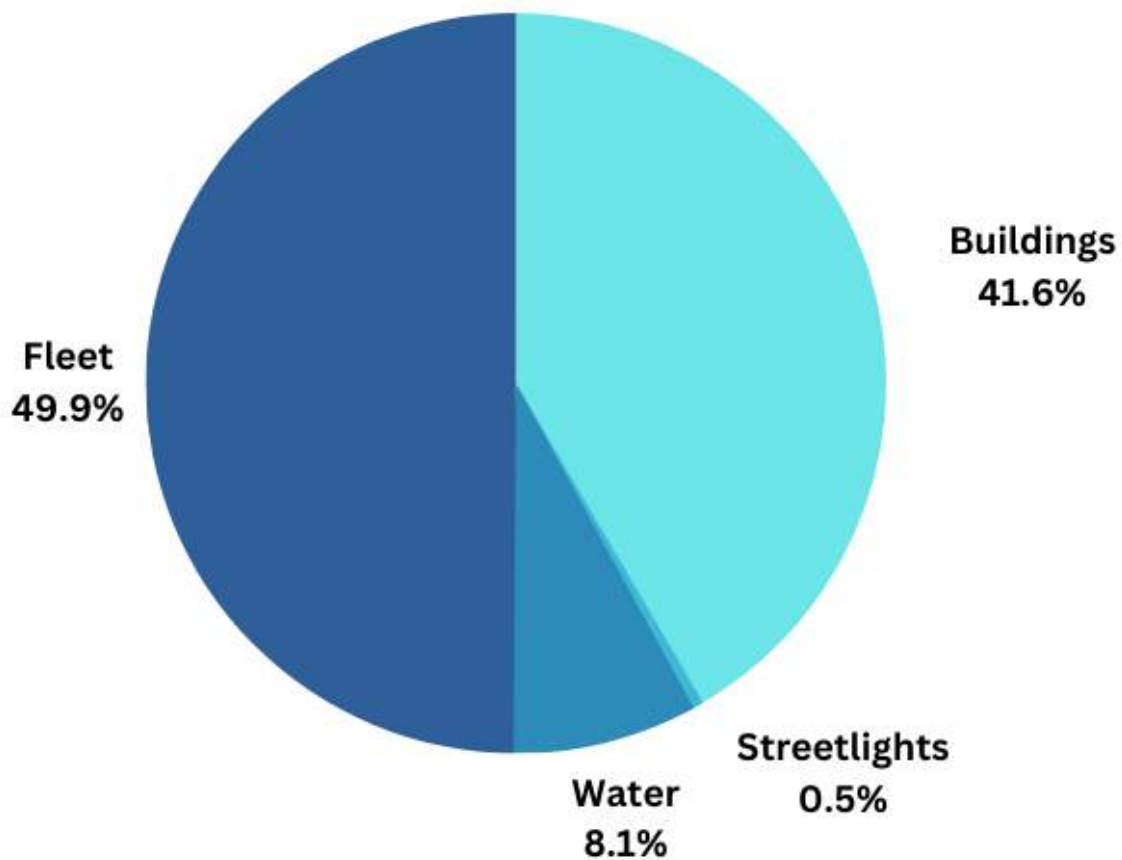
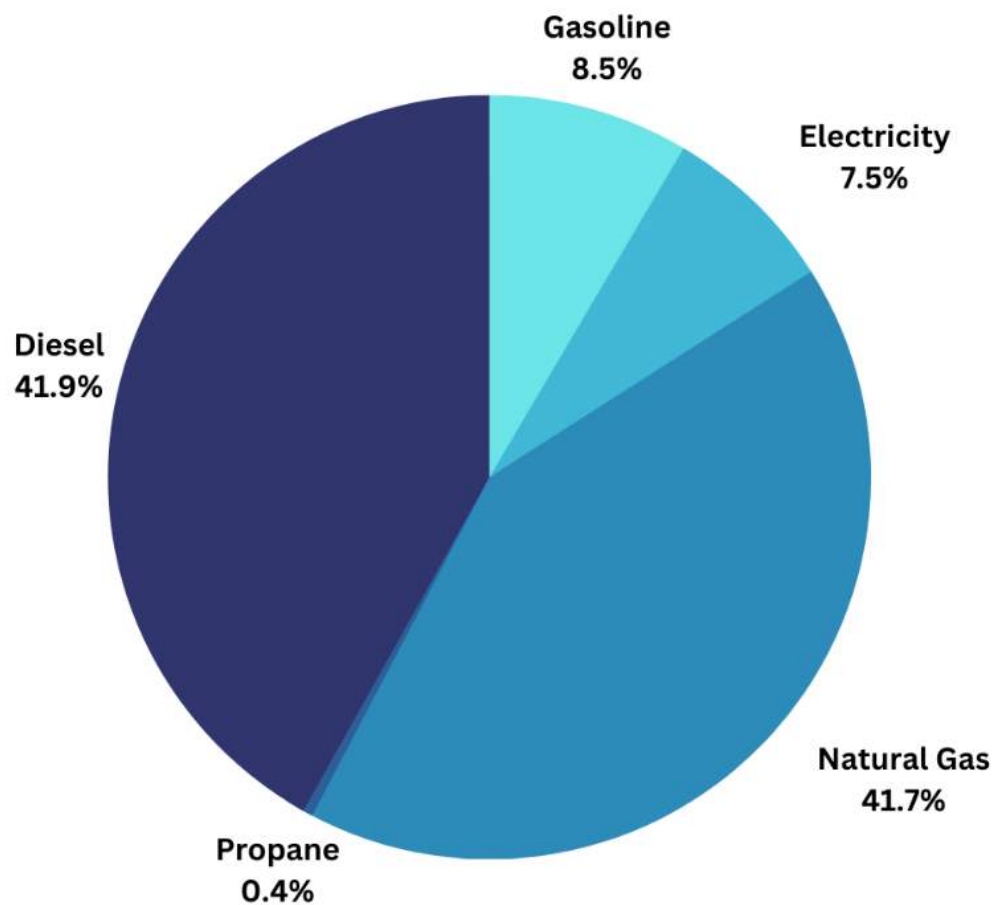


Table 2: Corporate GHG Emissions and Energy Consumption by Energy Source

Energy Source	GHG Emissions (tCO ₂ e/year)	Energy Consumption (GJ/year)
Electricity	143	19,980
Natural gas	800	16,407
Diesel	803	11,366
Propane	8	140
Gasoline	163	2,463

Figure 2: Corporate GHG Emissions by Energy Source



2019 Community Inventory

Table 3: Community GHG Emissions and Energy Consumption by Sector

Sector	GHG Emissions (tCO₂e/year)	Energy Consumption (GJ/year)
Residential Energy	19,683	519,523
Commercial Energy	14,769	457,375
Industrial Energy	3,928	201,380
On-road Transportation	56,324	850,262
Solid Waste	9,040	0
Total	103,744	2,028,540

Figure 3: Community GHG Emissions by Sector

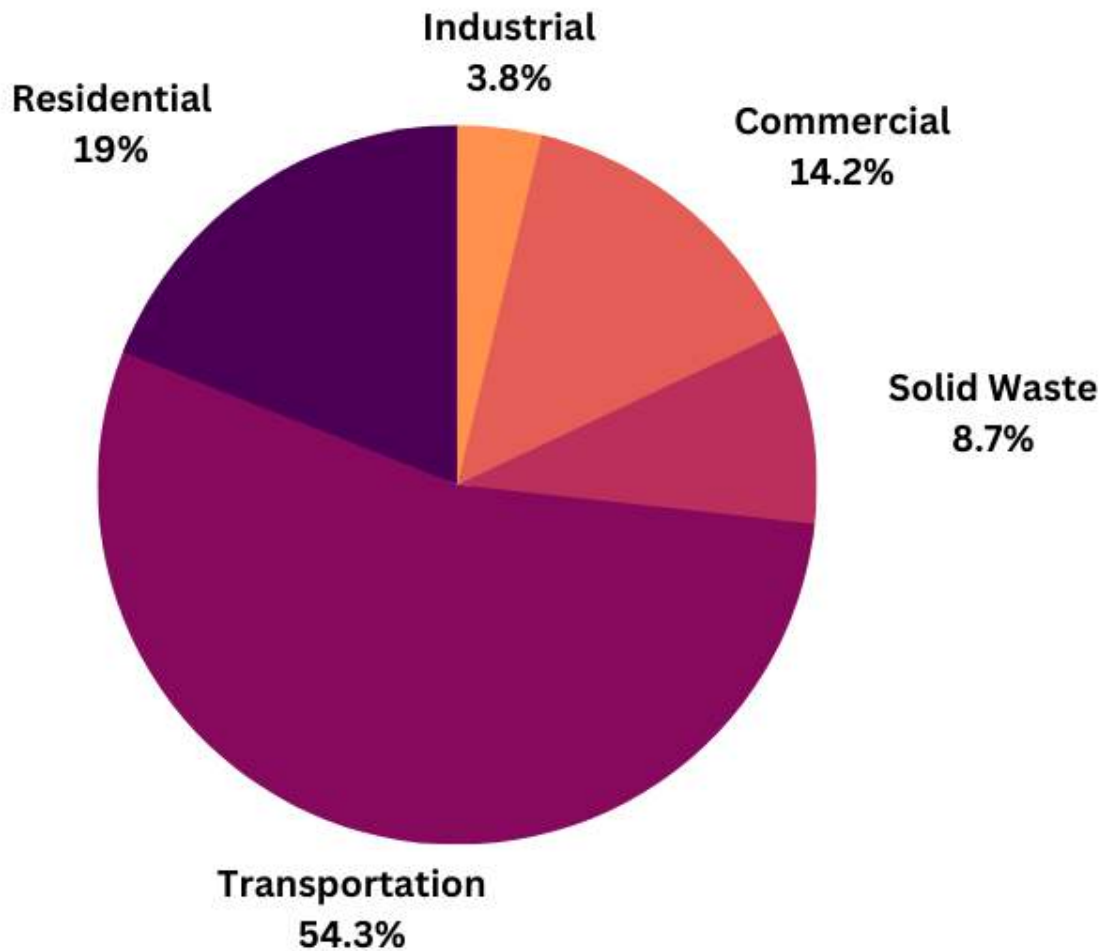
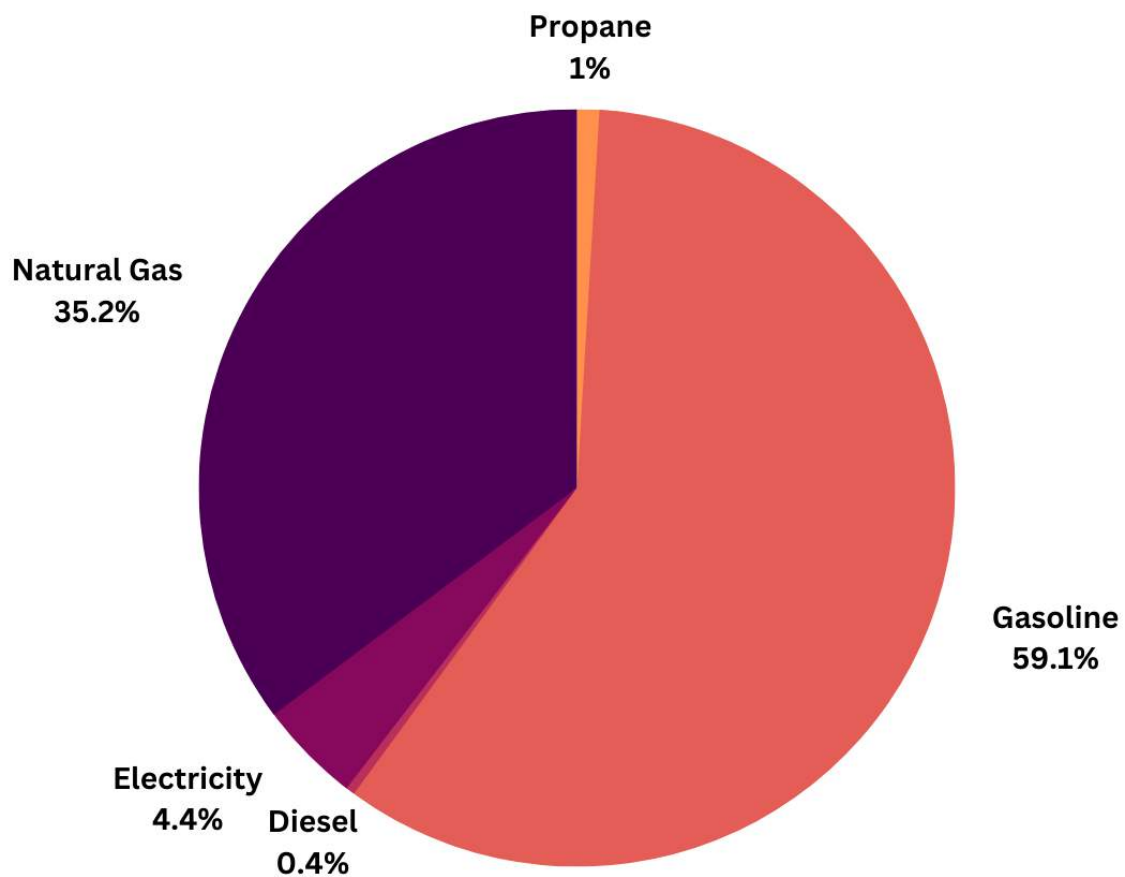


