



The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, August 8, 2023 – 3:00 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 the Agenda**
4. **Approval of the 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. **Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes**

7. PUBLIC WORKS

a) Topic of Discussion: Road Safety Initiatives (Councillor Mark Wilson)

b) Administrative Report PW-016-2023 – Assumption of Roadways – Grant Drive Extension

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-016-2023;

That Grant Drive, South of Wilson Avenue to Highway 65 be identified as an arterial road section and that this section shall receive year-round road maintenance in accordance with the minimum maintenance standards as adopted from time to time. Further, that this section be consistent with the existing Grant Drive maintenance, being a Class 4 road section; and

That Council directs staff to prepare the necessary by-law for the assumption of a roadway for public use being Grant Drive for consideration at the August 8th, 2023, Regular Council meeting.

c) Administrative Report PW-017-2023 - Award – Haileybury Water Treatment Plant – Filter 2

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-017-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #2 at the Haileybury Water Treatment Plant in the amount of \$ 372,020.00 plus applicable taxes for consideration at the August 8, 2023, Regular Council meeting

d) Administrative Report PW-018-2023 – Award – Robert Street and Elm Avenue Pumping Station Emergency Bypass System

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2023-PW; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with LUA Construction Inc. for installation of an emergency by-pass pump, piping, concrete slab, and fencing at the Robert/Elm Pumping Station in the amount of \$ 275,000.00 plus applicable taxes for consideration at the August 8, 2023, Regular Council Meeting.

e) Administrative Report PW-019-2023 – Award – Engineering Services – Reconstruction of Montgomery Street

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-019-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Shaba Testing Services Ltd. for engineering services to provide the design for reconstruction of Montgomery St. complete with tender ready documents in the amount of \$ 43,566.80 plus applicable taxes for consideration at the August 8, 2023, Regular Council meeting.

f) Memo No. 018-2023-PW – Kenworth Triaxle Discussion

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2023-PW; and

The Council hereby delegates authority to the Manager of Transportation Services to purchase one (1) new Triaxle Dump Truck within the guidelines of the Canoe Procurement program and the group purchasing instructions within the City of Temiskaming Shores Procurement Policy (2017-015). The purchase cost shall be within the approved budget limit of \$338,500 including the non-refundable tax.

g) Memo No. 019-2023-PW – Operations Update - Environmental Services

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2023-PW information purposes.

8) RECREATION SERVICES

a) Delegations/Communications

None

b) Administrative Report RS-018-2023 –Skate Sharpening Room Lease Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-018-2023;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Zubych SkillZ Ltd. for the use of the Don Shepherdson Memorial Arena Skate Sharpening Room from September 1, 2023 to August 30, 2025, for consideration at the August 8, 2023, Regular Council meeting.

c) Administrative Report RS-019-2023 – Arena Concession Lease Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-019-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Josee & Marc Dupuis for the use of the Don Shepherdson Memorial Arena Concession from September 1, 2023 to August 30, 2028, for consideration at the August 8, 2023, Regular Council meeting.

d) Memo No. 016-2023-RS – Recreation Department – Operations Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 016-2023-RS for information purposes.

9) FIRE SERVICES

a) Delegations/Communications

None

b) Fire Department Activity Report

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report for the period of June 1 – July 31, 2023 for information purposes.

10) **CORPORATE SERVICES**

a) **Delegations/Communications**

None

b) **Administrative Report CS-027-2023 – Canadian Army Cadet Lease Agreement**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-027-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the 2344 Royal Canadian Army Cadet Corps effective September 1, 2023 to August 31, 2026 for consideration at the August 8th, 2023 Regular Council meeting.

c) **Administrative Report CS-028-2023 – Annual Insurance Renewal**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-028-2023; and

That Council directs staff to prepare the necessary by-law to authorize the annual insurance premium payment for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services in the amount of \$539,458 plus applicable taxes for the term of July 1, 2023 to June 30, 2024 for consideration at the August 8th, 2023 Regular Council meeting.

d) Administrative Report CS-029-2023 – Land Disposition – Haileybury Fire Hall

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-029-2023; and

That Council directs staff to release a Request for Tender (RFT) for the disposition of the former Haileybury Fire Hall building located at 468 Georgina Ave. with a minimum tender amount of \$223,000.

e) Administrative Report CS-030-2023 – Municipal Employee Benefit Renewal

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-030-2023; and

That Council approves the Municipal Employee Benefit Plan administered by Manulife with premiums of \$217,164 for the 2023-2024 term in addition to the costs paid by the City for health benefits as they are incurred with applicable administrative fees under the Administrative Services Only portion of the Plan.

f) Administrative Report CS-031-2023 – Animal Care and Control By

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-031-2023; and

That Council approves the consultation plan set out in the report for the Pilot Program and review of the updated Animal Care and Control By-law; and

That a report on the consultation and final by-law be presented to Council for consideration in September/October.

g) Administrative Report CS-032-2023 – MineConnect Event Coordination for PDAC & CIM 2024 – 2026

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with MineConnect for event coordination services of the Northern Ontario Mining Showcase at PDAC 2024, 2025 and 2026 at a rate of \$675 per exhibitor plus taxes pending annual funding approval from FedNor for consideration at the August 8, 2023 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with MineConnect for event coordination services of the Northern Ontario Mining Showcase at CIM 2024, 2025 and 2026 at a rate of \$450 per exhibitor plus taxes pending annual funding approval from FedNor for consideration at the August 8, 2023 Regular Council meeting.

h) Administrative Report CS-033-2023 – Housing Accelerator Fund Briefing

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-033-2023; and

That Council directs staff to prepare an Action Plan as part of the City of Temiskaming Shores' application to the Housing Accelerator Fund; and

That Council authorizes the City Manager to approve the final Action Plan, including the proposed initiatives and any refinement required as additional information becomes available, in support of the City's application to the Housing Accelerator Fund prior to finalizing the application to the Canada Mortgage and Housing Corporation.

i) Administrative Report CS-034-2023 – NOHFC Feast on the Farm

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-034-2023; and

That Council supports the submission of a funding to the Northern Ontario Heritage Fund Corporation through the Community Events Stream in support of the Feast On the Farm event to be held in the area on September 17 & 18, 2023; and

That Council agrees to cover any cost overruns associated with the event as required by NOHFC.

j) Memo No. 020-2023-CS – Deeming – 240 Albert Street

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owner of 240 Albert Street in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem 240 Albert Street; PLAN M30NB LOTS 101 TO 104 to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary Deeming By-law for consideration at the August 8, 2023 Regular Council meeting.

11) Schedule of Council Meetings

- a) Committee of the Whole – September 5, 2023 starting at 3:00 p.m.
- b) Regular Council Meeting – September 19, 2023 starting at 6:00 p.m.

12) Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the June 20, 2023 Closed Session Minutes;
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees – Human Resources Update

13) Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

Subject: Assumption of Roadways – Grant Drive Extension

Report No.: PW-016-2023

Agenda Date: August 8th, 2023

Attachments

Appendix 01: Draft By-law (Please refer to By-Law 2023-087)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-016-2023; and
2. That Grant Drive, South of Wilson Avenue to Highway 65 be identified as an arterial road section and that this section shall receive year-round road maintenance in accordance with the minimum maintenance standards as adopted from time to time. Further, that this section be consistent with the existing Grant Drive maintenance, being a Class 4 road section.
3. That Council directs staff to prepare the necessary by-law for the assumption of a roadway for public use being Grant Drive for consideration at the August 8th, 2023, Regular Council meeting.

Background

The Grant Drive extension project has been on the City's radar or agenda for several years. In 2022, the road base, ditches and STATO path base was constructed in accordance with engineered drawings and was finished this year in collaboration with the Ministry of Transportation by completing asphalt placement on both road and STATO path, as well as shouldering a signage. This by-law will deem the road open for public use and allow the municipality to assume maintenance.

Analysis

The extension of Grant Drive will alleviate congestion along Wilson Avenue and Highway 65. This project is in conjunction with the MTO to satisfy their requirements for turning lanes and tapers onto this extension. This final piece will complete the extension and although the Public Works Operations Division has been providing maintenance up to and on the existing section of Grant Drive an official by-law adopting this extension for public use has not been passed. It is recommended that this section of roadway be

formally adopted for public use through By-law. Appendix 1 – Draft By-law (Grant Drive Extension) is hereto attached.

Relevant Policy / Legislation / City By-Law

- 2022 & 2023 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy
- By-law 2022-182 – MTO and City Cost Sharing
- By-law 2022-101 – Pedersen Construction Phase 1
- By-law 2021-190 – EXP agreement
- By-law 2018-054 – Grant Drive Traffic Study
- O.Reg. 239/02, Minimum Maintenance Standards
- By-Law 2018-129 – Minimum Maintenance Standards, City of TS

Consultation / Communication

- Consultation with City Manager, Transportation Superintendent, Manager of Environmental Services throughout the project
- Consultation with MTO staff and EXP Staff

Financial / Staffing Implications

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

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

There is no financial or staffing implication for the adoption of By-laws. Future maintenance costs will be included in the budgeting process.

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 method of construction is in line with current scope of operations and no planned changes exist currently. Increased maintenance activities may show a very small increase in GHG emissions but will accommodate new section in sequence of path travelled.

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, CMO
City Manager

Subject: Haileybury Water Treatment Plant – Filter #2 Rehabilitation **Report No.:** PW-017-2023

Agenda Date: August 8, 2023

Attachments

- Appendix 01:** Continental Carbon Group Inc. Proposal
Appendix 02: Single Source Justification Form
Appendix 03: Draft By-Law (**Please refer to By-Law 2023-088**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-017-2023; and
2. That Council directs staff to prepare the necessary By-law to enter into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #2 at the Haileybury Water Treatment Plant in the amount of \$ 372,020.00 plus applicable taxes for consideration at the August 8, 2023, Regular Council Meeting.

Background

The 3 filters at the Haileybury Water Treatment Plant (HWTP) have been showing signs of aging and deterioration over the years resulting in the need for more frequent backwashing. In addition, traces of the media for the filter are being found in the underdrain system and clear well resulting in higher-than-normal turbidity measurements.

During the 2022 Capital Budget deliberation process, Council approved a capital project for the rehabilitation of 1 of the 3 filters at the plant. A request for proposal was released and only 1 submission was received. At the Regular Council Meeting held on October 4, 2022, Council approved entering into an agreement with Continental Carbon Group Inc. to perform the rehabilitation of the first filter in the amount of \$ 360,820.00. As a result of unknowns, a contract change order was issued for the supply of additional concrete in the amount of \$ 27,800.00 for a total project cost of \$ 388,620.00.

Due to time constraints and unforeseen circumstances, this project was approved as a carryover during the 2023 Capital Budget deliberation process. The project was completed on budget in May of 2023.

In addition, Council also approved the rehabilitation of filter #2 as a 2023 Capital Project with a budget amount of \$ 400,000.00.

Analysis

To ensure consistency of the components throughout all 3 filters at the HWTP, staff reached out to Continental Carbon Group Inc. to provide a proposal for the rehabilitation of filter #2. Having all three filters constructed the same is of high importance as this will result in the most efficient and economical means of operation for providing proper water filtration through the treatment process. In addition, after completing the rehabilitation of 1 of 3 identical filters, Continental Carbon Group Inc. have already identified any unknowns resulting in being able to provide the most accurate proposal.

Staff recently received the proposal from Continental Carbon Group Inc. in the amount of \$ 372,020.00 for the rehabilitation of filter #2 compared to the overall cost of \$ 388,620.00 to rehabilitate filter #1. This represents a savings of \$ 16,600.00.

Staff reviewed the proposal for completeness and is recommending that Council enter into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #2 in the amount of \$ 372,020.00 plus applicable taxes.

Appendix 01 outlines the proposal provided by Continental Carbon Group Inc.

Appendix 02 outlines the Sole Source Justification.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager

Financial / Staffing Implications

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

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

Council approved the Rehabilitation of Filter #2 at the HWTP with a budget amount of \$ 400,000.00. Sufficient funds are available within the budget to complete this project.

Climate Considerations

The climate lens was used to consider the impacts of the Filter #2 Rehabilitation Project at the HWTP. Results indicate that this project does not contribute to an increase in

greenhouse gases, temperature, or precipitation exposure. It is anticipated that there will be a reduction of greenhouse gas emissions as the completion of the project will result in less backwashes that require treatment at the Haileybury Sewage Treatment Plant.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

Continental Carbon Group

July 18, 2023

To: Steve Burnett/Manager Environmental Services/City of Temiskaming Shores

Filter Rehabilitation- Haileybury WTP

Steve:

Thank-you for the opportunity in allowing us to quote on the retrofit of the next filter at the Haileybury Water Treatment Plant. The first filter was challenging to say the least. This was a bit of learning experience for all of us. Moving forward we now have proper records, drawings and documentation to use for years to come. No to mention the experience from the first filter will ensure that we do not experience the same issues we had with the first.

If granted the work, CCG would subcontract the same companies to perform the work. Pedersen will handle all concrete. Landmark (JDCMI) will perform the blasting and coating and Roberts will supply the underdrain. Similar to the previous filter, RW Sidley will supply all sand and CEI will supply all anthracite.

We thank-you for the opportunity to illustrate what Continental Carbon Group. We trust that this proposal more than satisfies the City as we have made reductions to our pricing proposal. If you have any questions or require any clarifications, please do not hesitate to contact us.



CONTINENTAL CARBON GROUP INC
Michael Massis
Vice President Sales and Principal Owner



SCOPE OF WORK - HAILEYBURY WTP

SCOPE: REMOVAL AND DISPOSAL

- CCG will remove all existing filter media via industrial vacuum from filter.
- All existing sand & GAC will be disposed of offsite at Haileybury Landfill. Cost will be covered by City.
- CCG will remove existing underdrain and false floor from the filter. Existing underdrain will be disposed offsite. Cost will be covered by City.
- Filter floor will be cleaned and prepped for new concrete floor and flume to be poured.
- Cleaning of lost media beyond the filter box (since we are using INFINITY slotted, we need the BW water to be particulate free – if they have lost media downstream in their piping, channels, clearwell, BW supply tank etc, it will need to be cleaned out, and several backwashes ran into the filter tank before underdrains are installed) This will be subject to additional costs based on what is found during media/underdrain removal.

SCOPE: CONCRETE FLOOR/FLUME POUR

- New concrete floor will be poured in place of the removed false floor.
- Concrete flooring will include a 2' flume in the centre to accommodate new underdrain system.
- A detailed drawing of proposed floor has been included in the submittal package.
- New concrete floor will be bonded to existing concrete.

SCOPE: BLASTING AND COATING OF FILTER WALLS

- Mobilization and demobilization to and from site
- Full enclose tank
- Dust collection and dust control
- Sandblast surfaces to be coated
- Cleanup and offsite disposal
- Resurface concrete
- Apply Gemite coating system (ANSI/NSF 61)
- Access equipment
- QA and touch ups as required
- Any P/U Crack injection would be extra



SCOPE: SUPPLY AND INSTALLATION OF UNDERDRAIN

- CCG will supply a slotted Roberts Infinity Underdrain along with stainless steel air header.
- All hardware, anchor hold downs and supports will come with the delivery.
- CCG will receive and properly store underdrain onsite
- CCG will install all laterals and air supply as per Roberts recommended installation instruction.
- CCG installation will include all grout for underdrain installation
- Roberts will provide a supervisor to oversee installation along with testing and commissioning of underdrain.
- Connection between existing plant air scour supply pipe and the new header tube supplied by Roberts that goes in the new flume has not been included due to unknown information. All material costs for this will be subject to additional costs.

SCOPE: SUPPLY AND INSTALLATION OF FILTER MEDIA

- CCG will supply and install 300mm of 0.45-0.55 Sand UC 1.50
- CCG will install sand through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media.
- CCG will perform a skimming/scraping procedure on the sand to remove any fines that may be present. The volume of sand includes the provision for skimming/scraping. As per AWWA CCG will perform as many backwashes/skims necessary to ensure that sand is clean.
- CCG will supply and install 300-500mm of 0.85-0.95 Anthracite UC 1.50.
- CCG will install anthracite through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media.
- CCG will perform a skimming/scraping procedure on the sand to remove any fines that may be present. The volume of sand includes the provision for skimming/scraping. As per AWWA CCG will perform as many backwashes/skims necessary to ensure that anthracite is clean.
- CCG will work with Owner to commission the filter.
- CCG will disinfect all filter media as per AWWA C653-13. Owner will be responsible with sampling for BAC-Ts. Owner will also be responsible for any de-chlorination of chlorinated water from disinfection process.

PRICING

TOTAL COST FOR THE ABOVE SCOPE IS

\$372,020.00

HST is extra

**Continental Carbon Group Inc 1100 South Service Rd Suite 321 Stoney Creek, ON
L8E 0C5 905-643-7615 (PH) 905-643-5403 (FAX) www.continental-carbon.com**



The Roberts Filter Group
Serving the Water Community

TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



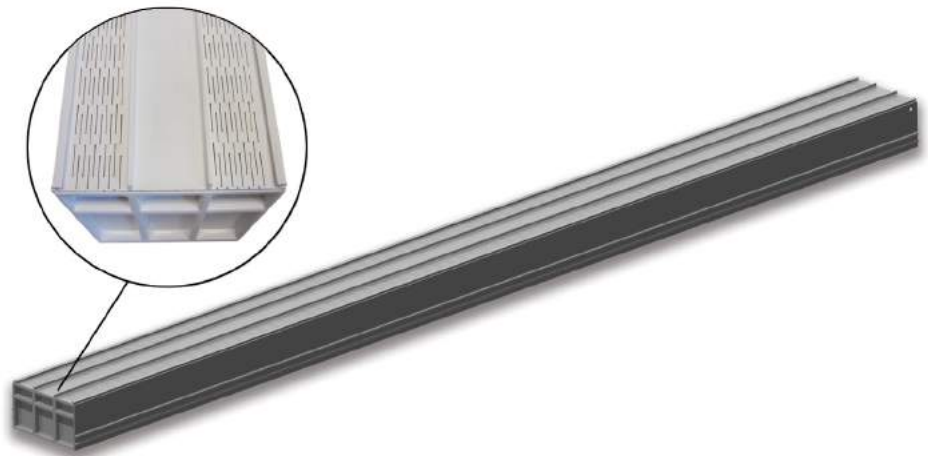
LEOTECH



SERVICES



INTERNATIONAL



Infinity[®]

Continuous Lateral Underdrain

extruded underdrain for gravity and package filtration

TECHNOLOGIES



Infinity[®]

Continuous Lateral Underdrain

The Infinity[®] Underdrain System is a high performance and cost-effective solution for new and existing filters. It's rugged, extruded PVC construction and low profile, joint-less design gives excellent durability and performance. The versatile Infinity[®] is available in gravel-less slotted, air/water, and low headloss versions; allowing it to be the perfect fit for many different water treatment applications.



Quick and Cost-Effective Installation

- Each lateral required for your underdrain is shipped to your jobsite completely assembled. Field professionals report a 50% reduction in installation time over site-assembled lateral underdrains.
- The Infinity[®] underdrain possesses the lowest physical profile of any dual lateral underdrain.
- The Infinity[®] underdrain can be installed with joint-less laterals up to 38' (11.6m) in length without compromising distribution or headloss performance.



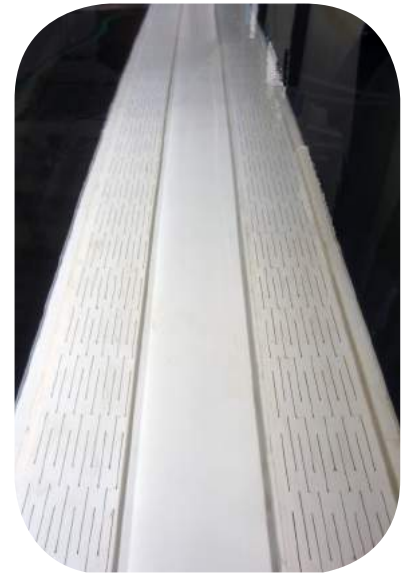
The Infinity® Has Multiple Options for Maximum System Flexibility

Infinity® AW Provides Maximum Air/Water Efficiency During Backwash

The Infinity® air/water eliminates the shortcomings of other air/water systems which sacrifice performance by attempting to accommodate air and water in a common chamber. A dedicated central air chamber distributes air down the entire length of each lateral. Control orifices assure proper air distribution across the entire filter underdrain.

Infinity® LS: Laser Slotted Design Eliminates Support Gravel

- The Infinity® LS laser slotted design eliminates support gravel, maximizing freeboard
- Precision laser manufacturing allows Roberts to maintain quality control and tight tolerances, ensuring proper media retention for every application
- Custom laser manufacturing allows Roberts to vary the Infinity® LS slot size, making it customizable for various water and waste water treatment needs.



Reduce Costs With the Low Headloss Infinity® LH

The low headloss Infinity® LH underdrain significantly reduces headloss through the underdrain; making it ideal for greenleaf filters and pump energy savings. Roberts' Infinity® LH design has as little as 6" (15 cm) of headloss over a 38' (11.6 m) lateral while still maintaining better than +/-2.5% maldistribution of water.

Dimensions of the Infinity®

Width	Height	Length	Weight/ft
11.0 Inches, 27.9 Centimeters	6.0 Inches, 15.2 Centimeters	As required for each application (Maximum= 38ft, 11.6m)	7lbs/foot, 10.4 kg/m

Structural Capacity

- 1900 lb/ft² minimum evenly distributed load with sides unsupported
- 7000 lb/ft² minimum evenly distributed load with sides and bottom supported
- 125 psi burst strength with sides, ends, and bottom supported

Infinity® is Solidly Engineered

- Eliminates potential failure points with joint-less construction.
- High burst and compressive strength
- Laser slotted design eliminates support gravel, support caps, and is completely screw-free.



Ideal for Desalination Applications

The entire Infinity® underdrain System is manufactured from corrosion resistant materials which are 100% compatible with seawater in desalination applications.

Low headloss and air/water options are available to minimize energy requirements or to enhance filter backwash efficiency.

Represented By:



The Roberts Filter Group
Serving the Water Community

214 N. Jackson Street • Media, PA 19063 • USA
Phone +1 610-583-3131 • Fax +1 610-583-0117
www.robertsfilter.com

Covered by one or more of U.S. Patent Nos.
6,325,931; 6,569,327; 6,740,237; 6,989,096; and
7,288,193

© 2012, Roberts Water Technologies, Inc.

TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



LEOTECH



SERVICES



INTERNATIONAL





ANTHRACITE

A Subsidiary of CEI-Carbon Enterprises, Inc.

5 YEARS EXPERIENCE

CEI purchased existing plant in 2006, at which point our plant was given an immediate upgrade in an effort to assure our customer the highest quality product available. Our management team consists of over 60 years combined experience in the anthracite and filter media production. Our quality control program is second to none with computerized particle analysis we can ensure repeatability on ES and UC. We offer all UC's including <1.3, as well as a wide range of ES's. In addition we provide a dry product so you are purchasing filter material not water, which also lends itself to saving on shipping. Our staff will reply and address your concerns immediately. Fell free to call with any questions.

WORLD HEADQUARTERS

CEI

28205 Scippo Creek Road
P.O. Box 740
Circleville, Ohio 43113
Phone: 1-800-344-5770
Fax: 888-204-9656
www.ceifiltration.com

In-House Freight Services
888-808-4984

Plant Location

603 S. Church Street
Hazelton, PA 18201
Phone: 570-459-7005
Fax: 570-459-7012
www.ceianthracite.com



"ONE COMPANY FOR ALL YOUR FILTER MEDIA"

CEI submittal Information

CEI – Carbon Enterprises, CEI Anthracite, All CEI manufacturers following AWWA B-100 Standards of manufacturing, sampling, and testing. These standards are for municipal and wastewater filter media. CEI has a copy of these standards. All our products are NSF Standard 61 certified.

All laboratories utilized to test filter media must be approved by CEI. Laboratories must have a history of testing filter media. The lab must know and understand the testing methods and procedures detailed in the AWWA B-100 Standard.

Inside this submittal, CEI will be providing the most up to date information on the products the end customer will be utilizing in their filter.

We appreciate this opportunity and are always available at 800-344-5770. Our website is www.CEIfiltration.com.

WORLD HEADQUARTERS

CEI

28205 Scippo Creek Road

P.O. Box 787

Circleville, Ohio 43113

Phone: 1-800-344-5770

Fax: 1-888-204-9656

www.ceifiltration.com

In-House Freight Services

888-808-4984

CEI ANTHRACITE

Plant Location

603 S. Church Street

Hazleton, PA 18201

Phone: 570-459-7005

Fax: 570-459-7012

www.ceianthracite.com

CEI ANTHRACITE

Our Quality Assurance

We are a leading supplier of quality anthracite for filter beds in the water filtration industry. Our material is required to adhere to the strict standards of the water industry, therefore, our state-of-the-art production facility capabilities far exceed your supply requirements.

Anthracite Processing

Fast, Efficient, Accurate, Providing timely deliveries

*** State-of-the-art sizing plant to guarantee your specifications**

ensuring complete production control and accurate processing.

Our high capacity plant enables CEI to meet your delivery needs.

*** Automated sieve analyzer**

assures consistent product quality permitting precise control of both the raw material and finished product. Computerized testing can be completed within minutes of sample collection, providing our production staff with quick and accurate information.

CEI Anthracite utilizes additional equipment to ensure oversize protection such as totally closed processing equipment as well as preload screening. What this means to our customers is that all material must pass 5 screen protection points before it arrives at its destination. Full time quality control staff assures the customer of high quality products as well as technical assistance based on 50 years in anthracite production. Our plant is capable of providing you with any variation of sizing, and quality.

In addition our large warehouse allows us to retain 800 to 1000 tons of inventory at all times. We have the capability of dramatically increasing production with short notice, which enables us to meet your need and ensure on time deliveries. We meet and exceed AWWA-B100- standards.

Material is sourced in eastern Pennsylvania where anthracite is produced. All of our anthracite is tested once it comes in.



PRODUCT INFORMATION

SILICA FILTER SAND PLANT: THOMPSON, OH

R.W. Sidley's operates a state of the art processing plant that produces the highest quality products virtually free of deleterious materials. Our processed silica sand is from our Thompson mine part of the Sharon conglomerate formation. All Silica Filter Sands are washed, dried and screened at the Thompson plant and meet AWWA B-100 standards for granular filter media and NSF-61 requirements for drinking water components.