Table 4: Community GHG Emissions and Energy Consumption by Energy Source

Energy Source	GHG Emissions (tCO ₂ e/year)	Energy Consumption (GJ/year)
Gasoline	55,958.05	845,158
Diesel	366.27	5,104
Propane	900	14,735
Electricity	4,138	488,963
Natural gas	33,339	674,580

Figure 4: Community GHG Emissions by Energy Source



**Subject: Bucke Park Chalet Floor Repair
Award**

Report No.: RS-021-2022

Agenda Date: December 6, 2022

Attachments

- Appendix 01:** RS-RFQ-008-2022 Bid Results
- Appendix 02:** Pedersen Construction (2013) Inc. Submission
- Appendix 03:** Pedersen Construction (2013) Inc. Quotation: Chalet Drainage
- Appendix 04:** Draft Agreement (**Please refer to By-law No. 2022-172**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-021-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Bucke Park Chalet Floor and chalet drainage in the amount of \$62,540, plus applicable taxes, for consideration at the December 6, 2022 Regular Council meeting.

Background

The City, through a contractor, operates Bucke Park as a campground and entrance to the Devil's Rock Trail system. Bucke Park includes a large chalet at the entrance of the park. One end of the chalet is built upon a poured concrete slab which houses public washrooms and showers. The other end of the building has been used as a kitchen, meeting area, and store in the past.

The portion of the chalet not used for the washrooms or showers has been off-limits to the public and the City's contractor due to a failure of the wooden floor joists.

After thorough consultation with a structural engineer, the City's Chief Building Officer, the park operator, and the Building Maintenance Committee, it was recommended at the September 22, 2022 meeting of the Building Maintenance Committee that the City put together a procurement to replace the failed wooden floor with a new concrete floor.

Recommendation BM-2022-027

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee recommends a request for proposal for the Bucke Park Flooring Replacement is released with a completion date of this year.

CARRIED

Request for quotation RFQ-006-2022 Bucke Park Chalet Repair was released on the City's website and BidDingo on September 23, 2022 with a bid deadline of October 18, 2022.

The city received no bids for the project at the closing deadline. Staff reissued the RFQ (RS-RFQ-008-2022) on October 25, 2022 with a new closing deadline of November 17, 2022.

Analysis

Two submissions were received in response to RS-RFQ-008-2022 by the closing date of November 17, 2022 at 2:00pm.

The submissions received are listed below and summarized in Appendix 01:

Pedersen Construction (2013) Inc. - \$57,380

Quinan Construction Ltd. - \$155,000

The submissions were reviewed and evaluated in accordance with the requirements of the RFQ. No issues with the bids were noted by staff. In addition to the work within the scope of RS-RFQ-008-2022, staff noted that drainage on the west side of the chalet should be addressed at the time of construction. Staff submitted a request to Pedersen Construction to submit a quotation to install a 33m long weeping tile on the west side of the chalet to empty into the ditch north of the chalet. The weeping tile will help alleviate issues with spring runoff in the area around the building.

Pedersen Construction provided a quotation (Appendix 03) in the amount of \$5,160 to complete this additional work. Since this additional work would be done while Pedersen Construction are mobilized to the site and because they have extensive experience with this type of work staff believe adding this to the scope of work provides the best value to the City.

For these reasons, staff are recommending that the City award RS-RFQ-008-2022 and the provided quotation (Appendix 03) for additional work with a total cost of \$62,540 plus HST.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy
- By-Law No. 2022-088, Recreation Master Plan

Consultation / Communication

- Consultation- with City Manager throughout the project
- Consultation with the Building Maintenance Committee

Financial / Staffing Implications

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

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

During deliberation at the Building Maintenance Committee it was proposed to pay for these repairs through savings within the 2022 operations budget realized by the deferral of the Little Claybelt Museum project. Alternatively, it was recommended that should the repairs take place in 2023 that the funding required to pay for the project be included in the 2023 capital budget. In discussion with the proposed contractor, this work would take place in 2023 and would need to be included in the 2023 Capital Budget.

Climate Considerations

Based on the use of the Clean Air Partnership Climate Lens this procurement has considered the impact of increased precipitation events and improved over the base case. By including the additional work outlined in Appendix 03, the Bucke Park Chalet will decrease the impact of increased participation due to climate change. This procurement is expected to have a negligible impact on greenhouse gas emissions and exposure to temperature related increases.

Alternatives

Council could direct staff to cancel RS-RFQ-008-2022 and pursue alternative options for the repair of this asset.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

Original signed by

Original signed by

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Document Title: **RS-RFQ-006-2022: Bucke Park Chalet**

Closing Date: **Thursday, November 17, 2022**

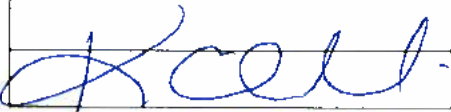
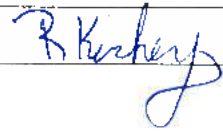
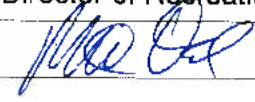
Closing Time: **2:00 p.m.**

Department: **Recreation**

Opening Time: **2:45 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 4000**

City of Temiskaming Shores:

Kelly Conlin, Clerk 	Rebecca Kirkey, Deputy Clerk 	Mathew Bahm Director of Recreation 
--	--	--

Others (teleconference):

Alex Loree-Quinn Construction Ltd.	

Submission Pricing

Bidder: Quinan Construction Ltd.

Description	Amount
Lump Sum Price (exclusive of HST)	\$ 155,000

Bidder: Pedersen Construction Ltd.

Description	Amount
Lump Sum Price (exclusive of HST)	\$ 57,380.00

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

**City of Temiskaming Shores
RS-RFQ-008-2022
Bucke Park Chalet Repair****Form of Quotation**

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Pedersen Construction (2013) Inc.
(Registered Company Name/Individuals Name)Of, 177246 Bedard Rd. New Liskeard, ON P0J 1P0
(Registered Address and Postal Code)Phone Number: 705-647-6223 Email: kpedersen@pedersenconstruction.ca

We/I, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

Lump Sum Price: \$ 57,380.00 .00Estimated Dates of
Construction: April / May 2023**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 0 to 0 in preparing my/our Quotation.

Bidder's Authorized Official: Karl PedersenTitle: PresidentAuthorizing Signature: Date: November 17, 2023**Form 1 to be submitted.**

**City of Temiskaming Shores
RS-RFQ-008-2022
Bucke Park Chalet Repair**

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Quotation submission or performing/providing the Goods/Services required by the Agreement.


☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this Quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: New Liskeard this 17th day of November, 2022.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFQ-008-2022
Bucke Park Chalet Repair**

Non-Collusion Affidavit

I/ We Karl Pedersen the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: New Liskeard this 17th day of November, 2022.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 2 to be submitted.



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

November 25, 2022

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

Attention: Mr. Matt Bahm, Director of Recreation

Tel: 705-672-3363

E-mail: mbahm@temiskamingshores.ca

Dear Sir,

Quotation: Bucke Park Floor Repair

Additional Work – Excavation, Geotextile, Weeping Tile & Granular Backfill

We hereby quote the following as per e-mail with sketch received on November 24, 2022.

- 1) Mobilize equipment
- 2) Excavate 33 meter long X 0.6m deep x 1.5m wide drainage trench.
- 3) Supply and install Terrafix 360 or equal geotextile to line the drainage trench.
- 4) Supply and install 33 meters of 100mm dia. perforated weeping tile c/w filter sock from the Southwest corner of the chalet to the existing drainage ditch North of the chalet.
- 5) Supply and place 600mm of clear stone to backfill the drainage trench.
- 6) Demobilize equipment.

Lump Sum = \$5,160.00

Notes:

- (1) HST Extra.
- (2) Locates by owner.
- (3) Please issue a purchase order to proceed.

Yours truly,

Karl Pedersen
President

Subject: Rebecca Street Park Donation

Report No.: RS-022-2022

Agenda Date: December 6, 2022

Attachments

Appendix 01: Smart Play Motion Equipment Specifications

Appendix 02: ABC Recreation Quote: 022Q2141-01

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-022-2022;
2. That Council approve the reallocation of funds in the 2022 Capital Budget from the PFC Roof Replacement Project in the amount of \$6,046 to the Rebecca Street Park project; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with ABC Recreation for the purchase of playground equipment for the Rebecca Street Park in the amount of \$25,595.20 plus applicable taxes, for consideration at the December 6, 2022, Regular Council meeting.

Background

Rebecca Street Park is located at 233 Rebecca St in the community of New Liskeard. The park is approximately 0.35 acres in size and is considered a neighbourhood park as per the classification system within the Recreation Master Plan. The park currently has the following amenities:

- 1 – Sets of swings (total of 2)
- 1 – Picnic table
- 1 – Garbage receptacle.

A local resident approached the City of Temiskaming Shores in the spring of 2022 about providing a donation to support the installation of playground equipment at the park. After discussing the proposed donation and going over some options, the donor requested that the City purchase and install a Smart Play Motion set of playground equipment.

At the May 3, 2022 Regular Meeting of Council, the donor and the City entered into a funding agreement in the amount of \$20,000 towards this purchase through By-law 2022-084. The City agreed to install the equipment by August 31, 2023. The City also agreed that the remaining costs of the purchase would be covered by either other donors, funding agencies, capital project savings realized in 2022 or the 2023 capital budget.

Analysis

Construction on the PFC Roof Replacement Project recently wrapped up with the contractor demobilizing and submitting their final invoices.

The project had an approved total budget of \$1,072,000 with approximately \$29,000 in contingency funds included within that budget figure.

There have been no change orders issued throughout the project and none are expected to arise now that the project has been concluded. As such, the entire contingency fund remains unspent.

To ensure the City meets its obligations within the funding agreement of By-law 2022-084 it is recommended that unspent funds from the PFC Roof Replacement Project be reallocated to the Rebecca Street Park Project.

Staff are concerned that pricing of this play structure will rise further between December 2022 and the date the 2023 draft budget is approved by Council. Further, the City has adequate covered space to store this equipment over the winter and want to ensure there are no supply related delays that may occur if the equipment is ordered in the spring.

Relevant Policy / Legislation / City By-Law

- Recreation Master Plan

Consultation / Communication

- Consultation with City Manager throughout the project

Financial / Staffing Implications

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

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

The total cost of this project is estimated to be \$30,000 including the cost of the equipment and required site work. The City's share of this is approximately \$10,000 of which the equipment costs will be covered by the reallocation of funds being recommended within this report. The remaining costs will entail cribbing for the sand base and the sand itself. Installation will be completed by Recreation staff within their regular duties. Additional costs will be covered through the 2023 operations budget.

Climate Considerations

Based on the use of the Clean Air Partnership Climate Lens this purchase has considered the impact of rising temperatures and improved over the base case. By including the provision of some shade over the main play structure, this equipment will provide the opportunity for additional use during times of increased temperature. Further, by offering recreation opportunities within walking and cycling distance from where people live, we can decrease the number of trips taken by emission producing modes of transportation.

Alternatives

Council could direct staff to renegotiate the funding agreement with the donor.

Council could direct staff to allocate the necessary funds for this purchase within the 2023 capital budget.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

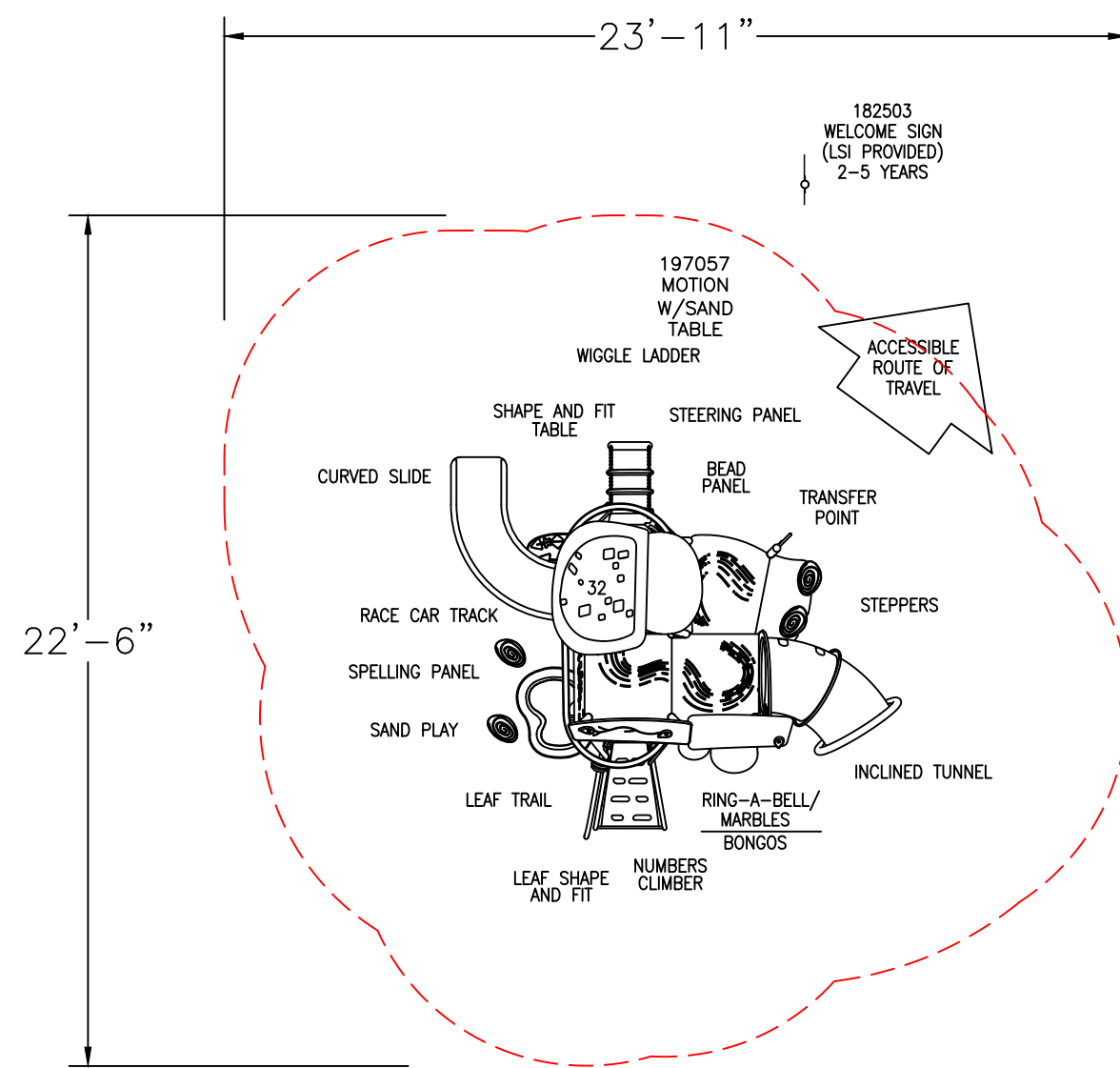
Smart Play® Motion



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular Proprioception Tactile Visual Auditory	Agility, Balance, Coordination, Flexibility, Fine Motor, Eye-Hand Coordination, Motor Planning, Core, Upper & Lower Body Strength	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Smart Play® Motion has 16 interactive activities addressing developmentally-appropriate skills these include the Inclined Tunnel, Leaf Shape-and-Fit, Wiggle Ladder, Slide, Shape-and-Fit Table, Leaf Trail, Race Car/Roller Track, Numbers Climber, Ring-a-Bell, Marbles, Bongo Panel, Bead Panel, Steering Wheel, Steppers, Alphabet Panel and a Play Table with Seats.

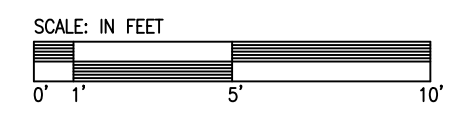
It will keep children ages 2-5 years old engaged for hours as they explore through play, developing their body, mind and social skills.



Smart Play®
(2-5 years)

Max Fall Height: 32 inches
TOTAL SQUARE FOOTAGE
403 SQ.FT.

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	9	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	3	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



Design
3923

Landscape
Structures

SYSTEM TYPE:
Smart Play

DRAWING #:
3923



**IPEMA
CERTIFIED**
ASTM
F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-5 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

DESIGNED BY:

COPYRIGHT: 1/14/19
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials



QUOTATION

Date: Nov 4, 2022
Quote #: 022Q2141-01
Project #: 25537

Quoted To: Matt Bahm
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury, Ontario P0J 1K0
Canada

Phone: 705-672-3363 x
Mobile: 705-672 - 3363,4106
Email: mbahm@temiskamingshores.ca

Project: Smart Play Motion

We are pleased to submit the following quotation for LSI Playground Equipment

Qty	Model #	Description	Extended Price
1	197057C	Smart Play Motion w/Play Table Direct Bury	\$24,480.00
Shipping			\$1,115.20
SubTotal			\$25,595.20
HST			\$3,327.38
Total			\$28,922.58

This quotation will remain in effect for 30 days unless withdrawn earlier by ABC Recreation Ltd by notice to you.

Estimated Delivery (from Receipt of all Approved Submittals): TBD

Conditions for Playground Equipment Supply & Delivery Only:

Site Prep/Borders: Not Included Installation: Not Included Surfacing: Not Included
Maintenance Kit: Included with Structures Only.

The above items are shipped UNASSEMBLED. Ship to address provided at time of ordering MUST be set up to receive delivery by tractor trailer truck (ie: dock, forklift). Necessary equipment and manpower for off loading is the customer's responsibility. The Transport Company will provide a ½ Hour allowance to complete offloading. Should offloading require more time, rerouting, or alternative vehicle (ie: truck with Liftgate), ADDITIONAL CHARGES WILL APPLY. Please specify at time of order.

HOLDBACKS will not be accepted.

ABC Recreation Ltd.

Terms of Agreement

Terms available subject to approved credit. Payment by Bank Letter of Credit, Certified Cheque or Credit Card.

Long term Maintenance holdback will not be accepted unless notified prior to quoting.

This quotation will remain in effect for 30 days unless withdrawn earlier by ABC Recreation Ltd. by notice to you. The terms of this quotation supersede the provisions of any conflicting term of your form of purchase order. If you do not have a form of purchase order, please date and sign a copy of this quotation and return it to us.

Thank you for your interest in our products and the opportunity to submit a quotation. If you require additional information, please call toll free 1-800-267-5753.

A.B.C. Recreation Ltd.

Sales Representative
Quote # 022Q2141-01
/nb

To place order, please fill out the form below and return to ABC Recreation Ltd by email.

Above quotation, conditions and terms accepted by:

Company Name

Date

Signature

Print Name, Title

Invoice To:

Ship to/Site Address:

Contact Name & Phone#

Contact Name & Phone#

Delivery Required as Quoted _____ **or** _____

Please advise colour(s) required _____

ABC Recreation Ltd.

PO Box 397 - Paris, ON - N3L 3T5

Subject: Splash Rotary Pad Update

Report No.: RS-023-2022

Agenda Date: December 6, 2022

Attachments

Appendix 01: None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-023-2022 – Rotary Splash Pad Update for information purposes.

Background

At the regular meeting of Council on August 8, 2017, council passed By-law 2017-100, being a by-law to enter into a strategic partnership with the Temiskaming Shores and Area Rotary Club to explore fundraising and building a splash pad within the City of Temiskaming Shores.

Representatives from the City and the Temiskaming Shores Rotary Club reviewed submissions from qualified bidders for the creation and construction of a splash pad in early 2018. At the regular meeting of Council on May 1, 2018, council passed Resolution No. 2018-230 which stated:

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-005-2018; and

That Council approves the selection of CRCS Recreation for the design, supply and installation of a splash pad and directs the Splash Pad Committee to commence design and cost analysis of the project.

Various fundraising initiatives and grant submissions were completed in 2018, 2019 and 2020.

During 2021 budget deliberations, Council approved the Rotary Splash Pad at a cost of \$522,000, including funding components from donors, grantees, the Rotary Club and the City.

At the regular meeting of Council on March 2, 2021, Council received Memo 004-2021-RS which outlined that fundraising for the project had reached \$538,628 and that projected costs for the project were expected to be \$550,000. Council then passed Resolution 2021-106 which stated:

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2021-RS; and

That Council directs the Treasurer to increase the Capital budget for the Rotary Splash Pad Project from \$522,000 to \$550,000.

In February 2021, staff released PW-RFP-003-2021 for the required site preparation for construction of the splash pad. After evaluating the received bids, the project was awarded to Pedersen Construction at the April 6, 2021 regular meeting of council. Site preparation was to be completed in accordance with a geotechnical investigation and report by EXP Services. CRCS Recreation was afforded an opportunity to comment on the recommendations within the EXP Report before PW-RFP-003-2021 was released. Pedersen Construction subsequently completed the necessary construction as outlined within this RFP in May, 2021.