Tighter U.C. sizes of 1.3-1.4 available upon request.

Available packaging: 50 lb. bags, 3,000 lb. super sacks, 4,000 lb. super sacks and bulk quantities.

LABORATORY SIEVE ANALYSIS

Product	.05mm-.15mm	.15mm-.25mm	.35mm-.45mm	.45mm-.55mm	.55mm-.65mm	.4mm-1.0mm	.8mm-1.2mm	2.0mm-3.0mm	3/16X10
U.S. SIEVE Mesh Size	Cumulative % Passing								
1/4								100	100
4								100	100
6								75	70
8							100	15	10
10							100	2	2
12							95	0	0
14							70	0	0
16				100	100	100	40		
18				100		90	15		
20			100	100	85	45	5		
25				75	25	10	0		
30		100	100	50	5	5	0		
35		100	70	15	1	1	0		
40		100	25	5	0	0	0		
50	95	55	1	1	0	0			
70	80	15	0	0	0	0			
100	25	2	0						
140	10	1							
200	5								
270	1								
Pan	0	0	0	0	0	0	0	0	0
E.S.	0.11	0.20	0.38	0.46	0.63	0.72	0.94	2.26	2.35
U.C.	≤2.0	≤1.7	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5

CHEMICAL ANALYSIS

Tests	Results/Units
SiO ₂	99.3%
Fe ₂ O ₃	0.38%
Al ₂ O ₃	0.21%
K ₂ O	0.054%
TiO ₂	0.025%
Na ₂ O	0.005%
Total Mg	0.004%
Total Ca	0.003%
Ni	<0.001%
Mn	0.001%
Cr ₂ O ₃	<0.001%

PHYSICAL ANALYSIS

Silica	
Percent Loss, Acid Solubility (ASTM D3042)	0.4%
Moh's Hardness	7
Loss on Ignition	0.14%
pH	6.4
Specific Gravity	2.63-2.65
Absorption	0.31%

Testing: Results are typical for the product.

Laboratory Sieve Analysis: Testing was conducted at R.W. Sidley, Inc., Thompson, OH

Tests performed in accordance with ASTM D-75, ASTM C-136, and AASHTO T-176

Chemical Analysis: Testing conducted by NSL Analytical, Cleveland, OH

Physical Analysis: Testing conducted by NSL Analytical, Cleveland, OH

SIEVE ANALYSIS ACCUMULATION

DATE: April 11, 2023

PRODUCT XXXXXXXXXX ☐

CODE XXXXXXXXXX ACC'T # 11797 SHIPMENT ☐

BULK ☒ P. O. # 1031ARC INVENTORY ☐

SUPERSACK ☐ LOT # 1 SINGLE TEST ☒

50 # BAG ☐ LOT SIZE 36 tons TICKET#

SAMPLE >10lbs DATE 4/11/2023

SIEVE	GM.WEIGHT	%RET.	CUM%RET.	CUM%PASS	SPEC.	E.S.	U.C	A.F.S.
16	0.0	0.0%	0.0%	100.0%		0.504	1.346	23.44
18	0.0	0.0%	0.0%	100.0%		Max	Max	F.M.
20	5.0	3.7%	3.7%	96.3%		0.550	1.500	#VALUE!
25	36.1	26.9%	30.6%	69.4%		Min		
30	44.0	32.8%	63.5%	36.5%		0.450		
35	37.1	27.7%	91.1%	8.9%				
40	9.9	7.4%	98.5%	1.5%				
50	1.6	1.2%	99.7%	0.3%				
60	0.2	0.1%	99.9%	0.1%				
70	0.0	0.0%	99.9%	0.1%				
Pan	0.2	0.1%	100.0%	0.0%				
						D90	0.817	
						D85	0.791	
						D80	0.765	
						D75	0.739	
						D70	0.713	
						D65	0.695	
						D60	0.679	
						D55	0.662	
						D50	0.645	
						D45	0.628	
						D40	0.612	
						D35	0.594	
						D30	0.576	
						D25	0.558	
						D20	0.540	
						D15	0.522	
						D10	0.504	
						D5	0.461	
	134.1							



CUSTOMER: CCG

NO. OF TONS: 36

NO. OF TESTS: 1 of 2

EFFECTIVE SIZE (E.S.): 0.504

UNIFORMITY COEFFICIENT (U.C.): 1.346

SAND SIZE: .45-.55

Quality Control Lab

Prepared By: Jeff

Single / Sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: Continental Carbon Group

Contact Name: Michael Massis

Address: 1100 South Service Rd, Suite 321

City: Stoney Creek Prov: ON Postal Code: L8E 0C5

Phone Number: 905-643-7615 E-mail: Mike Massis <mmassis@continental-carbon.com>

<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Single Source	<input type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

**Description of
Product or Service:**

Rehabilitation of Filter #2 at the Haileybury Water Treatment Plant.

Estimated Cost: \$

\$ 372,020.00

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):

The required items are **proprietary to the Contractor**

A specific item is needed:

To be compatible or interchangeable with existing hardware;

As spare or replacement hardware;

For the repair or modification of existing hardware, or

For technical evaluation or test.

X There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)

X For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Continental Carbon Group Inc. was the only submission related to the request for proposal released for the rehabilitation of Filter #1 in 2022. The chances of another company winning a competition to provide the identical product are clearly remote.

Having all three filters constructed the same is of high importance as this will result in the most efficient and economical means of operation for providing proper water filtration through the treatment process.

In addition, after completing the first rehabilitation of 3 identical filters, Continental Carbon Group Inc. have already identified any unknowns resulting in being able to provide the most accurate and economical proposal.

Requested by: Steve Burnett
Department Head

Reviewed by: Amy Vickery
City Manager

Subject: Award – Robert/Elm Pumping
Station Emergency Bypass System

Report No.: PW-018-2023

Agenda Date: August 8, 2023

Attachments

Appendix 01: EXP Review and Recommendation

Appendix 02: Draft Agreement (**Please refer to By-law No. 2023-089**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-018-2023; and
2. That Council directs staff to prepare the necessary By-law to enter into an agreement with LUA Construction Inc. for installation of an emergency by-pass pump, piping, concrete slab, and fencing at the Robert/Elm Pumping Station in the amount of \$ 275,000.00 plus applicable taxes for consideration at the August 8, 2023, Regular Council Meeting.

Background

The Robert/Elm Pumping Station was constructed in 2017. The pumping station currently services an older section of the City and was designed/constructed to accommodate the anticipated construction of a new subdivision. The design and sizing of the pumping station incorporated the maximum limit for infiltration allowed under ministry design criteria. In addition, the installation of a by-pass was not allowed at time of construction.

Since commissioning, major rainfall fall events have resulted in surcharging of the station. Staff investigated options for mitigation of the surcharging resulting in the requirement to install the emergency by-pass system.

In September of 2021, the Ministry of Environment, Conservation and Parks (MECP) was consulted to discuss the above noted option. It was concluded that the by-pass system is the best option and was recommended by the MECP that the City proceed with the submission of the application to amend the Environmental Compliance Approval (ECA) for the Robert/Elm Sewage Pumping Station allowing for the inclusion of the by-pass system.

At the Regular Council Meeting held on April 19, 2022, Council approved entering into an agreement with EXP Services Inc. to complete the design for the emergency by-pass system as well as prepare and submit the application to amend the ECA to the Ministry.

Since that time, the design has been completed and the application to amend the ECA has been submitted.

During the 2023 budget deliberation process, Council approved the installation of the emergency by-pass system at the Robert/Elm pumping station as a carry-over project with a budget amount of \$ 400,000.00.

Although Ministry approval has not yet been received, staff and EXP thought it would be prudent to complete procurement stipulating that the project would only proceed pending Ministry approval resulting in EXP releasing a request for quotation.

Analysis

Two submissions were received against the above noted request for proposal which closed on June 16, 2023

The submissions were reviewed for accuracy and completeness resulting in EXP providing staff with a recommendation to award the construction of the Emergency By-pass System at the Robert/Elm Pumping Station to LUA Construction Inc. in the amount of \$ 275,000.00 plus applicable taxes. Appendix 01 outlines the review and recommendation provided by EXP.

A meeting on July 27, 2023 was held with staff, EXP and Ministry Approvals representatives to discuss the application to amend the ECA. At the meeting the ministry acknowledged the need to address the current issue by utilizing an emergency by-pass pump but requested that additional reporting be submitted as it relates to action plans to mitigate the surcharging. EXP is currently working on this plan.

As a result of the Ministry acknowledging the need of utilizing an emergency by-pass pump at the station and an 8–12-week delivery timeline of the pump, staff is recommending that Council approve entering into an agreement with LUA Construction Inc. for installation of an emergency by-pass pump, piping, concrete slab, and fencing at the Robert/Elm Pumping Station in the amount of \$ 275,000.00 plus applicable taxes

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Meeting with MECP Approvals Branch – July 27, 2023

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 ☐

Climate Considerations

The climate lens was used to consider the impacts of this project. Although results indicate that there would be a slight increase to GHG emissions, the impact would be negligible.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
 consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
 Manager of Environmental Services

Amy Vickery
 City Manager



July 21, 2023

The Corporation of the City of Temiskaming Shores
325 Farr Drive,
Haileybury, Ontario,
P0J 1K0

Re: **Tender Report and Review**
Robert St. and Elm Ave. Emergency By-Pass Lift Station

Project # NWL-22009124

Dear Mr. Burnett,

We are pleased to present our review of the quotations received via email from Pedersen Construction (2013) Inc. and LUA Construction on June 16, 2023 for the above noted project. A total of two (2) quotations were received for the proposed works. Our review of the submissions is as follows.

Pedersen Construction (2013) Inc. submitted a price of \$335,500.00 +HST with no stipulations.

LUA Construction Inc. submitted a price of \$275,000.00 +HST with the stipulation that a pump substitution be made. EXP followed up with LUA and requested that the pump substitution be eliminated and that the specified pump be quoted on. LUA responded by email stating that they would supply the specified pump at the originally quoted price of \$275,000 +HST.

At this time, we would recommend that the Corporation of the City of Temiskaming Shores consider entering into an Agreement with LUA Construction Inc. provided the tendered price is acceptable to the City.

Should the City of Temiskaming Shores wish to accept the LUA Construction Inc. quotation please provide EXP with direction to proceed with preparation of the Articles of Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Chenette", with a long horizontal flourish extending to the right.

Chad Chenette, P. Eng,
Project Manager

Subject: Award – Engineering Services
Montgomery Street

Report No.: PW-019-2023

Agenda Date: August 8, 2023

Attachments

Appendix 01: PW-RFP-003-2023 - Engineering Services - Montgomery St.
Results

Appendix 02: Draft Agreement (**Please refer to By-law No. 2023-090**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-019-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Shaba Testing Services Ltd. for engineering services to provide the design for reconstruction of Montgomery St. complete with tender ready documents in the amount of \$ 43,566.80 plus applicable taxes for consideration at the August 8, 2023, Regular Council meeting.

Background

Montgomery Street is a dated road section located in the former Town of New Liskeard. Within the City's Asset Management Plan (AMP), infrastructure condition scoring from 1-5 is applied with 1 being very poor and 5 being very good. Within the AMP for Montgomery Street, all underground infrastructure (water/sanitary/storm) is scored a 1 and the road is scored a 2.

During the 2023 budget deliberation process, Council considered and approved a capital project for the completion of an engineering design for the full reconstruction of Montgomery Street with a budget amount of \$ 60,000.00. This will allow the City to have a shelf ready design in place in the event that funding becomes available.

Staff prepared and released PW-RFP-003-2023 – Engineering Services – Montgomery St. Reconstruction with a closing date of July 27, 2023.

Analysis

Four (4) submissions were received in response to PW-RFP-003-2023. All proposals were evaluated by staff in accordance with the evaluation criteria set out in PW-RFP-003-2023 and are summarized as follows:

Firm	Evaluation Score						Total	Fees
	Expertise	Staff	Schedule	Value	Know- ledge	Fees	Score	Excl. taxes
Shaba	152	125	130	80	80	300	867	\$ 43,566.80
EXP	160	125	120	80	100	240	825	\$ 59,665.00
RV And.	160	125	105	85	70	180	725	\$ 96,245.00
Tatham	160	105	110	80	50	120	625	\$ 105,000.00

Based on the above, Staff is recommending that Council approve entering into an agreement with Shaba Testing Services Ltd. to complete the engineering design for Montgomery St. in the amount of \$ 43,566.80 plus applicable taxes.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- PW-RFP-003-2023 – Engineering Services – Montgomery St. Reconstruction

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 ☐

As mentioned above, Council approved the design for Montgomery St. during the 2023 Budget deliberation process with a budget amount of \$ 60,000.00. Sufficient funds are available to complete the design.

Climate Considerations

The climate lens was used to consider the impacts of completing the design. Results indicate that there will be little to no impacts.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

Document Title: **PW-RFP-003-2023 – Engineering Services- Montgomery St. Reconstruction**

Closing Date: **Thursday, July 27, 2023**


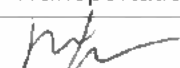

Closing Time: **2:00 p.m.**

Department: **Public Works**

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

Attendees via teleconference: 705-672-2733 Ext. 774

City of Temiskaming Shores:

Kelly Conlin Municipal Clerk	Mitch McCrank Manager of Transportation	Steve Burnett manager of Environmental	
			

Others (teleconference):

Dean Elliott, Shaba	Doug Walsh, EXP	
David Morrison, Shaba	Mackenzie, R.Y. Anderson	

Submission Pricing

Bidder: Shaba Testing Services

Description	Amount Lump Sum (not to include HST)
Lump Sum Price (exclusive of HST)	\$43,566.80
Days to deliver once awarded	80

Bidder: EXP Services Inc.