Also in May 2021, CRCS Recreation submitted the order for splash pad equipment with the manufacturer and was to continue preparation for the final construction phase of the project.

CRCS met with City staff in August 2021 and noted that the site prep work was not compatible with the standard footing design for Waterplay splash pads. To move forward with the project, the City engaged with EXP Services and Waterplay to design and stamp a revised footing plan at the City's cost. This new plan was discussed with CRCS in fall 2021 with documentation on the new footing design submitted to CRCS on October 12, 2021.

After repeated requests, CRCS provided updated pricing for the final construction phase of the project in spring 2022 and provided an estimated start date for construction of May 2022.

CRCS subsequently failed to begin construction by the estimated date and were served notice of contract termination on May 24, 2022.

Staff gave an update to City council at their Regular meeting on June 7, 2022. Council provided direction to staff to create and issue a new RFP for the completion of the project.

Due to the pandemic and construction related delays, the City has received multiple extensions of its \$150,000 Ontario Trillium Foundation grant. This grant was originally confirmed in 2019 and extensions were received in 2020 and 2021.

During the creation of the new RFP for the splash pad construction in 2022, staff were able to connect with the City's OTF grant manager and secure another extension to July 28, 2023. The City received notice that this would be the final grant extension received for these funds. Should the splash pad not be completed by this date the City would be required to return the grant to the OTF.

A request-for-proposal for the completion of the splash pad (RS-RFP-005-2022) was released on September 14, 2022 with a submission deadline of October 20, 2022. There were no bids

received for this RFP leaving the City with no contractor lined up to finish the required construction.

Analysis

The current budget for this project has been approved at \$550,000 of which approximately \$550,000 has been received through donations and commitments from various people and organizations.

Expenditures so far on pre-construction, construction and equipment has been \$469,500. This leaves \$80,500 to complete the required construction and commissioning work. Due to the aforementioned delays and recent inflation, staff are expecting that the City will need to increase the total project budget as part of the 2023 Capital Budget.

Further constraining matters is the OTF grant deadline of substantial completion upcoming on July 28, 2023 which, if not completed would force the City to return the \$150,000 grant it had previously received.

Staff believe the best course of action to ensure the project is completed involves splitting the remaining work into pieces and acting as the general contractor to ensure its completion.

The remaining tasks can be split into the following:

- 1) Site work preparation
- 2) Concrete work
- 3) Plumbing work
- 4) Electrical work
- 5) Element installation/commissioning
- 6) Landscaping

The first step would be to release the site preparation and concrete work as a standalone RFP. This is the largest amount of work left to be completed and expected to be the most expensive. Upon award of this portion of the project staff would bring forward further recommendations for the remaining portions of the work. It is expected that remaining tasks would either be completed by local contractors, city staff or a combination of both.

Relevant Policy / Legislation / City By-Law

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

- By-law 2017-100, Strategic Partnership with the Rotary Club of Temiskaming Shores and Area

Financial / Staffing Implications

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

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

The total budget amount for the Splash Pad project is set at \$550,000. It is expected that the remaining items left to complete will push the project over the total budget amount. Once the next stage of procurement is completed, an updated project budget will be set with any budget overruns being proposed for the 2023 Capital Budget.

Alternatives

1. Council could direct staff to re-issue RS-RFP-005-2022
2. Council could direct staff to cancel the construction of the splash pad project

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Matthew Bahm
 Director of Recreation

Amy Vickery
 City Manager

Subject: RFP Award – Contract Transit Services

Report No.: PW-030-2022

Agenda Date: December 6, 2022

Attachments

Appendix 01: PW-RFP-007-2022 Submission Opening Summary

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-030-2022; and
2. That Council hereby awards PW-RFP-007-2022 to 947465 Ontario Ltd. o/a Voyago and directs staff to prepare the necessary by-law to enter into 3-year agreement with 947465 Ontario Ltd. o/a Voyago for the provision of Public Transit Services in the amount of \$783,596.00, plus applicable taxes for year one; with an annual CPI increase being applied for years two and three, for consideration at the December 20, 2022, Regular Council meeting;
3. That Council hereby directs staff to prepare the necessary by-law to enter into a 3-year lease agreement with 947465 Ontario Ltd. o/a Voyago for the use of City-owned Transit Fleet under the contract for consideration at the December 20, 2022, Regular Council meeting; and
4. That Council hereby directs staff to prepare the necessary by-law to enter into a 3-year lease agreement with Bumstead Trucking Ltd. for the use of the premises known as 41 Golding Street, New Liskeard, Ontario in the amount of \$51,000 per year (including utilities and applicable taxes), for consideration at the December 20, 2022, Regular Council meeting.

Background

The current transit contract is set to expire on December 31, 2022. In May of 2022, the current contractor, provided notice to the Transit Committee (“Committee”) outlining appeals for renewal and provided an hourly price increase of 94% for their contract as well as additional provisions not currently reflected in the contract.

The Committee was not prepared to authorize the increase and the Contractor was not prepared to reduce their renewal request. The Committee was able to reduce the hourly rate to a 49% increase, by reducing the total number of transit service hours. However, even with a reduction in hours the Committee was not prepared to increase the costs by

the significant amount considering the additional requests, outside of the current agreement

Negotiations came to an impasse as the City was going through a Municipal Election. With no monetary decisions or pre-commitments to future councils during the Restricted Acts (Lame Duck) period, the Committee directed staff to ask for a three-month extension on the current agreement. This would allow the new members of both Councils and a newly formed Transit Committee to get up to speed, resume negotiations or proceed in a new direction, and have confidence to make an informed decision. Regrettably, the Contractor was not willing to accept an extension request and provided Notice of Non-Renewal, shortly thereafter on September 29th, 2022.

As a result, the outgoing Transit Committee recommending releasing a Request For Proposal outlining a change in scope of services to capture what the Committee saw appropriate, and hopefully garner some competitive bids.

The Committee and Council directed staff to prepare an RFP with an approach to provide for and save costs on facility, fuel and maintenance.

PW-RFP-007-2022, was released October 7th with the closing date of November 17th, 2022.

Analysis

Two (2) submissions were received in response to the RFP. Proposals were reviewed and analysed following the opening. To waive any irregularities or omissions, both proponents were asked post-bid clarification questions to establish an equal evaluation period.

The proposals and post-bid questions were evaluated in accordance with the evaluation criteria set forth in the RFP in Section 16. Evaluations were completed individually by 3 members of Staff, as well as reviewed confidentially by all members of the Transit Committee, who were provided all pertinent information.

Overall Scoring of the two proposals can be seen in the table below:

Company	Staff Member #1	Staff Member #2	Staff Member #3	Fee (excl. HST)
Stock Transportation	Points = 796 Rank = 2	Points = 775 Rank = 2	Points = 712 Rank = 2	\$948,191.96*
Voyago	Points = 856 Rank = 1	Points = 854 Rank = 1	Points = 910 Rank = 1	\$783,596.00
*Includes Facility Cost				

The following items were discussed during the Transit Committee meeting:

- **Bid Price**
 - Voyago was the lowest overall bidder and did provide a higher hourly rate for the item of Transit Operators;
- **Proposal Make-up**
 - Voyago's proposal was well written and clearly understood scope and identified plan for a changeover;
- **Evaluations**
 - Members of staff went through how they scored the evaluations and Transit Committee members were engaged to present their own evaluations;
- **Timelines**
 - Considering the short timeline from the award to required start date of service, Voyago was transparent and indicated they would not be able to guarantee start up until March 1 considering the unknowns of hiring licensed drivers. Stock Transportation was prepared to continue service with a guaranteed start date of January 2.
 - The Committee was willing to proceed with the unknown start with hopes that between the City and Voyago, an alternate or creative solution can be in place to begin January 2.
 - Both the City and Voyago are committed to have no disruptions in service.
- **Lease of Facility**
 - The City, as part of the RFP process, identified a location to house the Transit Operation.

- The City shall lease the facility from the Lessor at a fixed cost outside of a service hour model.
- The reality of housing the operation at City-owned facilities is not practical as the City doesn't have the required space or infrastructure.

Following the lengthy discussion, the Transit Committee made the following recommendation:

Recommendation TC-2022-059

Moved by: Councillor Mark Wilson

Whereas the Transit Committee has reviewed, evaluated, and deliberated an award of RFP: PW-RFP-007-2022, for the provision of Contract Transit Services;

The Temiskaming Transit Committee hereby recommends the RFP for Contract Transit Services be awarded to the company as discussed in Closed Session, and further that;

The Temiskaming Transit Committee hereby directs staff to review the Routes and Schedules of the current Transit Service to establish a more efficient system by evaluating passenger counts and ridership between routes and stops to achieve operational efficiencies in an effort to reduce costs, and further that;

The Temiskaming Transit Committee recommends a review and adoption of an increase to Transit Fares including both the Monthly Passes and Individual Fares.

CARRIED

An award at the December 6th Regular Meeting of Council will allow Voyago to immediately begin the steps to start service in January such as recruitment and hiring staff.

The agreements, including Transit Agreement, Bus Lease Agreement and Facility Lease Agreement shall be prepared for the December 20th Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- 2022 Transit Operating Budget
- By-Law No. 2017-015, Procurement Policy
- Current Transit Contract, By-law 2017-123
- Highway Traffic Act, R.S.O. 1990, c. H.8, as amended

Consultation / Communication

- Ongoing communication with both past and present Councils
- Number of meetings with the Transit Committee
- Consultation with City Manager, and Senior Managers
- Discussions with Public Works Department

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 ☒

This Contract is set to start in 2023 under a new budget year. Therefore, the budget has not been set for 2023 although a forecasted budget was part of the review.

The Committee and staff have discussed and considered appropriate budgeting for this service and will be discussed with Council during the Municipal Budget Process.

There will be an increase in staff's responsibility due to the change of scope and services including more insight into maintenance, fuel and facility costs. There may be additional tasks that Staff will need to accommodate or add to their portfolio while proceeding this way.

As identified in the successful proponent's submission, increased staff time will be required at meetings.

Climate Considerations

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. The review of routes and schedules may help with a decrease of vehicular traffic if the results and recommendations show a decrease in required number of buses.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery
City Manager

Document Title: **PW-RFP-007-2022: Contract Transit Services**

Closing Date: **Thursday, November 17, 2022**

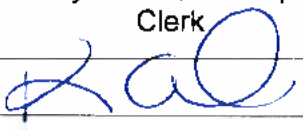
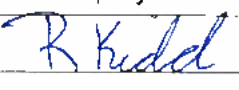

Closing Time: **2:00 p.m.**

Department: **Public Works**

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

Attendees via teleconference: **705-672-2733 Ext. 4000**

City of Temiskaming Shores:

Kelly Conlin, Municipal Clerk 	Becky Kidd Deputy Clerk 	Mitch McCrank Manager of Transportation Services 
--	---	--

Others (teleconference):

Sylvie Lachance-Stock Sason Voyago	Gary Gosselin-Stock	Catherine McBride-Voyago
---------------------------------------	---------------------	--------------------------

Submission Pricing

Bidder: Voyago

Description	Hourly Rate	Est. Hours Annually	Annual cost (Ex. HST)	Total (With HST)
Overall Management	\$10.50	11,305	\$118,702.50	\$134,133.83
Bus Drivers	\$43.10	11,305	\$487,245.50	\$550,587.42
Transit Management	\$43.10	2080	\$89,648.00	\$101,302.24
Cleaning Services	Lump Sum		\$40,000	\$45,200.00
Insurances and other administrative fees	Lump Sum		\$48,000	\$54,240.00
		TOTAL	\$783,596.00	\$885,463.48

Bidder: Stock Transportation

Description	Hourly Rate	Est. Hours Annually	Annual cost (Ex. HST)	Total (With HST)
Overall Management	\$28.24	11,600	\$327,542.42	370,122.93
Bus Drivers	\$35.90	11,600	\$416,472.00	479,613.44
Transit Management	\$16.57	11,600	\$192,177.47	217,160.54
Cleaning Services	Lump Sum		\$12,000	13,560.00
Insurances and other Administrative Fees	Lump Sum			
		TOTAL	\$948,191.96	\$1,071,456.91

The Corporation of the City of Temiskaming Shores

By-law No. 2022-169

**Being a by-law to authorize the Purchase of Land from
the Ontario Northland Transportation Commission,
being being Lots 226-230 on Plan M73NB**

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

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

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

And whereas Council considered Administrative Report No. CS-045-2022 at the December 6, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with the Ontario Northland Transportation Commission as the vendor and the City of Temiskaming Shores as the purchaser for being Lots 226-230 on Plan M73NB for consideration at the December 6, 2022, Regular Council meeting.

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

1. That Council authorizes the entering into an Agreement of Purchase and Sale between the Ontario Northland Transportation Commission as the vendor and the City of Temiskaming Shores as the purchaser, in the form annexed hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to acquire lands legally described as: being Lots 226-230 on Plan M73NB, Bucke Township in the District of Timiskaming in the amount of \$4,250.00 and other such considerations outlined in the said agreement.
3. That Council affirms that the Mayor and Clerk are authorized to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and all other documentation necessary to complete the transaction.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

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

Mayor

Clerk



Schedule “A” to

By-Law 2022-169

Agreement of Purchase and Sale

Between

**Buyer, City of Temiskaming Shores and
Seller, Ontario Northland Transportation Commission**

For Browning Street, Temiskaming Shores, Ontario
Legal Description: PIN 61397-0923 (LT), being Lots 226-230 on Plan M73NB

Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this 4th day of November 2022.

BUYER, THE CORPORATION OF THE CITY OF TEMISKAMING SHORES, agrees to purchase from
SELLER, ONTARIO NORTHLAND TRANSPORTATION COMMISSION on the terms and conditions
contained in this Agreement, the following:

REAL PROPERTY:

Address: Browning Street, Temiskaming Shores, Ontario

Legal Description: PIN 61397-0923 (LT), being Lots 226-230 on Plan M73NB, Geographic Township of Bucke, now the City of Temiskaming Shores, District of Timiskaming (the "**Property**").

PURCHASE PRICE: Four Thousand Two Hundred Fifty Dollars-----00/100 (CDN\$) \$4,250.00

The Buyer shall pay the purchase price, subject to adjustments, to the Seller on the Completion Date, with funds in the form of a bank draft, certified cheque or wire transfer.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by the buyer until 5 p.m. on the 6th day of January, 2023, after which time, if not accepted, this Offer shall be null and void.

2. **CONFIDENTIALITY:**

The Buyer shall not disclose or share any information provided by the Seller that is of a non-public, confidential or proprietary nature (the "Confidential Information"). The Buyer shall only use the Confidential Information for the purposes of this agreement, and shall not copy or transcribe into another form any Confidential Information received from the Seller except as reasonably necessary.

In the event of termination of this agreement, the Buyer shall return all copies of the Confidential Information disclosed to them to the Seller or will destroy the Confidential Information as directed by the Seller.

The Buyer and Seller acknowledge that both parties are subject to Freedom of Information and Protection of Privacy legislation and that a party may be compelled by law to disclose certain Confidential Information.

The Buyer shall not disclose any Confidential Information to any party other than may be necessary to receive legal or financial advice with respect to the agreement or as required by law or without the expressed written consent of the Seller.

3. **COMPLETION DATE:** The Completion Date shall be no later than 5:00 p.m. on the date forty-five (45) calendar days following the execution of this Agreement, or such date as the Seller and Buyer may agree to in writing. In the event that the Completion Date is not on a business day, then the Completion Date shall be deemed to be on the next following business day.
4. **TITLE SEARCH:** The Buyer shall be allowed until 5:00 p.m. on the date being thirty (30) calendar days prior to the Completion Date (the "**Requisition Date**") to examine the title to the Property.

5. **AUTHORIZATIONS:** The Seller consents to the municipality or other governmental agencies releasing to the Buyer details of all outstanding work orders and deficiency notices affecting the property, and the Seller agrees to execute and deliver such further authorizations in this regard as the Buyer may reasonably require.
6. **“AS IS” “WHERE IS” CONDITION OF PROPERTY:** The Buyer agrees to accept the Property in an “As is” “Where is” condition, which shall include, but not be limited to, any environmental issues, unregistered easements, right-of-way, liens, restrictive covenants, restrictions, encroachments, or encumbrances affecting the Property.

The Seller makes no representations or warranties of any kind, either expressed or implied, as to the condition of the soil, the subsoil, the groundwater and surface water or any other environmental matters respecting the property whatsoever, including the use to which it may be put and its zoning.

The information provided by the Seller and any comments made by the Seller's representatives, any plans or drawings or reports that may have been provided by the Seller are for the assistance of the Buyer in allowing it to make its own inquiries. The Seller makes no representations or warranties about and takes no responsibilities for the accuracy or completeness of the information provided.

7. **REQUISITIONS:** By executing this agreement, the Buyer shall be conclusively deemed to have waived all requisitions concerning any matters relating to the property save for matters going to title and the Buyer accepts sole responsibility for all conditions of the property. The Buyer shall comply with all orders relating to the condition of the property issued by any competent government authority, court or administrative tribunal, including any order issued against the Seller.

Without limiting the generality of the foregoing, the Buyer shall be responsible for and shall indemnify and save harmless the Seller and its employees, directors, officers, appointees and agents for any and all losses, costs, damages and expenses, including without limitation, reasonable legal costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, suffered or incurred by the Seller and arising directly or indirectly, in, out of or from, any one or more of:

- (a) the entry of the Seller into this Agreement;
- (b) the condition of the property;
- (c) any order issued by any governmental authority in connection with the condition of the property; and,
- (d) any loss, damage, or injury caused after the Completion Date either directly or indirectly as a result of the condition of the property including, without limitation, non-compliance with environmental law or the existence of any hazardous substance or contaminant.

This section shall not merge but shall survive the closing of the transaction and shall be a continuing obligation of the Buyer.

8. **FUTURE USE:** The Seller is not providing any representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful.
9. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for:
- (a) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and
 - (b) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property,

if within the specified times referred to in paragraph 4, any valid objection:

- (a) to title; or,
- (b) to any outstanding work order or deficiency notice; or
- (c) to the fact the present use may not lawfully be continued;

is made in writing to the Seller;

and which the Seller is unable or unwilling to remove, remedy or satisfy or obtain title insurance in favour of the Buyer and any mortgagee (with all related costs at the expense of the Seller) to satisfy,

and which the Buyer will not waive,

this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and the Seller shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Date and except for any objection going to the root of the title, the Buyer shall be conclusively deemed to have accepted the Seller's title to the property.

10. **HST:** The Buyer acknowledges that HST, if applicable, is in addition to the Purchase Price. The Buyer shall not be required to pay, or the Seller to collect and remit, any HST exigible in connection with the transferred Property provided that the Buyer and any beneficial owner provides to the Seller, on Closing, a certificate of an officer of the Buyer and any beneficial owner in a form acceptable to the Seller's lawyers, acting reasonably, confirming that, inter alia, the Buyer and any beneficial owner will be registrants for HST purposes and the Buyer and any beneficial owner's registration numbers as at Closing, as well as an undertaking by the Buyer and any beneficial owner, as the case may be, to remit when due any HST exigible on the transferred Property and the indemnity provided for herein. The Seller agrees to take all such steps and to co-operate fully with the Buyer in completing such documentation as may be required to enable the Purchaser to be credited with its input tax credit, if any, pursuant to the *Excise Tax Act* as soon as possible. The provisions of this section shall not merge on but shall survive Closing.
11. **CLOSING ARRANGEMENTS:** Where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act*, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and the Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Seller and the Buyer will;
 - (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction); and,
 - (b) be subject to conditions whereby the parties receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the parties.
12. **DOCUMENTS AND DISCHARGE:** The Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of the Seller.
13. **RAILWAY NOISE AND VIBRATION:** The Buyer acknowledges that there is a railway within 50m of the Property and that the operation of the railway will produce noise and vibration. The Buyer shall not be entitled to make any complaint or claim against the Seller for nuisance or otherwise relating to the operation of the railway in proximity to the Property. This section shall not merge upon and shall bind the Buyer after the closing of this transaction.

14. **EXEMPTION FROM CONSENT REQUIREMENTS OF THE PLANNING ACT:** This Agreement shall be effective only upon compliance in all respects with the requirements of the subdivision control provisions of the *Planning Act* (Ontario). The parties acknowledge that consent to this transaction and to the proposed transfer of the Property is not required because the Seller, as a provincial Crown Corporation, is exempt from the requirements of the *Planning Act* to obtain consent to sever land from the Committee of Adjustment.
15. **SALE TO A MUNICIPALITY:** The Buyer shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Seller accepting this agreement for execution.
16. **ANTI-FLIP:** If the City enters into a subsequent binding Agreement of Purchase and Sale for all or any part of the subject lands at a rate in excess of the above-noted sale price, prior to the five (5) full years after the closing date of this transaction, the City shall immediately pay the Seller the difference between the price in the subsequent agreement and the price in this agreement,.
17. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable format at the expense of the Seller. If requested by the Buyer, the Seller shall include the statements contemplated by Section 50(22) of the *Planning Act*, R.S.O. 1990 in the Transfer/Deed to be delivered on completion.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and the Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and the Seller agree that no claim will be made against the Buyer and the Seller for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Seller and the Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon the Seller or the Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Buyer and the Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, the Seller means vendor and the Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by context.
23. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
24. **ASSIGNMENT:** The Buyer shall not assign this Agreement without the written consent of the Seller. If the Seller consents to an assignment, the Buyer shall cause the Assignee and Buyer to covenant in writing in favour of the Seller to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The buyer shall not be released from its liabilities and obligations herein described in the event of any assignment.

25. **NOTICES:** Any notice required under this Agreement shall be in writing. This offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement, or where a facsimile number or email address is provided, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

For delivery of Documents to the Seller:

Fax No.: 705-472-4267

Email Address: legal@ontarionorthland.ca

For delivery of Documents to the Buyer:

Fax No.:

Email Address:

26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
27. **SURVIVAL OF CONDITIONS:** The above noted conditions, representations and warranties shall not merge on the closing of this transaction.
28. **ACKNOWLEDGEMENT:** The parties acknowledge having received a signed copy of the accepted Agreement of Purchase and Sale.
29. **COUNTERPARTS AND ELECTRONIC DELIVERY:** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

IN WITNESS WHEREOF the parties have executed this Agreement.

Dated at North Bay, Ontario this _____ day of _____, 20____.

) **ONTARIO NORTHLAND TRANSPORTATION**
) **COMMISSION**
)
)
)
)
) Per: _____
) Name: Donna Jaques
) Title: General Counsel
)
)
) I have the authority to bind the
) corporation.