Description	Amount Lump Sum (not to include HST)
Lump Sum Price (exclusive of HST)	\$59,665.00
Days to deliver once awarded	85

Bidder: R.Y. Anderson Associates

Description	Amount Lump Sum (not to include HST)
Lump Sum Price (exclusive of HST)	\$96,245.00
Days to deliver once awarded	150 Calendar days.

Bidder: Tatham Engineering

Description	Amount Lump Sum (not to include HST)
Lump Sum Price (exclusive of HST)	\$ 105,000
Days to deliver once awarded	110 Calendar day.

Bidder:

Description	Amount Lump Sum (not to include HST)
Lump Sum Price (exclusive of HST)	
Days to deliver once awarded	

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.

Memo

To: Mayor and Council
From: Mitch McCrank, CET
Date: August 8, 2023
Subject: Canoe Procurement – Kenworth Triaxle (Contract: 060920-KTC)

Mayor and Council:

As part of the 2023 Capital budget deliberations, council approved the fleet purchase of one (1) Triaxle Dump truck to replace a 2012 Tandem Dump Truck. The existing tandem truck no longer meets the needs of the Public Works department and has some lingering issues with the steel chassis, as well as the truck is due for replacement as per the Fleet Replacement Plan.

The Public Works department determined by utilizing the group procurement method for this piece of equipment would satisfy the timeliness of this purchase, plus getting a group price for an already ordered unit. The unit is scheduled within the Q4 order bank at Kenworth New Liskeard which is currently slated for a December 2023 delivery. Pending any unforeseen circumstances and delays Staff would assume the truck would be here early 2024. The truck would be delivered to New Liskeard ready to work. The cost for the unit is quoted at \$327,000 – \$330,000 depending on the warranty Staff proceed with.

The total approved budget for this Triaxle is \$338,580.00 including the non-refundable tax. It was Staff's goal to purchase a truck including and under the \$333,000.00 price tag. This purchase would allow staff to stay within the allocated budget.

Staff are asking council to support the following resolution:

The Council for Temiskaming Shores hereby delegates authority to the Manager of Transportation Services to purchase one (1) new Triaxle Dump Truck within the guidelines of the Canoe Procurement program and the group purchasing instructions within the City of Temiskaming Shores Procurement Policy (2017-015). The purchase cost shall be within the approved budget limit of \$338,500 including the non-refundable tax.

Staff are asking for this approval to allow the department to proceed in a timely manner, secure a readily available local unit at an economical price and have the local expertise to assist and maintain in the future. Staff have seen great success with using Canoe Procurement in the past and have a working relationship with the Kenworth dealer located in New Liskeard.

Thank you for your consideration,

Prepared by:

Reviewed and submitted for
Council's consideration by:

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: August 8, 2023
Subject: Environmental Department Update
Attachments:

Mayor and Council:

I am pleased to provide the following update for the Environmental Department.

Operations

The Environmental Department continues with the yearly maintenance of the Sanitary Collection and Water Distribution Systems within the City. This maintenance includes:

- **Sanitary Main Flushing** – Continues – Not yet complete.
- **Watermain Flushing and Valve Exercising Program** – Dymond and New Liskeard distribution systems are now complete with Haileybury nearing completion.

Staff continue to repair watermains and services as they surface. To date there have been a total of 48 watermains and services repaired throughout the City. Staff are also busy with the Albert St project assisting Pedersen's with water control and flushing.

Capital Projects

- **ICI Water Meter Program (Carryover)** – Scheduled for late summer. A meeting with Neptune is scheduled for August 8 to discuss timelines and scheduling appointments.
- **Haileybury Water Treatment Plant Filter Rehabilitation #2** – Quotation has been received and presented within Administrative Report PW-017-2023.
- **Robert/Elm Pumping Station – Overflow Installation** – Recommendation to award is presented within Administrative Report PW-018-2023.
- **Albert St Reconstruction** – On track and on budget. Pedersen are approximately ½ way through the second block with one remaining.

- **Montgomery Street Design** – RFP is now closed with a recommendation to award presented in Administrative Report PW-019-2023.
- **NL Landfill Expansion** – Construction of the building has started. The asphalt has been placed. Remaining items include the Hydro connection (to be completed by Hydro), the installation of the scales, training, and turnaround/lane construction within the landfilling cell. Anticipated opening of the landfill is sometime in October. This project remains on budget.
- **Grant Drive Extension** – Miller's have completed the paving of the City portion of the Grant Drive Extension. The MTO contractor has started the left turn lane and right turn taper on Hwy 65E. It is anticipated that the opening of the extension will be in approximately 1 month.

Prepared by:

Steve Burnett
Manager of Environmental Services

Subject: Skate Sharpener Lease RFQ
Award

Report No.: RS-018-2023

Agenda Date: August 8, 2022

Attachments

Appendix 01: Submission Opening Results

Appendix 02: Zubyck SkillZ Bid Submission

Appendix 03: Draft By-Law and Agreement (**Please refer to By-Law 2023-091**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-018-2023;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Zubyck SkillZ Ltd. for the use of the Don Shepherdson Memorial Arena Skate Sharpening Room from September 1, 2023 to August 30, 2025, for consideration at the August 8, 2023, Regular Council meeting.

Background

The skate sharpening room at the DSMA has sat vacant over the past year with no tenant utilizing the space.

This space is otherwise not serving any purpose for City operations and has previously been leased to other organizations.

City staff released RS-RFQ-005-2023, Skate Sharpening Lease on July 10, 2023. The RFQ was placed on the City's website with a deadline for submissions of July 27, 2023. City staff advertised this opportunity on the City's social media and website as well as on local radio.

Analysis

One submission was received in response to RS-RFQ-005-2023 by the closing date of July 27, 2023, at 2:00pm.

The submission received is listed below and summarized in Appendix 01:

Zubyck SkillZ Ltd – \$75.00 per month, 24 month term.

The submission was reviewed for completeness and required elements by City staff with no issues being noted. This bid fits within the general pricing guidelines of other room leases within both the DSMA and SHSMA.

Staff are therefore recommending that this RFQ be awarded to Zubyck SkillZ Ltd at the August 8, 2023, Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- 2023 Recreation Services Operation Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with the Superintendent of Parks and Facilities

Financial / Staffing Implications

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

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

The total amount of revenue to be received from this lease is expected to be \$1,800 spread over 3 calendar years.

Climate Considerations

After review with the City's Climate Lens, no considerations for increased CO2 emissions, or temperature and precipitation adaptation were noted.

Alternatives

Council could direct staff to reissue a revised RFQ for this space.

Council could direct staff to forego a tenant for this space.

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-005-2023 – Skate Sharpening Lease**

Closing Date: **Thursday, July 27, 2023**


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

Department: **Recreation**

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

Attendees via teleconference: 705-672-2733 Ext. 774

City of Temiskaming Shores:

Kelly Conlin, Municipal Clerk	Matt Bahm Director of Rec.		
			

Others (teleconference):

Submission Pricing

Bidder:

Description	Amount
Monthly fee (Exclusive of HST)	\$ 75 .00
Proposed Term (1-5 Years)	Term Length: 2 years

Bidder:

Description	Amount
Monthly fee (Exclusive of HST)	\$.00
Proposed Term (1-5 Years)	Term Length:

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-005-2023
Skate Sharpening Lease****Form of Quotation**

Proponent's submission of bid to: The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Zubyck Skillz Ltd.
(Registered Company Name/Individuals Name)Of, 26 Mary St. New Liskeard ON
BOX 1217 P051P0
(Registered Address and Postal Code)Phone Number: 705 648 5546 Email: zubyckskillz@gmail.com

We/I, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, offer the following rates for the use of the space detailed in this Quotation (all prices must be CDN funds and without HST):

Monthly Fee exclusive of HST:

\$ 75.00

Proposed Term (1-5 Years):

2 years

I/we have attached a one (1) page document explaining our proposed usage of the space

☒ Yes**Acknowledgement of Addenda**

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

Bidder's Authorized Official: _____

Title: _____

Authorizing Signature: _____

Date: _____

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFQ-005-2023
Skate Sharpening Lease****Non-Collusion Affidavit**

I/We Zubycu Skillz Ltd. 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: 8:30 pm this 19 day of July, 2023

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

John Zubycu
Owner
Zubycu Skillz Ltd.

Form 2 to be submitted.

City of Temiskaming Shores
RS-RFQ-005-2023
Skate Sharpening Lease

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:

Shelly Zubych - Director of corporate services
is my spouse

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: 830pm this 19 day of July, 2023

Signature:

Bidder's Authorized Official:

Title:

Company Name:


John Zubych
owner
Zubych Skillz Ltd.

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFQ-005-2023
Skate Sharpening Lease**

**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: John Zubych Company Name: Zubych Skillz Ltd.
Phone Number: 705 648 5546 Email: zubychskillz@gmail.com

I, John Zubych, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.



Zubyck Skillz Ltd.

RS-RFQ-005-2023 "Skate Sharpening Lease" Proposal

Zubyck Skillz Ltd is interested in leasing the Skate Sharpening Room within the Don Shepherdson Memorial Arena. Here is what we are proposing that the space be used for at this location.

1. Storage location for the products needed to load the Skillz Vending Machine
2. Storage location for on ice equipment required to facilitate on ice activities (pucks, gates, cones, passing boards, etc.)
3. Dressing room for Skillz coaches to prepare for on ice programs throughout the year
4. Installing a TV to be used for a teaching tool for hockey players and Skillz coaches. Room would be set up to allow for quick access by players to review film of team systems and individual tactics. The new rubberized hallway would allow easy access to this room for our coaches and players to watch clips and then return to the ice to work on the concepts reviewed on the TV
5. We would like to start with a two-year lease and have an option to extend it further with the potential that Skillz may consider adding a skate sharpener to the room in the future when that becomes viable. If the extended lease involves a skate sharpener for customers, we understand that a new rate on the cost of the lease would be negotiated.

John Zubyck
Zubyck Skillz Ltd.
zubyckskillz@gmail.com
705 648 5546

Subject: Arena Concession Lease Award

Report No.: RS-019-2023

Agenda Date: August 8, 2022

Attachments

Appendix 01: Submission Opening Results

Appendix 02: Josee & Marc Dupuis Bid Submission

Appendix 03: RS-RFP-004-2023 Scoring Rubric

Appendix 04: Draft By-Law and Agreement (**Please refer to By-Law 2023-092**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-019-2023;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Josee & Marc Dupuis for the use of the Don Shepherson Memorial Arena Concession from September 1, 2023 to August 30, 2028, for consideration at the August 8, 2023, Regular Council meeting.

Background

The DSMA has a concession which is utilized by tenants to provide food and beverage to patrons of the arena. The concession has typically been open throughout the arena season from September to April each year.

In 2023 the concession operated on an 8-month contract with a tenant who provided these services to patrons. At the end of their contract, the City declined to negotiate a lease extension and instead indicated that an RFP process would be undertaken.

City staff released RS-RFP-004-2023, Arena Concession 2023 on June 15, 2023. The RFP was placed on the City's website with a deadline for submissions of July 25, 2023. City staff advertised this opportunity on the City's social media and website as well as on local radio and in the City Bulletin.

Analysis

Two submissions were received in response to RS-RFP-004-2023 by the closing date of July 25, 2023, at 2:00pm.

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

1. Josee & Marc Dupuis – \$275.00 per month, 60-month term.
2. The Snack Shack - \$250.00 per month, 12-month term.

One submission was received after the published deadline and was not considered.

The submissions were reviewed for completeness and required elements by City staff with no issues being noted.

Following the scoring outline within the RFP the bids were scored accordingly:

1. Josee & Marc Dupuis – 83
2. The Snack Shack – 80

Staff are therefore recommending that this RFP be awarded to Josee & Marc Dupuis at the August 8, 2023, Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- 2023 Recreation Services Operation Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with the Superintendent of Parks and Facilities

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 monthly fee matches with concession lease amounts from previous years and is typically accounted for as a revenue item within the Recreation Services budget.

Climate Considerations

After review with the City's Climate Lens, no considerations for increased CO2 emissions, or temperature and precipitation adaptation were noted.

Alternatives

Council could direct staff to reissue a revised RFP for this space.

Council could direct staff to forego a tenant for this space.