Dated at Temiskaming, Ontario this _____ day of _____, 20____.

) **THE CORPORATION OF THE CITY OF**
) **TEMISKAMING SHORES**
)
) Per: _____
) Name:
) Title:
)
)
) Per: _____
) Name:
) Title:
)
)
) I/We have the authority to bind the
) corporation.

The Corporation of The City of Temiskaming Shores

By-Law No. 2022-170

Being a by-law to enter into a Fire Protection Agreement with the Corporation of the Township of Harris and to Repeal By-Law No. 2017-107

Whereas Section 2 (5) (a) of the Fire Protection and Prevention Act, 1997, permits a municipality, under such conditions as may be specified in the agreement, to enter into an agreement for the provision of fire protection services to lands or premises that are situated outside the territorial limits of the municipality; and

Whereas Section 2 (5) (b) of the Fire Protection and Prevention Act, 1997 permits a municipality to receive such fire protection services, as may be specified in an agreement, from a fire department situated outside the territorial limits of the municipality; and

Whereas Section 2 (1) of the Fire Protection and Prevention Act, 1997 states that every municipality shall establish a program in the municipality which must include public education with respect to fire safety and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances; and

Whereas the City of Temiskaming Shores operates a fire protection service with assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997 through a fire department situated within the City of Temiskaming Shores; and

Whereas the Township of Harris deems it necessary to enter into a Fire Protection Agreement with the City of Temiskaming Shores for the provision of Fire Protection Services in order to attain compliance with the requirements of the Fire Protection and Prevention Act, 1997; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Fire Protection Agreement with the Township of Harris;

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 Fire Protection Agreement with the Township of Harris, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
3. That By-law No. 2017-107 being a by-law to enter into a Fire Protection Agreement with the Township of Harris be hereby considered expired and repealed on the 1st day of January 2023.
4. That all other by-laws, resolutions or parts thereof be hereby repealed and replaced on the final date of passing.

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

Mayor

Clerk



Schedule “A” to

By-law 2022-170

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Township of Harris

Fire Protection Agreement

This agreement made this 6th day of December, 2022.

Between:

The Corporation of the City of Temiskaming Shores

Hereinafter called the "City"

And:

The Corporation of the Township of Harris

Hereinafter called the "Township"

Whereas by-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, as amended, to authorize an agreement between the parties;

And whereas Section 2 (5) (a) of the Fire Protection and Prevention Act, 1997, permits a municipality, under such conditions as may be specified in the agreement, to enter into an agreement for the provision of fire protection services to lands or premises that are situated outside the territorial limits of the municipality;

And whereas Section 2 (5) (b) of the Fire Protection and Prevention Act, 1997 permits a municipality to receive such fire protection services, as may be specified in an agreement, from a fire department situated outside the territorial limits of the municipality;

And whereas Section 2 (1) of the Fire Protection and Prevention Act, 1997 states that every municipality shall establish a program in the municipality which must include public education with respect to fire safety and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

And whereas the City operates a fire protection service with assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997 through a fire department situated within the City of Temiskaming Shores;

And whereas the Township deems it necessary to enter into a Fire Protection Agreement with the City for the provision of certain Fire Protection Services in order to attain compliance with the requirements of the Fire Protection and Prevention Act, 1997;

Now therefore, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1.0 Definitions and Appendixes

In this agreement;

1.1 **Designate** means a person who in the absence of the *Fire Chief* has the same powers and authority as the *Fire Chief*.

1.2 **Fire Area** means the fire area(s) of the Township as described in Appendix “01” attached hereto and forming part of this agreement.

1.3 **Fire Chief** means the chief of the fire department appointed under subsection 6(1), (2) or (4) of the Fire Protection and Prevention Act, 1997.

1.4 **Fire Department** means the Temiskaming Shores Fire Department situated within the City of Temiskaming Shores.

1.5 **Fire Protection Services** means those *fire protection services* as defined in the Fire Protection and Prevention Act, 1997 and shall include those services as defined in as described in Appendix ‘02” hereto:

- Fire Protection and Emergency Response;
- Training;
- Fire Prevention;
- Public Education;
- Administration; and
- Equipment, Apparatus and Communications.

The following appendixes are attached and form part of this agreement:

- **Appendix “01”** – Fire Area
- **Appendix “02”** – Fire Protection Services
- **Appendix “03”** – Sample By-law to Appoint a Chief Fire Official
- **Appendix “04”** – Fees

2.0 Term

This agreement will commence on January 1, 2023 and terminate on December 31, 2027.

3.0 City Responsibilities

3.1 The *City* will supply, except as hereinafter limited or excluded, *Fire Protection Services* to the whole of the *Township* as described in Appendix “02” hereto.

3.2 Upon receiving a request for *Fire Protection Services*, the *Fire Department* for the *City* will respond to the request for *Fire Protection Services* in the *Township* with, in the opinion of the *Fire Chief or Designate*, the appropriate apparatus, equipment and personnel required to accomplish the specific *Fire Protection Services* identified in this agreement.

3.3 Should the *Fire Chief or Designate* require assistance, or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided by the *Fire Department*, the *Fire Chief or Designate* may request any outside agencies or equipment and the *Township* shall be responsible for all costs associated for said resources.

3.4 Notwithstanding Section 3.3 above, the *Fire Chief* may refuse to supply *Fire Protection Services* to the *Township* if, in the *Fire Chief’s* opinion, the appropriate personnel, apparatus or equipment are required in the *City* or elsewhere under the provisions of the

District of Temiskaming Mutual and Automatic Aid Plan and Program (Mutual Aid Plan), if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the *Fire Department* to make a response. Without limiting the generality of the foregoing, the refusal by the *Fire Chief* to supply *Fire Protection Services* includes the discretion of the *Fire Chief* to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for *Fire Protection Services* or is at the scene in the *Fire Area*.

3.5 The *Fire Chief* or *Designate* shall have full authority and control over any and all *Fire Protection Services* activities in which the *Fire Department* may be engaged in the *Fire Area* of the *Township*.

3.6 The *Fire Chief* or *Designate* shall report to the *Township* by the tenth (10th) day of each month all occurrences in the fire area to which the *Fire Department* has responded in the previous month.

4.0 Township Responsibilities

4.1 Adhere to the provisions set out in Section 2 (1) of the Fire Protection and Prevention Act, 1997 by:

- a) Establishing a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and
- b) Providing such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

4.2 In accordance with Section 6 of the Fire Protection and Prevention Act, 1997 the *Township* agrees to appoint, by by-law, a person who shall be responsible for providing any required information to the *Fire Chief* with respect to the *Fire Protection Services* required. A sample draft by-law attached in Appendix 03.

4.3 The *Township* agrees to maintain all streets and roads in the *Fire Area* identifiable by having them clearly marked at all intersections. In addition, the *Township* agrees to ensure all applicable buildings being identified have and maintain 911 civic number signs, and that the signs are positioned in such a way they can be easily seen from the highway end of the laneway to the building.

4.4 The *Township* agrees to provide a map of the *Fire Area* as in Appendix "01" attached hereto.

4.5 In order to help ensure adequate quality and quantity of service, organizational performance, efficiency and effectiveness of the *Fire Department*, and the ability to identify future service demands, the *Township* agrees to develop and maintain a Municipal Risk Assessment. The Risk Assessment shall be reviewed on an annual basis by the *Township* and the *Fire Chief* to identify changes in the community.

4.6 The *Township* shall be responsible for establishing and notifying in the manner and to the extent deemed necessary all of the residents and occupants of the *Fire Area* of the procedures for reporting an emergency and of the services provided by the *Fire Department*.

4.7 The *Township* represents and warrants to the *City* that it has an approved emergency

plan, required pursuant to The Emergency Management and Civil Protection Act (EMCPA R.S.O. 1990) and a copy of same will be provided to the *Fire Chief* upon the signing of this Agreement. Any subsequent amendments to the emergency plan will be communicated to the *Fire Chief* in a timely manner. The *Township* further represents and warrants that all appropriate by-laws or resolutions have been made by council to authorize the activities and responsibilities of the *Fire Chief* under the emergency plan, a copy of which is attached hereto as Appendix "05".

4.8 The *Township* warrants that the appropriate by-law has been enacted authorizing the activities and responsibilities of the *Fire Chief* as the "Chief Fire Official" for the *Fire Area*.

5.0 Fees

In consideration of the *Fire Protection Services* herein provided and contained in this agreement, the *Township* agrees to pay the *City* the fees as more particularly set out in Appendix "04" attached hereto.

6.0 Liability and Indemnification

6.1 The *City* shall not be liable for any injury to the *Township*, or to any officers, employees, agents, residents, occupants or visitors of the *Township* or the *Fire Area*, or for any damage to or loss of property of *Township*, or of any officers, employees, agents, residents, occupants or visitors of *Township* or the *Fire Area*, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide *Fire Protection Services* on any occasion to the *Township* or for any decision made by the *Fire Chief* pursuant to section 3.3 of this Agreement.

6.2 The *City* shall save harmless and fully indemnify the *Township*, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.1 and such indemnification shall survive the termination of this Agreement.

6.3 Sections 6.1 and 6.2 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of *City* while acting within the scope of his or her employment.

6.4 The *Township* shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of *City* caused by or in any way related to the performance of this Agreement.

6.5 The *City* shall save harmless and fully indemnify the *Township*, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.4 and such indemnification shall survive the termination of this Agreement.

6.6 Sections 6.4 and 6.5 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of *City* while acting within the scope of his or her employment.

7.0 Confidentiality and Protection of Privacy

7.1 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:

- a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
- b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
- c) was approved in writing for disclosure, without restriction, by the disclosing party;
- d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
- e) was developed by either party independently, without a breach of any duty of confidence.

7.2 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the *Fire Protection Services* described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.0.

7.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.

7.4 Where the *City* or the *Township* or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the *Fire Protection Services* described herein, then the *City* or the *Township*, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

8.0 Notices / Dispute Resolution

8.1 The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party

a minimum of thirty (30) days written notice of the proposed amendment(s).

8.2 Should there be any dispute between the parties to this agreement with respect to any matter contained in this agreement, including but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Justice of Ontario pursuant to the provisions of the Arbitrations Act or pursuant to any successor legislation.

8.3 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect.

8.4 Notwithstanding anything in this Agreement, this Agreement may be terminated at any time by either party giving written notice to the other party not less than three (3) months prior to the established termination date at the following address:

(a) Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this agreement may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

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

The Corporation of the Township of Harris
R.R. # 3, Site 4-96,
New Liskeard, Ontario.
P0J 1P0

(b) And every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

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

Signed and Sealed in the presence of:

Municipal Seal

) **Corporation of the City of Temiskaming Shores**

)

)

)

) _____
Mayor – Jeff Laferriere

)

)

)

) _____
Clerk – Kelly Conlin

)

)

Municipal Seal

) **Corporation of the Township of Harris**

)

)

)

) _____
Reeve – Chantal Despres

)

)

) _____
Clerk – Anita Herd

[illegible]

Appendix “02”

Fire Protection Services

(Section 3.1)

The following describes the *Fire Protection Services* to be provided to the *Township* for the purposes of the *Fire Protection Services* agreement between the *City* and the *Township*.