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-RFP-004-2023 – Arena Concessions 2023**

Closing Date: **Tuesday, July 25, 2023**



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

Department: **Recreation**

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

Attendees via teleconference: **705-672-2733 Ext. 774**

City of Temiskaming Shores:

Kelly Conlin, Municipal Clerk	Steve Burnett Manager of Environmental Services	(Matt Balm away)	
			

Others (teleconference):

Submission Pricing

Bidder: *Josee + Marc Dupuis*

Description	Amount
Monthly payment for exclusive use of the Don Shepherdson Memorial Arena concession.	\$ <i>275</i> .00
Proposed Term (1-5 Years)	Term Length: <i>5 years</i>
Monthly payment for exclusive use of the Shelley Herbert-Shea Memorial Arena concession.	\$ <i>—</i> .00
Proposed Term (1-5 Years)	Term Length: <i>—</i>

Bidder: Kyle Overton

Description	Amount
Monthly payment for exclusive use of the Don Shepherdson Memorial Arena concession.	\$ <u>250</u> .00
Proposed Term (1-5 Years)	Term Length: <u>1 year</u>
Monthly payment for exclusive use of the Shelley Herbert-Shea Memorial Arena concession.	\$ <u>—</u> .00
Proposed Term (1-5 Years)	Term Length: <u>—</u>

Bidder:

Description	Amount
Monthly payment for exclusive use of the Don Shepherdson Memorial Arena concession.	\$.00
Proposed Term (1-5 Years)	Term Length:
Monthly payment for exclusive use of the Shelley Herbert-Shea Memorial Arena concession.	\$.00
Proposed Term (1-5 Years)	Term Length:

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-RFP-004-2023
Arena Concession Operations**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Josee & Marc Dupuis
(Registered Company Name/Individuals Name)

Of, 289 Whitewood Ave W, New Liskeard, ON P0J 1P0
(Registered Address and Postal Code)

Phone Number: (705) 676-6205 Email: josee.labonte@hotmail.com

We/I hereby offer to enter into an agreement for the services, as required in accordance with the Proposal for a price of (must be CDN funds and without HST):

Please submit proposed payments for **one or more** concessions in the space below. If you are not bidding on a concession, please indicate with a "N/A" in the amount box.

Description	Amount
Monthly payment for exclusive use of the Don Shepherdson Memorial Arena concession.	\$ 275 .00
Proposed Term (1-5 Years)	Term Length: 5 years
Monthly payment for exclusive use of the Shelley Herbert-Shea Memorial Arena concession.	\$.00
Proposed Term (1-5 Years)	Term Length:

I/we will submit the necessary proof-of-insurance and WSIB certificate within 30 days of being notified our proposal(s) have been accepted.	Yes <input checked="" type="checkbox"/>
---	---

I/we will abide by the rules and regulations of the Healthy Eating in Recreational Settings Policy (By-Law 2019-152).	Yes <input checked="" type="checkbox"/>
I/we have submitted information including but not limited to our organization's background information, our proposed dates of operation, our proposed hours of operation and proposed menu.	Yes <input checked="" type="checkbox"/>

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Dupuis
July 5th, 2023

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-004-2023
Arena Concession Operations**

Non-Collusion Affidavit

I/ We Josee & Marc 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: New Liskeard this 5th day of July, 2023.

Bidder's Authorized Official: _____

Title: _____

Signature: J. Dupuis

Date: July 5th, 2023

Form 2 to be submitted.

City of Temiskaming Shores
RS-RFP-004-2023
Arena Concession Operations
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: New Liskeard this 5th day of July, 2023.

Signature:

Depuis

Bidder's Authorized Official:

Title:

Company Name:

The Lunch Truck

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-004-2023
Arena Concession Operations**

**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: _____ Company Name: _____

Phone Number: _____ Email: _____

I, bee i man, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

City of Temiskaming Shores
P.O. BOX 2050
325 Farr Drive
NEW LISKEARD, ON
P0J1P0

We, Josee and Marc Dupuis, are pleased to submit this proposal to operate the concession located at the New Liskeard arena. We are the proud owners of The Lunch Truck located at 11 May St S in New Liskeard. We have operating this business for 4 years, and we have 6 years experience in the food industry. We currently have 10 employees working for us, we are open 7 days a week between 11am and 830 pm. We purchase our food items locally as much as we can including meats from Yves prime Meats, cheese from a local factory and fresh produce from local stores. The remainder of our purchases are made with Gordon Foods, Sysco and Ben Deshaies. We also operated the concession located at the Don Shepherdson arena for 4 seasons.

We are currently using cardboard food trays that are biodegradable, and we purchase condiments and various food products in bulk. Instead of giving customers packets for example, our customers can help themselves with our squeeze bottles. We also have a green recycling bin from Phippen Waste Management as we try to recycle as much as we can.

We are proposing to serve a variety of healthy foods including fresh cut fruits, yogurts, smoothies, banana bread, fresh milk, granola bars, grilled Sandwiches and wraps. We also would like to have a variety of finger foods, candies, chips, cold and hot drinks. Some food items, including baked goods might be prepared at home, located at 289 Whitewood Ave, New Liskeard and is in compliance with the Health Unit.

We are offering to be open on Friday nights when there are scheduled games ; Saturday and Sunday from 830am until the games are done for the day. We would also follow the schedule located on the City of Temiskaming shores webpage for special events including tournaments, figure skating and any other events.

Request for Proposal Evaluation

RS-RFP-004-2023

Arena Concession Lease

Appendix 02 - Evaluation of Submissions

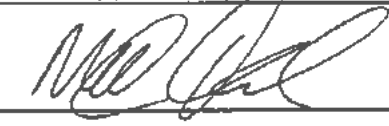
RS-RFP-004-2023

Category	Submission Scores		
	Max Score	The Snack Shack	Dupuis'
Mandatory Information			
Past ability to successfully complete projects within timelines & budget;	P/F	P	P
Proponent Background (20%)			
Individual/Business background and experience	20	17	12
Service Proposed (25%)			
Proposed service to be offered including proposed operation dates, proposed hours of operation and proposed menu	25	18	20
Overall Proposal (25%)			
Proposal shows a detailed understanding of the RFP, is complete, feasible and clear.	25	20	21
Proposed Fee			
Total yearly fee to be provided to the City of Temiskaming Shores for exclusive use of the concession. Cost estimates are evaluated for completeness and highest is scored 30 points, next 25 points, etc. The 6th and subsequent proposals will all be scored 5. Prices within a small differential will be scored as equal. Fees will be evaluated on each individual concession.	30	25	30
Total Score		80	83

Reviewed and Approved by: Matt Bahm

Signed:

Dated:



Aug 1, 2023

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: August 8, 2023
Subject: Recreation Operations Update (August)
Attachments: Appendix 01 - Recreation Department Projects Tracking Sheet

Mayor and Council:

I am pleased to provide the following update from the Recreation department:

Parks and Facilities:

Parks/Playgrounds

- Staff completed the installation of a new playground unit at the Rebecca Street Playground on July 20th.
- The NL Center ball diamond is now back in use as the hydroseeding of the outfield grass has grown nicely. Staff also added new material to the infield.
- All city playgrounds with sand have been roto tilled.
- Staff have recently had to make repairs to the Pirate Ship playground and boardwalk bridge on July 27th as the bridge railing and deck boards at the playground were vandalized.

SHSMA

- The ice plant at the SHSMA was started on Monday, July 24th. Staff are currently building and painting ice for the official opening on Tuesday, August 8th.

Special Events

- The Haileybury Block Party was held on July 1st, followed by the North on Tap Beer Festival July 7,8. The New Liskeard BIA also held a Block Party on Saturday July 15th. Staff assisted with road closures, portable fencing

and garbage pickup for the three events. The trailer stage was setup for the North on Tap event.

- The Tri-Town Soccer Club had their year end fun day at Farr Park on Saturday July 29th. Staff moved extra picnic tables for the event.

Ministry of Labour Inspection

- The Ministry of Labour conducted a workplace inspection on July 5th. Their focus was on heat stress in the workplace. No orders were issued as all documentation was posted as required.

Building Maintenance:

DSMA

- BM and Recreation staff recently installed a new auxiliary Nevco Score clock and Brownlee Equipment advertisement sign below the flags on the west gable end wall of the DSMA. A Genie lift was rented to do the work and staff also installed more protective netting in front of the clock and sign.

Haileybury Harbourplace

- Additional fencing was installed near the black fencing which overlooks the north marina. This is a temporary fix until we can decide on a permanent solution for the deck at this location.
- Harbourplace bathrooms were vandalized again July 27th, forcing us to temporarily close them for the third time this summer. Extensive damage was done as the toilets, doors, mirrors and one dispenser were damaged as well as three picnic tables. They have since reopened.

NL Marina

- Staff had to replace the main shut-off coming into the marina building as the line had developed a leak before the valve. A new leak was discovered on the line outside of the building on August 1st as it surfaced approximately 20 feet from the building. As of writing we were awaiting locates before the repairs can be made.

Programming:

PFC and Beach

- Summer swim lessons began on July 3rd and run through to the end of August.
- Beach lessons are running at Haileybury beach starting July 24th for swimmer programs this summer.
- Due to lifeguard shortages, the pool was closed on evenings and weekends for the month of July.

Age Friendly Program

- Women's Exercise Group at the Haileybury Arena Hall is continuing throughout the summer months. Every Tuesday and Thursday morning with approximately 12-18 participants per class.
- Kubb and horseshoes are scheduled once per week each with attendance around 12 for each activity each week.
- Food donations from Chartrand's Your Independent Grocer, for the Community Fridge, have been very consistent over the last 3 weeks with an average of 1-2 every week. This has allowed us to keep the fridge stocked. We have also been having lots of inquiries for donations from other community members and businesses. Staff have been spending extra time on this project and are working on incorporating more volunteers to lighten the load. Any food placed in this fridge typically gets taken within 36 hours. We've therefore been spacing out the donations we receive to try and keep the fridge from being empty at any given time.
- Music in the park at the New Liskeard Band Stand with Dan Allaire was cancelled July 6th due to weather and rescheduled for Friday June 28th. There are three other performances scheduled this summer, split between the NL bandstand and Harbourplace.

Healthy Kids Program

- A family yoga event took place at Harbourplace on July 10th.
- Family cooking sessions took place at the end of July. Parents and their children were invited to cook dinner together to bring home. 10 families took part.

- Healthy Kids sponsored healthy snacks and door prizes for the Soccer Fun Day on Saturday July 29th in partnership with the Temiskaming Shores Soccer Club.

Other Programming

- Staff are putting a booklet together with all the bike routes available in the community. These are currently only available on our website.
- We are continuing our bike across Canada community event. Participants send in their weekly kilometers cycled via email and staff tally the total on a map of Canada.
- Upcoming in August is a glow ride for kids in partnership with Tammy Beaudry from CSCT.
- The City hosted a free outdoor movie night on Sunday August 6th at the Dymond Firefighters Park. Staff some activities leading up to the Super Mario Bros Movie.
- The year end youth slopitch tournament (Gates Gala) are scheduled for mid-August.

Administration:

Splash Pad

- Staff completed the final reporting for the OTF grant and the park opened for a soft opening on August 2nd. City staff will be completing some seating installations this month and the park sign is still to be installed. Otherwise, all other construction is completed.

Vandalism

- Vandalism continues to be a problem throughout the City including the incident mentioned earlier in this report. The OPP have been supportive and are making progress.
- There was an incident on August 1st whereby a vehicle was dumped into Lake Temiskaming near the Haileybury Marina on Department of Fisheries and Oceans' property. City staff continue to assist the OPP as required.

Staffing

- We completed the hiring of Kristen Harburn as the new Energy and Climate Change Coordinator. She began the week of July 17th and I completed her onboarding that week.

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

2023 Budgeted Recreation Department Projects									
Project	Rec/ BM	Budgeted Cost	Project Lead	Project Method	Year	Capital/Operating	July 4, 2023		August 2, 2023
Splash Pad	Rec	\$ 522,000	Matt	RFP	2021	Capital	Contractor has been working on site since June 10th 7-days per week. Concrete pour was to occur on July 5th with completion expected in Mid-July. Staff will likely allow at least a week for the sod to establish before opening to the public.		The park is opening today for a soft opening. Staff still have to install seating around the park and get the sign installed.
NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	No change.		The sliding door was delayed again from the manufacturer. Our contractor was on site installing the doors today with full completion expected this month.
Olympia Replacement	Rec	\$ 170,000	Matt	RFT	2022	Capital	No change.		No change.
Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Kristen	Canoe	2023	Capital	Submission has been sent and are awaiting a response.		Submission was reviewed and further comments were sought from the City. Those comments were provided. FCM is to make a final decision before providing final notice.
NL Arena Condenser	Rec	\$ 120,000	Matt	Canoe	2023	Capital	No change.		Project is scheduled to take place the last week of August.
PFC Chlorination and Water Quality	Rec	\$ 60,000	Jeff	RFQ	2023	Capital	RFQ for water softener installation closed and a recommendation for award is in the council package.		PO for the installation has been provided to a contractor.
City Hall HVAC Recommissioning	BM	\$ 30,000	Matt	RFP	2023	Operating	No change.		No change.
Lions Courts Panel Replacement	Rec	\$ 9,000	Paul	RFQ	2023	Capital	Staff are evaluating options for funding.		No change.
Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	Material has been purchased and received on site.		No change.
Dog Park Lighting	Rec	\$ 40,000	Matt	RFQ	2023	Operating	Material is expected to arrive and be installed in July 2023.		Lights are being installed the week of July 31st
Hlby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	No change.		Staff met with a contractor to discuss options. The contractor reached out to a manufacturer who will price a custom fixture to meet our requirements.
<u>Rebecca St Playground</u>	<u>Rec</u>	<u>\$ 32,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>Installation is ongoing. Base has been prepped and equipment is being assembled.</u>		<u>Completed</u>
<u>Bleacher Replacement Dymond A/B</u>	<u>Rec</u>	<u>\$ 11,500</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Items received and will be assembled when staff time allows.</u>		<u>Completed</u>
<u>PFC Window Repairs</u>	<u>BM</u>	<u>\$ 15,000</u>	<u>Jeff</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>		<u>Completed</u>