<u>Fire Protection and Emergency Response</u> <ul style="list-style-type: none">▪ Fire Suppression<ul style="list-style-type: none">○ Structural firefighting including rescue○ Vehicle firefighting○ Grass, brush, firefighting○ Marine firefighting (shore based only)▪ Rescue Services<ul style="list-style-type: none">○ Vehicle accidents○ Vehicle extrication○ Water/Ice rescue – Station No. 2 (shore based only)○ Industrial/agricultural machine rescue▪ Hazardous material response (awareness level only)▪ Basic medical and ambulance assistance▪ Other agency/public assistance	<u>Training</u> <ul style="list-style-type: none">▪ Firefighter Training▪ Officer Training▪ Medical Assistance Training▪ Hazmat Training▪ Fire prevention/public education training▪ Staff Training<ul style="list-style-type: none">○ Training records management
<u>Fire Prevention</u> <ul style="list-style-type: none">▪ Inspections▪ Fire Code Enforcement▪ Fire Investigations –<ul style="list-style-type: none">○ Cause and Determination○ Cause Human Behavior▪ General Inquiries, Information, Public Relations	<u>Public Education</u> <ul style="list-style-type: none">▪ Public Fire Safety Training & Education▪ Fire Follow-up Human Behavior▪ Public Fire Information Displays▪ Public Relations
<u>Equipment, Apparatus & Communications</u> <ul style="list-style-type: none">▪ Equipment / Apparatus Maintenance Updates	<u>Administration</u> <ul style="list-style-type: none">▪ Human Resources Coordination for Department▪ Fire Report Coordination▪ Public Relations

Appendix "03"
Draft Appointment By-law (Sample)
Appointment of Chief Fire Official

(SECTION 4.7)

The following is the by-law of the Township of Harris that appoints the Temiskaming Shores Fire Chief as the Chief Fire Official for the Township of Harris.

By-law No. XXX

**Being a By-law to appoint a Fire Chief for The Corporation
of the Township of Harris**

Whereas under section 2(1) of the Fire Protection and Prevention Act, 1997, every municipality shall:

- c) Establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and
- d) Provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

And whereas under section 6(1) of the Fire Protection and Prevention Act, 1997, if a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the department;

And whereas under section 6(2) of the Fire Protection and Prevention Act, 1997, the Council of a municipality or the councils of two or more municipalities may appoint one fire chief for two or more fire departments;

And whereas the Council for the Corporation of the City of Temiskaming Shores adopted By-law No. 2022-XXX being a by-law to enter into a Fire Protection Agreement with the Corporation of the Township of Harris;

Now therefore the Council of The Corporation of the Township of Harris hereby enacts as follows;

1. That Steve Langford is hereby appointed as Fire Chief for The Corporation of the Township of Harris effective upon adoption of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this ____ day of _____, 2022.

Appendix "04"

Fees

(Section 5.1)

The following are the fees that the Township of Harris agrees to pay the City of Temiskaming Shores for the provision of Fire Protection Services.

2022	Base Rate	\$ 52,024.43 + HST
2023	2022 Rate + Consumer Price Index (CPI) + HST	
2024	2023 Rate + Consumer Price Index (CPI) + HST	
2025	2024 Rate + Consumer Price Index (CPI) + HST	
2026	2025 Rate + Consumer Price Index (CPI) + HST	
2027	2026 Rate + Consumer Price Index (CPI) + HST	

Note - Consumer Price Index based on the previous annual January to December average of Statistics Canada Price Index for Ontario

The Corporation of the City of Temiskaming Shores

By-law No. 2022-171

Being a by-law to enter into a Memorandum of Understanding between The Community Food Action Network, the Temiskaming Shores Public Library and the City of Temiskaming Shores for the purpose of operating a Community Fridge Program

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

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

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

Whereas the CFA Network, the Library and the City wish to enter into a Memorandum of Understanding to outline the roles and responsibilities of the Community Fridge project in Temiskaming Shores

Whereas Council considered Administrative Report No. RS-019-2022 at the December 6, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Memorandum of Understanding with the Community Food Action Network and the Temiskaming Shores Public Library for the purpose of operating a Community Fridge Program

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 execute a Memorandum of Understanding for the Community Fridge Program between The Community Food Action Network, the Temiskaming Shores Public Library and the City of Temiskaming Shores, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor

Clerk



Schedule "A" to
By-Law 2022-171

Memorandum of Understanding between

THE COMMUNITY FOOD ACTION NETWORK
(hereinafter referred to as the CFA Network)

THE TEMISKAMING SHORES PUBLIC LIBRARY
(hereinafter referred to as the Library)

-and-

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as the City)

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Community Food Action Network, the Temiskaming Shores Public Library, and the Corporation of the City of Temiskaming Shores.

WHEREAS the CFA Network is made up of community members who are passionate about issues related to food security, food justice and sovereignty, understand the impacts of food waste on climate change, and are eager to help and give back to the community, including members from the following organizations:

- City of Temiskaming Shores – Lynn Julien, Age-Friendly Coordinator
- Timiskaming Health Unit – THU staff
- Community Food Action Network Volunteer – Peggy Morin
- Community Food Action Network Volunteer – Susan Hughes
- Community Food Action Network Volunteer– Yvonne Walford;

WHEREAS the Library is a Public Library Board that has been established pursuant to the provisions of the Public Libraries Act, RSO, 1990, c. P.44 (hereinafter referred to as "the PLA") as amended and which operates the public libraries within the geographic boundaries of the City of Temiskaming Shores in accordance with the provisions of that Act;

WHEREAS the City is a municipal corporation incorporated pursuant to the provisions of the Municipal Act, 2001, SO., 2002, c.25 as amended;

WHEREAS the CFA Network, the Library and the City wish to enter into a Memorandum of Understanding to outline the roles and responsibilities of the Community Fridge project in Temiskaming Shores;

AND WHEREAS the Age Friendly Coordinator from the City of Temiskaming Shores serves as a backbone support organization and back-up the project in the event that Community Food Action Network Volunteers are unable to fulfill their roles in this project.
NOW, THEREFORE, THE CFA NETWORK, THE LIBRARY AND THE CITY HEREBY STATE AS FOLLOWS:

1. COMMUNITY FRIDGE OVERVIEW

- The City of Temiskaming Shores – Age Friendly Community has funded the Fridge.
- The Fridge will be located at the Temiskaming Shores Public Library entrance lobby on the right-hand side of the stairwell.
- The project will be piloted for six months, and a process evaluation will determine the project's continuity.
- The food in the Fridge will be available to anyone free of charge.
- The CFA Network will accept food donations for the Fridge from local community members and local food premises such as restaurants, caterers, and grocery stores.

2. FRIDGE REGISTRATION

- The Fridge will be registered as a food premise and inspected by health inspectors from the Timiskaming Health Unit.
- The CFA Network will notify a Public Health Inspector before operations begin.
- The THU will schedule a pre-opening inspection and routine inspection(s) thereafter.
- The Community Fridge is to be entered into the inventory as a food premise with the following information:
 - **Owner Name:** City of Temiskaming Shores, 325 Farr Drive.
 - **Operator’s Name:** Community Food Action network
 - **Address:** Temiskaming Shores Public Library, 285 Whitewood Ave. West.
- The Community Fridge operators will be informed of and must follow the [Ontario food premises regulation](#) under the HPPA.

3. COORDINATION AND MONITORING

- The CFA Network is entirely responsible for operating the Community Fridge project. The Library is solely a host organization, and the City provides in-kind support.
- The CFA Network will provide all of the services as set out in Appendix A, attached hereto, with its network of volunteers.
- The CFA Network coordinates the planning, implementation and evaluation of the community fridge project, relying on members and a group of volunteers and supported by the Age-Friendly Coordinator at the City of Temiskaming Shores.
- Planning, branding, promotion, volunteer training (when needed) and evaluation to be supported by Timiskaming Health Unit staff as availability allows.
- The CFA Network will add a disclaimer in the fridge area, stating that the Community Food Action Network entirely runs this project and the Library is solely a host organization.
- The CFA Network will be responsible for providing contact information to answer users’ questions and respond to reported issues.

4. FOOD DONATIONS

- Anyone (local businesses or community members) interested in donating food will contact a CFA Network member and volunteers to accept and inspect the food before placing it in the Fridge.
- CFA Network members and volunteers will handle Community Fridge food donors (local businesses or community members) and will require them to fill

out a *Donation Information Form* to record what was donated, the quantity, and by whom.

- For large batch donations by food businesses, the CFA Network members and volunteers can coordinate pickups with food donors, inspect them, and place them in the Fridge.
- CFA members and volunteers will conduct quality checks of the donated food and temperature checks of the Fridge daily.

5. OVERHEAD COSTS

- The City will oversee utility expenses; any utility increase will be budgeted as necessary.
- The City will provide additional garbage removal service for the Temiskaming Shores Library as required.
- The City will provide maintenance of the Fridge.
- Cleaning supplies will be supplied by the CFA Network: (spray, cloth, gloves, bucket, paper towel, dustpan and brush, broom)
- The CFA Network shall provide all promotion and branding: flyers, handbills, brochures, fridge magnets (printing costs)
- The THU shall provide all food allergy warnings, safe fridge temperature and other signs to encourage users to “take what they need and avoid touching what they do not need” as needed.
- The City shall provide a Fridge thermometer, bins to put the food out while cleaning, a hand sanitizer stand and gel, a garbage bin/waste container, recyclable bags/garbage bags, a fridge clipboard for tracking donations and other items as needed for the operation of the Fridge.

6. LIABILITY AND LIABILITY INSURANCE

- The Donation of Food Act (1994) Provides protection to food donors and those distributing donated food from liability for damages from injuries or death caused by consuming donated food.
- The City shall provide liability insurance for its building, under which the Fridge shall be covered.

7. CLEANING

- The City will be responsible for nightly cleaning of the fridge area by adding to the City's regular cleaning time and schedule.
- Additional cleaning supplies will come from the City's regular stock. If cleaning becomes a burden, the City will budget for additional resources to keep the Fridge in a welcoming and sanitary condition.
- Signage and disinfectant will be available for all users to disinfect the Fridge's high-touch surfaces, such as the handle.

- The CFA Network shall make the fridge cleaning schedule available for the volunteers to document the date, time, and person's name.

8. EATING INSIDE THE LIBRARY

- The Library has rules limiting what types of food can be eaten inside.
- Large meals are not allowed inside the Library.
- Small snacks and beverages are allowed in approved areas.
- The CFA network will adapt the Library's rules to prevent visitors from taking food inside the Library to eat and to preserve the Library equipment.

9. EVALUATION

- The CFA Network will be responsible for evaluating the project.
- After six months of launching the pilot, the CFA network will be responsible for conducting a process evaluation, looking into the amount of food donated, used and wasted, user and donors' satisfaction, the number of users, food usually donated and used, and costs incurred.
- To measure implementation efforts and identify what is working successfully and what aspects of the project plan may need to be improved or changed.
- To evaluate and check if other food items, such as prepared meals from inspected kitchens, could be accepted.

10. HEALTH AND SAFETY

- The CFA Network will encourage fridge users to sanitize their hands upon entering the Library and before using the Fridge.
- The CFA Network will make an alcohol-based hand rub (at least 70%) available for fridge users.
- The CFA Network will place signage to respect physical distancing.

This is the entire operating agreement between the CFA Network, the Library and the City. Any amendments to this Memorandum of Understanding will be produced in writing and signed by the approved signing officers (noted below).

This agreement will be in place for six months from the date of signing. The agreement may be reviewed on an annual basis upon renewal.