<u>Ball Diamond Infield Material</u>	<u>Rec</u>	<u>\$</u> <u>15,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Motor/Pump Support Brackets</u>	<u>BM</u>	<u>\$</u> <u>5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Haileybury Fire Station</u>	<u>BM</u>	<u>\$</u> <u>2,513,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2021</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>
<u>Treadmill (1)</u>	<u>Rec</u>	<u>\$</u> <u>17,000</u>	<u>Jeff</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>
<u>Dymond Hall Floor Machine</u>	<u>BM</u>	<u>\$</u> <u>6,500</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Bucke Park Chalet Repair</u>	<u>BM</u>	<u>\$</u> <u>65,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>
<u>Picnic Tables</u>	<u>Rec</u>	<u>\$</u> <u>8,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Fire Pits</u>	<u>Rec</u>	<u>\$</u> <u>3,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>NL Arena Water Softening</u>	<u>BM</u>	<u>\$</u> <u>5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>

**FIRE DEPARTMENT ACTIVITY REPORT
OFFICE OF THE FIRE CHIEF**



August 8, 2023

EMERGENCY RESPONSES

Total responses for the period June 1, 2023 – July 31, 2023

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
25	Nil	Nil

Station 1 - Incident Response Summary (14 Calls)

- Fire Call, 369 Morissette Drive – Pre-Fire Condition – Other cooking/toasting (no fire).
- Fire Call, 378 Cecil Street – Pre-Fire Condition – Other cooking/toasting (no fire).
- Fire Call, 240 Georgina Avenue – False Alarm – Alarm System Malfunction.
- Fire Call, 393 Main Street – False Alarm – Alarm System Malfunction.
- Fire Call, 143 Bruce Street – False Alarm – Accidental Alarm Activation.
- Fire Call, 975077 Silver Centre Road – Open air burning/unauthorized – no uncontrolled fire.
- Fire Call, 240 Georgina Avenue – Open air burning/unauthorized – no uncontrolled fire.
- CO, 364 Buffam Drive – False Alarm – Equipment malfunction (no CO present).
- CO, 45 Birch Street – False Alarm – Equipment malfunction (no CO present).
- Gas Leak – Natural Gas, 777 Latchford Street.
- Gas Leak – Natural Gas, Albert Street and Rorke Avenue.
- Power Lines Down – Arcing, 115439 Quarry Road.
- MVC – Vehicle Extrication, Hwy 11 and Wilson Road.
- Assist Other FD – Mutual Aid, 81 Hillview Street, Latchford.

Activity Report – June 1, 2023 – July 31, 2023

Station 2 - Incident Response Summary (7 Calls)

- Fire Call, 197 May Street – False Alarm - Alarm System Malfunction.
- Fire Call, 130 Lakeshore Road – False Alarm – Accidental Alarm Activation.
- Fire Call, 27 Whitewood Avenue – False Alarm – Human Perceived Emergency (no fire).
- Fire Call, Regina Street and Whitewood Avenue – False Alarm – Engine Overheat (no fire).
- Fire Call, Armstrong Street (under Wabi bridge) – Open air burning/unauthorized – no uncontrolled fire.
- Gas Leak – Miscellaneous, 28 Regina Street.
- Animal Rescue, 10 Wellington Street.

Station 3 - Incident Response Summary (4 Calls)

- Fire Call, 998075 Hwy 11 – False Alarm – Accidental Alarm Activation.
- Fire Call, 998167 Hwy 11 – False Alarm – Other False Fire Call.
- Vehicle Collision, Hwy 569 and Development Road – Two Vehicle MVC.
- Vehicle Collision, 998063 Hwy 11 – Three Vehicle MVC.

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
65	\$190,000	\$2,769,000

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of June 1, 2023 – July 31, 2023, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
10	3	23		1		29	66

Total Inspections year to date 2023 – 240

Activity Report – June 1, 2023 – July 31, 2023

Public Education/Events

- Road Safety Day.
- Root Beer Festival.
- North on Tap.
- Wash for a Wish.
- St. Croix fun day.
- CJTT monthly morning chats.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

One charge during the Restricted Fire Zone, Burn in a Hazardous Environment. (OMNR)

TRAINING AND EDUCATION

- GPS Train the trainer, two members.
- Station 1 - Apparatus and Equipment, Hose Operations & Fire Streams, Overhaul, Property Conservation & Scene Preservation
- Station 2 – Apparatus and Equipment, Basic Pumper Operations, Fire Hydrants, Portable Fire Extinguishers
- Station 3 – Apparatus and Equipment, First Aid/CPR/AED, Basic Pumper Operations, Technical Rescue Support & Vehicle Extrication (Code 4), Hose Operations & Hose Streams

MAINTENANCE

- Regular maintenance.
- Annual pumper and ladder testing completed.

NEW BUSINESS

- Station 1 in service.
- Remote access vehicle in service Station 1.
- Regional Training Centre pilot to address training gaps in the north.
- Municipal and Fire Department Data Profile updated and submitted.
- One Invoice to MTO, one pending.

Subject: Lease Agreement with 2344 Royal
Canadian Army Cadet Corps

Report No.: CS-027-2023

Agenda Date: August 8th, 2023

Attachments

Appendix 01: Draft Lease Agreement (**Please refer to By-law 2023-093**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-027-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the 2344 Royal Canadian Army Cadet Corps effective September 1, 2023 to August 31, 2026 for consideration at the August 8th, 2023 Regular Council meeting.

Background

The Cadet Program is the largest federally sponsored youth program in Canada. Locally, the average enrollment is 30 cadets on an annual basis. The Canadian Cadet Organizations help develop skills that will help youth transition into adulthood, from good citizenship, leadership, and a focus on physical fitness.

The 2344 Royal Canadian Army Cadet Corps (RCAA) has been renting space in various City facilities since 2009 and have requested the current lease agreement be renewed for an additional three (3) years.

The cooperation from the City has directly attributed to the success of this program.

Analysis

A draft lease agreement between the City and RCAA is attached as Appendix 1. The current lease agreement expires on August 31st, 2023. During the term of the last agreement, the rental rates were increased \$5 per month. This increase is recommended during this new term as well.

Consultation / Communication

Financial / Staffing Implications

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

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

Rental rates will be as follows during the term of the agreement:

September 1, 2023 to August 31, 2024 - \$290.00 per month

September 1, 2024 to August 31, 2025 - \$295.00 per month

September 1, 2025 to August 31, 2026 - \$300.00 per month

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubych
 Director of Corporate
 Services

Amy Vickery
 City Manager

Subject: Municipal Insurance (2023-2024)

Report No.: CS-028-2023

Agenda Date: August 8th, 2023

Attachments

Appendix 01: Renewal Proposal

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-028-2023; and
2. That Council directs staff to prepare the necessary by-law to authorize the annual insurance premium payment for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services for July 1, 2023 to June 30, 2024 for consideration at the August 8th, 2023 Regular Meeting of Council.

Background

The City's coverage for Municipal Insurance and Risk Management Services with Marsh brokered by MIS expired on July 1, 2023.

Analysis

MIS offers a comprehensive municipal insurance package which has and is being used by hundreds of municipalities across the country including the City of Timmins, Cobalt, and Township of Armstrong.

The City's broker has negotiated the annual renewal. While we are still facing a hard insurance market, MIS has worked with our insurer to try and keep premium increases as low as possible. The renewal is up 9.6% over the expiring term.

Below is a summary of the renewal including associated premium increases:

Municipal General Liability, including Environmental Impairment Liability (EIL) - Increase of 10% due to market inflationary changes and claims deterioration

Umbrella - extra insurance that provides protection beyond existing limits and coverages of other policies - 15% due to market inflationary changes

Property - 8% increase applied to the limits to account for inflation

Automobile - 3% rate increase applied

Consultation / Communication

Consultation with Mr. Tim Hutchinson – Broker from MIS

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 ☐

For information purposes, previous premiums have been:

2021-2022 - \$613,635

2022-2023 - \$492,139

The budget incorporates 50% of the 2022/2023 premiums and 50% of the 2023/2024 premiums.

The premium is paid in full upon endorsement by Council with the unexpended 50% posted to a prepaid insurance account.

The 2023 Insurance Deductible budgeted remains at \$50,000.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyc
 Director of Corporate
 Services

Amy Vickery
 City Manager



Municipal Insurance Renewal Proposal for The Corporation of the City of Temiskaming Shores

June 30, 2023

Presented by:
Timothy Hutchison, President

MIS Municipal Insurance Services

A division of McDougall Insurance Brokers Ltd.

In Partnership with
Public Sector Division
Marsh Canada Inc.

This presentation is a condensed report of your insurance coverage. Nothing herein alters the terms, conditions and exclusions contained in the printed insurance contract.



The Corporation of the City of Temiskaming Shores

Insurance Proposal

Policy Period

01 July 2023 - 01 July 2024

28 June 2023

Important – Please Note The Following

Duty of Disclosure

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

Payment Terms

Premiums are due and payable on receipt of a Marsh invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

Period of Validity of Quote

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

Breach of Warranty or Subjectivity

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

Underinsurance

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

Underwriting / Binding Authority

Certain portions of this quotation of cover have been provided by Marsh Canada Limited acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. Marsh Canada Limited is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where Marsh Canada Limited does not act in an underwriting

capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by Marsh Canada Limited from the Insurer.

Material Changes From Expiring Policy

You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.

Risk And Claims Information

This proposal has been based on the risk and claims information provided and/or verified by you to Marsh Canada Limited. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

Taxes Payable By Insureds

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by Marsh Canada Limited in addition to the premiums quoted: Provincial Sales Tax

Canadian Councils Liability

Limits of Liability:	\$	5,000,000	General Liability, including Sudden and Accidental Pollution any one Occurrence
	\$	5,000,000	and in the Annual Aggregate for Products and Completed Operations during the Policy Period
Extensions of Coverages:	\$	5,000,000	Employers' Liability; any one Claim
	\$	5,000,000	Tenant Legal Liability; any one Occurrence
	\$	5,000,000	Employee Benefit Liability; any one Claim
	\$	5,000,000	Incidental Medical Malpractice; any one Claim Retroactive Date: November 15, 1993
	\$	50,000	Voluntary Medical Payments; any one Claim and in the Annual Aggregate during the Policy Period
	\$	2,000,000	Forest Fire Fighting Expense; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$	50,000	Voluntary Payment for Property Damage; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$	250,000	Incidental Garage Operations; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$	1,000,000	Municipal Marina Legal Liability; any one Pleasure Craft
	\$	1,000,000	Municipal Marina Legal Liability; in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	\$	500,000	Wrongful Dismissal (Legal Expense); any one Claim and in the Annual Aggregate during the Policy Period
	\$	100,000	Conflict of Interest Reimbursement Expenses; any one Claim
	\$	100,000	Legal Expense, Reimbursement Expenses; any one Claim and
	\$	500,000	Legal Expense, Reimbursement Expenses; in the Annual Aggregate during the Policy Period
	\$	5,000,000	Non-Owned Automobile (including Contractual Liability for Hired Automobiles); any one Occurrence
	\$	250,000	Legal Liability for Damage to Hired Automobiles; any one Occurrence
	\$	5,000,000	Wrap-Up Liability – Difference in Conditions and Difference in Limits; any one Occurrence
Endorsements:	\$	5,000,000	Municipal Errors and Omissions Liability; any one Claim and in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$	5,000,000	Environmental Impairment Liability; any one Claim and
	\$	5,000,000	Environmental Impairment Liability; in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$	250,000	Abuse / Molestation Liability; any one Claim and
	\$	500,000	Abuse / Molestation Liability; in the Annual Aggregate during the Policy Period Retroactive Date: June 29, 2022
	Voluntary Compensation; As per Endorsement No. 4 – Schedule of Benefits		
	\$	5,000,000	Police Officer Assault; any one Occurrence

Deductible(s):	<p>\$ 50,000 Public Entity General Liability; any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period, per Claimant in respect of Sewer Back-up</p> <p>\$ 50,000 Extensions of Coverage; per Occurrence / per Claimant for all Extensions of Coverage except;</p> <p>NIL Extensions of Coverage; any one Occurrence with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement As per Endorsement No. 4 – Schedule of Benefits for Voluntary Compensation</p> <p>\$ 1,000 Extensions of Coverage; with respect to Legal Liability for Damage to Hired Autos</p> <p>\$ 50,000 Extensions of Coverage; with respect to Wrongful Dismissal (Legal Expense)</p> <p>\$ 50,000 Municipal Errors and Omissions Liability; any one Occurrence</p> <p>\$ 50,000 Environmental Impairment Liability; any one Claim</p> <p>\$ 50,000 Abuse / Molestation Liability; any one Claim</p> <p>\$ 50,000 Police Officer Assault; any one Occurrence</p>
Claims Made Coverage Note:	<p>Certain sections of this policy are written on a CLAIMS MADE basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.</p>
Endorsements:	<p>Communicable Disease Exclusion Endorsement including \$1,000,000 write-back</p> <p>PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION (For use on liability (re)insurance policies)</p> <p>The following exclusion applies only to the Insured's water treatment, water supply and firefighting operations:</p> <ol style="list-style-type: none"> 1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS. 2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS. 3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one: <ol style="list-style-type: none"> a. perfluorinated methyl group (-CF₃); or b. perfluorinated methylene group (-CF₂-). <p>LMA5595 amended 29 July 2022</p>
Policy Form:	EK2004502 B0509BOWCI2251075
Insurer(s) and Proportion of Participation(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
Subject To:	<p>Terms will remain as indicated subject to no claims deterioration as of July 1, 2023</p> <p>An updated BFL loss run with no material deterioration before binding</p>