The CFA Network, the Library and the City hereby agree that either party to this Memorandum of Understanding may terminate the Memorandum of Understanding upon providing to the other party no less than six months prior written notice, including a motion of Council or the Board, of its intention to terminate this Memorandum of Understanding.

Any matters in dispute between the parties in relation to this Memorandum of Understanding (and amendments thereto) may be referred by either party to binding mediation by an agreed-upon mediator. The cost of mediation will be shared equally between the parties.

Any notice or other communication to be given in connection with this Memorandum of Understanding shall be given in writing and may be given by personal delivery, facsimile, email or by registered mail addressed to the recipient as follows:

TO THE CFA NETWORK:

Timiskaming Health Unit
31 Station Road North
Kirkland Lake, Ontario
P2N 1N1
Attention: Rim Mouhaffel

TO THE CITY:

The Corporation of the City of Temiskaming Shores
PO Box 2050, 325 Farr Drive
Temiskaming Shores, Ontario
P0J 1K0
Attention: City Clerk

TO THE LIBRARY:

Temiskaming Shores Public Library Board
PO Box 668, 285 Whitewood Ave. West
Temiskaming Shores, Ontario
P0J 1P0
Attention: Library CEO

Or such other address or individual may be designated by written notice by either party to the other. Any notice given by personal delivery or facsimile shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by registered mail on the third day, not counting Saturday, Sunday or statutory holiday in Ontario, following the deposit thereof in the mail.

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Province of Ontario.

Neither this Memorandum of Understanding nor any of the rights or obligations of either of the parties hereunder may be assigned without the prior written consent of the other party to this Memorandum of Understanding.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding

SIGNED, SEALED AND DELIVERED
in the presence of

_____	_____	_____
Signature:	Printed Name:	Date:
Corporation of the City of Temiskaming Shores		
I have authority to bind the Corporation		

_____	_____	_____
Signature:	Printed Name:	Date:
Timiskaming Health Unit		
I have authority to bind the Agency		

_____	_____	_____
Signature:	Printed Name:	Date:
Temiskaming Shores Public Library		
I have authority to bind the Board		

Appendix 1

1. LEFTOVERS AND WASTE MANAGEMENT

- CFA Network volunteers will donate any food leftover (before it goes bad) to other community initiatives.
- A community compost bin may be purchased by the CFA Network and placed in a community garden in New Liskeard.

2. FOOD DONATIONS AND ACCEPTED FOODS

- Accepted foods are whole fresh vegetables and fruits. These are low-risk food, and no labelling is required.
- Also accepted are sealed, pre-packaged, grab-and-go, ready-to-eat food items (i.e., cheeses, unopened pasteurized milk and yogurt, hummus, peanut butter, granola bars, salads, soups, nuts, dried fruits), eggs (traceable stamped eggs, with clean shells and a use-by date), plant-based beverages (fortified soy beverage, almond beverage, etc.), water bottles, 100% fruit juice in single servings, bread and bakery items (bread without fillings, whole grains, and pasta).
- Fresh produce grown in backyards is accepted if it is in a good condition.
- Priority is to be given to food that requires refrigeration
- Non-perishables may be accepted if there is extra room in the Fridge.
- Donations of non-perishable goods would be better suited to other initiatives in the community, such as food banks.
- The CFA Network members will provide signage for redirection locations of non-perishable food donations.
- Food items requiring a freezer will not be accepted.
- Non-Food item donations will not be accepted.
- High-risk foods such as homemade food/meals, mouldy produce, raw meats/fish and seafood, foods with damaged packaging (e.g., dented cans, opened packages), home-canned foods, unpasteurized dairy products, juices, unstamped eggs, alcohol, spoiled/mouldy food, leftovers, expired food, and partially consumed foods, will not be accepted.

3. FOOD SAFETY

Multiple rules to be put in place to ensure food safety:

- The THU staff will prepare food donation guidelines to be placed on the Fridge.
- The Fridge will be registered as a food premise and inspected by health inspectors from the Temiskaming Health Unit.
- The Fridge and its contents are to be monitored regularly by CFA Network volunteers and members (every day) to ensure food that is inappropriate to consume is removed, and the Fridge is kept clean

4. CFA NETWORK MEMBERS AND VOLUNTEERS

- CFA Network members will help with the following:
 - Recruit 10-20+ volunteers through community outreach.
 - Volunteers to fill out a *volunteer signup form*.
 - Community outreach:
 - To connect with local food businesses/farms to rescue food.
 - To connect with other initiatives in the community, such as food banks, to share excess donations.
 - Answer online inquiries.
 - Post social media updates on fridge status.
 - Provide and monitor the *volunteer cleaning signup sheet*.
- Volunteers will help with the following:
 - Spread the word about the community fridge
 - Take and edit photos of fridge contents.
 - Coordinate pickups and stock food donations in the Fridge (when needed).
 - Distribute and deliver donations to other initiatives in the community.
 - Organize the Fridge throughout the day, so products are safely and attractively displayed and grouped.
 - Conduct frequent quality checks and inspect products in the Fridge.
 - Keep the Fridge clean and organized throughout the day
 - Support proper disposal of waste when needed (ex: separating packaging, sorting recycling).

5. FRIDGE TEMPERATURE CHECKING

- The CFA Network will be responsible for monitoring the Fridge temperature.
- The Fridge must be kept at 4C or colder.
- A digital thermometer is to be kept inside the Fridge.
- Donated food will be a low risk; volunteers will check the temperature at least once daily on a maintained schedule, and a check record will be documented to follow food safety best practices.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-172

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Bucke Park Chalet Floor and chalet drainage

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

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

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

Whereas Council considered Administrative Report No. RS-021-2022 at the December 6, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Bucke Park Chalet Floor and chalet drainage for consideration at the December 6, 2022 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the repair of the Bucke Park Chalet Floor and chalet drainage in the amount \$62,540 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor

Clerk



Schedule “A” to

By-law 2022-172

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the repair of the Bucke Park Chalet Floor and chalet drainage

This agreement made this 6th day of December 2022.

Between:

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

and

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

Witnesseth:

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

Article I:

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores
Bucke Park Chalet Repair
RS -RFQ -008-2022**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01; and
- c) Complete, as certified by the Director of Recreation, all the work by **May 1, 2023**.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid in the amount of **Sixty-two thousand, five hundred and forty Dollars and Zero cents (\$62,540.00)** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

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

The Owner:

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

Director of Recreation Services:

Director of Recreation Services
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, ON
P0J 1K0

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of

Pedersen Construction (2013) Inc.

Karl Pedersen – President

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk – Kelly Conlin



Appendix 01 to

Schedule "A" to

By-law No. 2022-172

Form of Agreement

**City of Temiskaming Shores
RS-RFQ-008-2022
Bucke Park Chalet Repair****Form of Quotation**

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Pedersen Construction (2013) Inc.
(Registered Company Name/Individuals Name)Of, 177246 Bedard Rd. New Liskeard, ON P0J 1P0
(Registered Address and Postal Code)Phone Number: 705-647-6223 Email: kpedersen@pedersenconstruction.ca

We/I, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

Lump Sum Price: \$ 57,380.00 .00Estimated Dates of
Construction: April / May 2023**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 0 to 0 in preparing my/our Quotation.

Bidder's Authorized Official: Karl PedersenTitle: PresidentAuthorizing Signature: Date: November 17, 2023**Form 1 to be submitted.**

**City of Temiskaming Shores
RS-RFQ-008-2022
Bucke Park Chalet Repair**

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Quotation submission or performing/providing the Goods/Services required by the Agreement.


☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this Quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: New Liskeard this 17th day of November, 2022.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFQ-008-2022
Bucke Park Chalet Repair**

Non-Collusion Affidavit

I/ We Karl Pedersen the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: New Liskeard this 17th day of November, 2022.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 2 to be submitted.



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

November 25, 2022

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

Attention: Mr. Matt Bahm, Director of Recreation

Tel: 705-672-3363

E-mail: mbahm@temiskamingshores.ca

Dear Sir,

Quotation: Bucke Park Floor Repair

Additional Work – Excavation, Geotextile, Weeping Tile & Granular Backfill

We hereby quote the following as per e-mail with sketch received on November 24, 2022.

- 1) Mobilize equipment
- 2) Excavate 33 meter long X 0.6m deep x 1.5m wide drainage trench.
- 3) Supply and install Terrafix 360 or equal geotextile to line the drainage trench.
- 4) Supply and install 33 meters of 100mm dia. perforated weeping tile c/w filter sock from the Southwest corner of the chalet to the existing drainage ditch North of the chalet.
- 5) Supply and place 600mm of clear stone to backfill the drainage trench.
- 6) Demobilize equipment.

Lump Sum = \$5,160.00

Notes:

- (1) HST Extra.
- (2) Locates by owner.
- (3) Please issue a purchase order to proceed.

Yours truly,

Karl Pedersen
President

The Corporation of the City of Temiskaming Shores

By-law No. 2022-173

Being a by-law to enter into an agreement with ABC Recreation for the purchase of playground equipment for the Rebecca St. Park

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

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

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

Whereas Council considered Administrative Report No. RS-022-2022 at the December 6, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement ABC Recreation for the purchase of playground equipment for the Rebecca Street Park for consideration at the December 6, 2022 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with ABC Recreation for the purchase of playground equipment for the Rebecca Street Park in the amount \$25,595.20 plus applicable taxes.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor

Clerk



Schedule “A” to

By-law 2022-173

Agreement between

The Corporation of the City of Temiskaming Shores

and

ABC Recreation

for the purchase of playground equipment for the Rebecca Street Park

This agreement made this 6th day of December 2022.

Between:

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

and

ABC Recreation
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all equipment as described in the Quotation documents provided.
- b) Delivered, as certified by the Director of Recreation, by **July 1, 2023**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid in the amount of **Twenty Five Thousand, five hundred and ninety five dollars and twenty cents (\$25,595.20)** plus applicable taxes, subject to additions and deductions as provided in the Quotation Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by

courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

ABC Recreation Ltd.
PO Box 397
Paris, ON
N3L 3T5

The Owner:

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

Director of Recreation Services:

Director of Recreation Services
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, ON
P0J 1K0

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of

ABC Recreation Ltd.

Representative

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk – Kelly Conlin

The Corporation of The City of Temiskaming Shores

By-Law No. 2022-174

Being a by-law to Appoint a Deputy Clerk for the City of Temiskaming Shores and Repeal By-Law 2022-069

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 under Section 228 (2) of The Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may appoint a Deputy Clerk who has all the powers and duties of the Clerk under The Municipal Act and any other Act; and

Whereas Airianna Leveille was hired for the Deputy Clerk 9-month position for the Corporate Services Department, effective December 1, 2022; and

Whereas Council deems it necessary to appoint Arianna Leveille as Deputy Clerk for a 9-month period, for The Corporation of the City of Temiskaming Shores.

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

- 1) That Airianna Leveille be hereby appointed as Deputy Clerk for The Corporation of the City of Temiskaming Shores effective December 6, 2022.
- 2) That By-law No. 2022-069 being a by-law to appoint Rebecca Kirkey as Deputy Clerk be hereby repealed effective December 6, 2022; 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 or its associated schedule.

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

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-175

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 November 22, 2022 and its Regular meeting held on December 6, 2022

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

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

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

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

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

1. That the actions of the Council at its Special meeting held on **November 22, 2022** and its Regular meeting held on **December 6, 2022, 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 6st day of December, 2022.

Mayor

Clerk