Canadian Councils Excess Umbrella Liability (1st Layer)

Limit of Coverage:	\$ 20,000,000 any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement \$ 20,000,000 any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations \$ 20,000,000 any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability \$ 20,000,000 any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
Excess of Underlying Coverage(s) and Limit(s):	\$ 5,000,000 any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement \$ 5,000,000 any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period \$ 5,000,000 Incidental Medical Malpractice; any one Claim \$ 5,000,000 Municipal Errors and Omissions; in the Annual Aggregate \$ 5,000,000 Employer's Liability and Tenant's Legal Liability; any one Occurrence \$ 5,000,000 Employee Benefits Liability; any one Claim \$ 5,000,000 Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence \$ 5,000,000 Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
Claims Made Coverage Note:	<p>Certain sections of this policy are written on a CLAIMS MADE basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.</p>
Retained Limit:	\$ NIL
Endorsements:	<p>Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7</p> <p>Excluding coverage sub-limited within the Primary</p> <p>Excluding Communicable disease absolutely</p> <p>PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)</p> <p>EXCLUSION (For use on liability (re)insurance policies)</p> <p>The following exclusion applies only to the Insured's water treatment, water supply and firefighting operations:</p> <ol style="list-style-type: none"> 1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS. 2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS. 3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at

	<p>least one:</p> <p>a. perfluorinated methyl group (-CF₃); or</p> <p>b. perfluorinated methylene group (-CF₂-).</p> <p>LMA5595 amended 29 July 2022</p>
Policy Form:	EK2004498 B0509BOWCI2251076
Insurer(s) and Proportion of Participations(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
Subject To:	Terms will remain as indicated subject to no claims deterioration as of July 1, 2023

Canadian Councils Excess Umbrella Liability (2nd Layer)

Limit of Coverage:	<div>\$ 25,000,000 any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement</div> <div>\$ 25,000,000 any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations</div> <div>\$ 25,000,000 any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability</div> <div>\$ 25,000,000 any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability</div>
Excess of Underlying Coverage(s) and Limit(s):	<div>\$ 25,000,000 any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement</div> <div>\$ 25,000,000 any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period</div> <div>\$ 25,000,000 Incidental Medical Malpractice; any one Claim</div> <div>\$ 25,000,000 Municipal Errors and Omissions; in the Annual Aggregate</div> <div>\$ 25,000,000 Employer's Liability and Tenant's Legal Liability; any one Occurrence</div> <div>\$ 25,000,000 Employee Benefits Liability; any one Claim</div> <div>\$ 25,000,000 Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence</div> <div>\$ 25,000,000 Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence</div>
Claims Made Coverage Note:	<p>Certain sections of this policy are written on a CLAIMS MADE basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.</p>
Retained Limit:	\$ NIL
Endorsements:	<p>Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7</p> <p>Excluding coverage sub-limited within the Primary</p> <p>Excluding Communicable disease absolutely</p> <p>PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION (For use on liability (re)insurance policies)</p> <p>The following exclusion applies only to the Insured's water treatment, water supply and firefighting operations:</p> <ol style="list-style-type: none"> This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

	<p>6. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:</p> <p>a. perfluorinated methyl group (-CF₃); or</p> <p>b. perfluorinated methylene group (-CF₂-).</p> <p>LMA5595 amended 29 July 2022</p>
Policy Form:	EK2004498 B0509BOWCI2251075
Insurer(s) and Proportion of Participations(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
Subject To:	Terms will remain as indicated subject to no claims deterioration as of July 1, 2023

Combined Physical Damage & Machinery Breakdown

Coverage:	Property Of Every Description – All Risks of Direct Physical Loss or Direct Physical Damage (Subject to Policy Exclusions)	
Limits of Liability:	\$ 89,538,639	Blanket Limit of Loss on Blanket Property of Every Description including Machinery Breakdown
	\$ 86,313,639	Total Insured Value
	\$ 100,000	Computer/Electronic Data Processing (Included in Blanket Limit)
	\$ 3,246,175	Movable Contractor's Equipment (Not Included in Blanket Limit)
	\$ 375,234	Recycling Facility (Not Included in Blanket Limit)
	\$ 322,466	Marina (Not Included in Blanket Limit)
	\$ 600,000	Business Income - Excess (Included in Blanket Limit)
Physical Damage Extensions of Coverage:	The limits for the following extensions of coverage are included in the Blanket Limit shown above:	
	\$ 500,000	Valuable Papers;
	\$ 500,000	Extra Expense;
	\$ 500,000	Accounts Receivable;
	\$ 500,000	Gross Rentals;
	\$ 500,000	Computer Media;
	\$ 25,000	Fine Arts (Agreed Value);
	The limits for the following extensions of coverage are in addition to the Blanket Limit shown above:	
	\$ 1,000,000	Newly Acquired Property;
	\$ 1,000,000	Building in the Course of Construction; Contractors and Consultants
	\$ 500,000	Property in Transit;
	\$ 1,000,000	Unnamed Locations;
	\$ 500,000	Expediting Expense;
	\$ 600,000	Business Interruption – Profits; Subject to maximum of \$25,000 per
	\$ 1,000,000	Contingent Business Interruption;
	\$ 100,000	Fire Extinguishing Material and Fire Fighting Expense;
	\$ 500,000	Professional Fees;
	\$ 10,000	Master Key;
	\$ 100,000	Land and Water Pollution Clean Up Expense;
	\$ 100,000	Stock Spoilage;
	\$ 100,000	Commercial Property Floater;
	\$ 1,000,000	Off Premises Service Interruption;
	\$ 100,000	Exhibition Floater;
	\$ 100,000 or 10%	Environmental Upgrade;
	\$ 15,000	Money, Cash Cards and Securities;
	\$ 15,000	Preservation of Property;
	\$ 25,000	Technological Advancement;
	\$ 1,000,000	Demolition and Increased Cost of Construction;
	\$ 50,000 / \$ 100,000	Prevention of Ingress / Egress; 4 weeks
	\$ 100,000 or 25%	Debris Removal;
	\$ 15,000	Property of Councillors, Board Members and Employees; any one loss (\$25,000 maximum annual policy limit)

Insurance Proposal

Machinery Breakdown:	<p>\$ 1,000,000 Newly Acquired Property;</p> <p>\$ 500,000 Expediting Expense;</p> <p>\$ 500,000 Professional Fees;</p> <p>\$ 100,000 Consequential Damage;</p> <p>\$ 500,000 Hazardous Substance;</p> <p>\$ 10,000 Data and Media;</p> <p>\$ 500,000 Ammonia Contamination;</p> <p>\$ 500,000 Water Escape;</p> <p>\$ 10,000 Reproduction Costs;</p> <p>\$50,000 / \$100,000 Interruption by Civil Authority; 4 weeks</p>
Endorsements:	Automobile Replacement Cost Deficiency Endorsement
Deductible(s):	<p>\$ 25000 each occurrence for all losses except</p> <p>\$ 1000 each Computer/Electronic Data Processing loss</p> <p>\$ 1000 each Fine Arts loss</p> <p>\$ 100,000 Each Flood loss</p> <p>5 % of total insured value or 100,000 minimum, whichever is greater, each Earthquake occurrence</p>
Policy Form:	Municipal Insurance Program - Master Policy (January 1, 2022)
Insurer(s) and Proportion of Participations(s):	<p>Physical Damage:</p> <p>Aviva Insurance Company of Canada : 70%</p> <p>Zurich Canada: 30%</p> <p>Machinery Breakdown:</p> <p>Aviva Insurance Company of Canada : 100%</p>
Subject To:	<p>A Schedule of Property including Construction, Occupancy, Protection, Exposure, civic address including postal codes for all locations.</p> <p>Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment.</p> <p>All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</p> <p>Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</p> <p>All locations may be subject to Engineering Inspection.</p> <p>Terms will remain as indicated subject to no claims deterioration as of July 1, 2023.</p>
Changes from Expiring Policy:	<ul style="list-style-type: none"> Property for councillor's has increased to \$15,000 and now includes, Board Members and Employees Technological Advancement has been added for \$25,000 Environmental Upgrade has been added for a limit of \$100,000 or 10%

Comprehensive Crime

Limits:	\$	1,000,000	Employee Dishonesty – Form A
	\$	200,000	Broad Form Loss of Money (Inside Premises)
	\$	200,000	Broad Form Loss of Money (Outside Premises)
	\$	200,000	Money Orders & Counterfeit Paper Currency
	\$	1,000,000	Depositors Forgery
	\$	200,000	Professional Fees / Audit Expenses
	\$	200,000	Computer Fraud or Funds Transfer Fraud
Deductible(s):	\$	NIL	per Loss
Policy Form:	Master Crime Wording (April 2012)		
Insurer(s) and Proportion of Participations(s):	Aviva Insurance Company of Canada – 100%		
Subject To:	<p>Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</p> <p>All cheque requisitions and issued cheques containing dual signatures.</p> <p>If the above is not part of your internal Financial controls, please provide explanation(s).</p> <p>Terms will remain as indicated subject to no claims deterioration as of July 1, 2023</p>		

Automobile Insurance (Ontario)

Limits:	\$ 5,000,000 Liability – Bodily Injury / Property Damage Accident Benefits – Basic Benefits; Limits as stated in Policy Accident Benefits – Options; None Selected; Limits as stated in Policy Uninsured Automobile; Limits as stated in Policy Direct Compensation – Property Damage; Limits as stated in Policy Loss or Damage – All Perils Deductible: \$5,000
Endorsements:	OPCF 3 Drive Government Automobiles Endorsement OPCF 4A Permission to Carry Explosives OPCF 4B Permission to Carry Radioactive Material OPCF 5 Permission to Rent or Lease OPCF 6A Permission to Carry Paying Passengers for Compensation Endorsement OPCF 20 Loss of Use Endorsement - Applicable to Light Units per occurrence (Applicable only to Private Passenger Vehicles and Light Commercial Vehicles) OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment OPCF 24 Freezing of Fire-Fighting Apparatus OPCF 31 Non-Owned Equipment OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers OPCF 43R Removing Depreciation Deduction – 24 Months New OPCF 44 Family Protection Endorsement Applicable to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles OPCF 25 Alteration Endorsement OPCF 38 Agreed Limit for Automobile Electronic Accessories & Equipment - Applies to all Units - \$1,500 Limit Notice of Cancellation Ninety (90) Days Tarmac Exclusion
Policy Form:	Provincial Statutory Owners Policy
Insurer(s) and Proportion of Participations(s):	Aviva Insurance Company of Canada – 100%
Subject To:	Terms will remain as indicated subject to no claims deterioration as of July 1, 2023

Councillors' Accident Coverage

Limits of Coverage:	\$250,000 Principal Sum
Included Coverage:	Number of Councillors: 7 24 Hour Coverage Based on Members Out of Province Emergency Medical Coverage for 30 day's including Spouse's Coverage
Policy Form:	Insurers Standard Form
Insurer(s) and Proportion of Participations(s):	AIG Insurance Company of Canada – 100%
Subject To:	\$2,500,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of July 1, 2023

Volunteer Fire Fighters' Accident Coverage

Limits of Coverage:	\$ 150,000 Principal Sum \$ 300 Disability Benefit 1st 4 weeks \$ 500 Disability Benefit after 4 weeks While on Duty Only Coverage
Policy Form:	Insurers Standard Form
Insurer(s) and Proportion of Participations(s):	AIG Insurance Company of Canada – 100%
Subject To:	Terms will remain as indicated subject to no claims deterioration as of July 1, 2023

LCIS – Annual Low Risk Events Liability

Limits of Coverage:	\$	5,000,000	Bodily Injury & Property Damage any one Occurrence
	\$	5,000,000	Products & Completed Operations Aggregate
	\$	2,000,000	Personal Injury & Advertising Liability
	\$	10,000	Medical Payments per Person
	\$	50,000	Medical Payments per Accident
	\$	5,000,000	Tenant’s Legal Liability
	\$	5,000,000	Incidental Medical Malpractice Liability
	\$	2,000,000	Non-Owned Automobile Liability
	\$	50,000	SEF 94 – Legal Liability for Damage to Non-Owned Autos
	\$	1,000,000	Fire Fighting Expense Liability
Endorsements:	USA Jurisdiction Fire Fighting Expense Liability Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information Intention for AIF to bind Clause Lloyd’s Underwriters Policyholder’s Complaint Protocol		
Additional Endorsements:	Additional Insured Vendor Liability Endorsement		
Deductible:	\$1,000	per Loss but only with respect to Property Damage Liability, Tenant’s Legal Liability and SEF 94 – Legal Liability for Damage to Non-Owned Autos	
Policy Form:	GL 2020		
Insurer(s) and Proportion of Participations(s):	Certain Lloyd’s Underwriters (Syndicate 1886) – 100%		
Subject To:	Terms will remain as indicated subject to no claims deterioration as of effective date July 1, 2023 Provision of an updated Marsh Annual Low Risk Events Liability Application or please provide confirmation of no event losses from the past 5 years upon binding.		



Acceptance of Municipal Insurance Program Proposal

To: Marsh Canada Limited
Public Sector Division
120 Bremner Boulevard, Suite 800
Toronto, Ontario Canada M5J 0A8
Telephone: 416 868 2600

Policy Term (mm/dd/yy): **July 1, 2023 – July 1, 2024**

Annual Premium: **\$539,458**

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of **The Corporation of the City of Temiskaming Shores**

Authorized Signature

Date

Please print the name of the person signing above

Implementation of Limit of Liability:

In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to you or your affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.



Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, Ontario M5J 0A8
+1 416 868 2600

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A business of Marsh McLennan

Subject: Land Disposition – Haileybury Fire Hall

Report No.: CS-029-2023

Agenda Date: August 8th, 2023

Attachments

- Appendix 01:** Section 4.8 of the City's Official Plan
Appendix 02: Section 7 of the City's Zoning By-law
Appendix 03: Draft Request for Tender CS-RFT-001-2023

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-029-2023; and
2. That Council directs staff to release a Request for Tender (RFT) for the disposition of the former Haileybury Fire Hall building located at 468 Georgina Ave. with a minimum tender amount of \$223,000.

Background

The former Haileybury Fire Hall was constructed in 1923. It was built to replace the old Fire Hall that burnt in Haileybury's Great Fire of 1922.

In 2021, Council approved the construction of a new fire hall in Haileybury as part as the Municipal Budget process and in July of 2023 that construction was complete. To date all equipment and apparatus have been moved to the new location. The old Fire Hall is now vacant; however, the City continues to expend funds on the utilities and insurance of the building.

Staff is recommending the sale of the Haileybury Fire Hall on Georgina Ave.

Analysis

Over the years, Council has had many discussions on the state and repair of the Fire Hall. Minor renovations and repairs were completed in order to maintain the integrity and safe use of the building. Today, the building appears to be in good repair.

Located on the property is the old fire bell that was used to warn the community of fire and other emergencies and signal curfews is still located on the north side of the property. The bell continues to commemorate Haileybury Legion Branch 54 Remembrance Day services and is dedicated to all past and present Firefighters of the Haileybury Fire Department, to all those who continue to preserve the rich heritage of the department and all those touched by the Great Fire of 1922. The bell will be addressed during the sale process to ensure it remains in place.

The property is zoned Downtown Commercial Haileybury (C1A) in the City's Zoning By-law and designated Town Centres in the City's Official Plan.

The disposal of Municipally owned property is governed through the City's Land Disposition By-law No. 2015-160. Based on Section 11 of the By-law, the City is not required to give public notice or hold a public meeting prior to consideration of a by-law to dispose of the land based on the Zoning.

Further, in accordance with the Land Disposition By-law, staff considered two (2) options for the disposition of the Haileybury Fire Hall building:

1. Public Tender as a method of disposal; or
2. Request for Proposals as a method of disposal.

Note: The Public Tender (RFT) method is a formal request for prices where a clear or single solution exists. The Request for Proposal (RFP) method allows bidders to propose solutions or methods to arrive at a desired result. The solicitation of proposals through the RFP process is used as a basis for entering into an agreement, where specification and price are not necessarily the predominant award criteria.

By-law 2015-160 outlines a variety of methods for disposal and for determining fair market value:

Section 3: Disposal Methods

One or more of the following disposal methods may be utilized:

1. Direct sale by the City
2. Public Tender or Request for Proposals
3. Public Auction
4. Listing land with a broker and/or real estate firm at a negotiated commission
5. Posting on the proposed land to be sold a "For Sale" sign which will include contact information for inquiries
6. Funding agreements
7. Direct negotiation
8. Direct advertising
9. Property exchange

Section 4: Determining Fair Market Value

One or more of the following methods may be utilized to determine the fair market value:

1. Obtaining an appraisal
2. Using the assessed value
3. Comparing recent sales of similar properties based on willing buyer / willing seller
4. Using recent appraisals for similar properties

The assessed MPAC value of the property is \$223,000.

Staff is recommending a public tender process for disposition and determining fair market value using the assessed value of \$223,000.

It is important to note that any residential development would likely trigger the need for a Record of Site Condition.

Although, “fire station” is not specifically categorized in the legislation the decision would be based on consultation with the Chief Building Official and Ministry of the Environment. This would be addressed during the change of use process as well as obtaining a building permit.

It was also noted that the laneway to the south of the property has been maintained for safety and municipal use purposes while the building was operating as a fire hall. This laneway is no longer being maintained.

Upon closing of the tender process, staff will present Council with an administrative report for Council’s consideration outlining the results of the process, and staff’s recommendation on how to proceed with the potential sale.

Relevant Policy / Legislation / City By-Law

- [City of Temiskaming Shores Official Plan](#)
- [City of Temiskaming Shores Comprehensive Zoning By-law](#)
- [City of Temiskaming Shores Disposition of Land By-law](#)

Consultation / Communication

- Consultation with the Fire Chief and Senior Management Team

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 subject lands are currently exempt from property taxation. The potential sale would revert the property into a taxable assessment, thereby increasing the assessment base and tax revenue.

In accordance with the City's Disposal By-law No. 2015-160, proceeds from the disposal of land to the following two reserves:

1. Proceeds from the disposal of parkland shall be directed to the Cash-in-lieu of Parkland Reserve Fund to be used for park and other public recreation purposes.
2. Proceeds from the disposal of other land shall be directed to the Community Development Reserve.

Alternatives

Council could direct staff not to dispose of the Haileybury Fire Hall.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyc
Director of Corporate
Services

Amy Vickery
City Manager

- e. All development shall be subject to the mine hazards policies of this Plan (see Section 13.14 and 15.19).
- f. All development of buildings and facilities in the boat house facility policy area will be characterized by high quality design. Where necessary, landscaping features will be utilized in the boat house facility policy area to provide natural buffers and maintain privacy and security. Any such landscaping features shall comply with all municipal by-laws, such as but not limited to the City's Fence By-law.
- g. The lands shall be appropriately zoned and are subject to site plan control

4.8 Town Centres

1. Town Centres as designated on the Land Use Schedules historically have been the magnetic centres of towns, places where people are drawn to do business, shop, visit, dine and just watch other people. Main streets are the core of the communities of New Liskeard and Haileybury, areas that set the tone, and create the identity and

image of the community to its residents and to visitors. Each of the Town Centres has a different role. New Liskeard's town centre is the City's primary commercial area with an extensive variety of commercial uses intermixed with public service and residential uses. Haileybury's town centre serves a more localized market area with a limited scope of commercial services intermixed with institutional uses (i.e. court house, land registry office) and residential uses. Town Centres will be recognized for their different roles. New Liskeard's town centre will be promoted and encouraged to be developed as the primary central commercial district in the City. Haileybury's town centre will be recognized for providing services to a local market within a largely residential setting.

2. The intent of the Plan is to strengthen the role of New Liskeard's town centre as key to the economic health of Temiskaming Shores through the following policies:

- a. New Liskeard's town centre will be sustained as the City's primary commercial area, characterized as an area of mixed-use development dominated by a full range of retail, service commercial uses, financial, professional and personal service uses and upper storey commercial and residential uses. Large format retail stores will be strongly encouraged to locate in the town centre.
- b. Existing residential and other uses will also be permitted; however, new standalone residential uses will be discouraged.
- c. On the western perimeter of New Liskeard's town centre, on Whitewood Avenue, new retail format commercial uses will also be permitted as well as a mixed use node of existing commercial, residential and industrial uses along Rokeby, Scott, and Jaffray Streets and Whitewood Avenue. Residential buildings may be converted to professional offices, personal service uses and small scale commercial uses between Wellington, Paget and Scott Streets provided any impacts of

conversions on abutting residential uses are addressed (e.g. parking, access).

- d. Haileybury's town centre will be developed as a local commercial centre where the scope of land uses will include retail, personal and service commercial uses, residential and public service uses. Residential uses will include standalone and upper storey dwellings.

3. Community improvement will be used to help create vibrant town centres through initiatives and programs to rehabilitate infrastructure; incorporate an accessible street design; enhance streetscaping (e.g. benches, waste receptacles, pocket parks, landscaping, boulevard shade trees, pedestrian scale or heritage lighting, public art and murals, bicycle parking); refurbish commercial façades; retrofit upper storeys for residential intensification; facilitate affordable housing; improve signage; introduce gateways

at entry points to the downtown; increase off-street parking; and bury overhead wiring. Council may use financial incentives for retrofitting brownfield sites, where applicable and to encourage improvements to private properties. Property standards will apply to sustain the building stock in good repair.



4. Exemptions to parking standards may be permitted, where appropriate.

5. Adaptive re-use of buildings will be encouraged. New street level residential uses will be prohibited on Whitewood Avenue and Armstrong Street between the Post Office and the bridge.

6. The City will encourage accessibility improvements to all buildings in the town centre.

7. Redevelopment and expansions to existing developed lands will be encouraged subject to available servicing, access and an adequate lot size for the intended use.

8. The character of the existing street profiles will be maintained with respect to building height, architectural compatibility, zero front and side yard setbacks, and width of sidewalks.

9. A market study may be required for commercial development proposals in

excess of 1,800 m² [19,376 ft.²] to assess the impacts on the Town Centres to ensure the continued sustainability of these core commercial areas

10. Development and redevelopment will be subject to the Urban Design Principles of this Plan (see section 4.9).

4.9 Urban Design Principles

1. Good urban design seeks to create a safe, functional and attractive built environment. The City is committed to achieving a high standard of urban design through applying the following urban design principles in the review and approval of development applications:

2. Create streets and public places that are safe, lively and comfortable:

- a.** Design street lighting and site lighting for clarity of night-time visibility for pedestrians, cyclists and motorists;
- b.** Create play areas and public places or common areas (e.g. squares, patios, parkettes,

speakers corner and other public gathering points and places) which provide opportunities for social interaction, public events and recreation or leisure activities and which are clearly accessible to all users and visible with multiple entry and exit points;

- c.** Provide unobstructed sight lines along pedestrian and cyclist routes and motor vehicle access and exits;
- d.** Encourage mixed use activity areas to create 'busy' public spaces that permit casual surveillance or 'eyes-on-the-street';
- e.** Separate pedestrian, cycling and motorized activities;
- f.** Create gateways to neighbourhoods.

3. Promote pedestrian friendly design:

- a.** Plan for convenient walking distances to transit and parks

- b.** Create dedicated walkways and pathways/trails to link activity nodes (e.g. home-to-work);
- c.** Provide sidewalk linkages and crosswalks.

4. Create opportunities for energy conservation:

- a.** Orient buildings to take advantage of solar gain;
- b.** Retain/plant and maintain shade trees for summer cooling and winter shelter;
- c.** Encourage pedestrian and bicycle usage over vehicle travel;
- d.** Encourage energy efficient





construction (e.g. LEED);

- e. Encourage the installation of micro-scale alternative and renewable energy systems (e.g. solar panels, wind turbines);
- f. Recycle stormwater run-off.
- g. Encourage the use of transit.
- h. Encourage the use of green infrastructure and systems (e.g. use of permeable surfaces, swales, rainwater catchment devices and vegetation, green façades, green/grass roofs and passive design by landscaping, geo-thermal facilities, biological wastewater treatment systems, passive, bio-based and solar-based energy

systems and facilities, solar shading, use of recycled building and construction, and renewable resource materials, waste diversion, etc.)



5. Protect views and vistas of built and natural landmarks:

- a. Conserve views and vistas of Lake Timiskaming and the escarpment overlooking the Clay Belt;
- b. Use architecture to create landmarks;
- c. Provide special attention to existing architectural landmarks (e.g. Court House, Haileybury waterfront pavilion, New Liskeard Post Office, etc.).

- d. Encouraging and facilitating a program for the display and installation of public art in public buildings, and public places using a variety of media. Public art may include free-standing sculpture, paintings, gates and arches, murals, art-glass windows, kinetic artworks, fountains etc. Public art should be used to celebrate historical events, create themes, to stimulate play, creativity and imagination to create landmarks and to enhance the aesthetic and visual attributes of the community.

6. Create a safe liveable winter city:

- a. Build in measures to protect pedestrians and properties from the impacts of climate such as minimizing snow drifting at entrance points to buildings and at emergency exits, avoiding structures which allow snow or ice to fall onto sidewalks or pedestrian pathways, using landscaping for summer cooling or shelter from wind, maximizing sun

light penetration, avoiding sun shadow on adjacent properties, providing weather protected pedestrian spaces and bus shelters;

- b.** Provide for snow storage in site design;
- c.** Ensure that signage for accessible facilities are visible under winter conditions.

7. Conserve architectural heritage:

- a.** Conserve significant heritage resources including buildings, structures, and streetscapes through preservation (e.g. maintain or restore a heritage resource within its context or setting), or through adaptive re-use (e.g. rehabilitation of a heritage resource for a new use or function);
- b.** Sensitively rehabilitate heritage buildings where required to improve accessibility, etc., while having lowest impact on heritage features;

c. Provide for consistency and coherence in the architectural design of buildings in town centres and established neighbourhoods.

d. Maintain a consistent height and character profile for the height, density, massing and architectural style of buildings, notably for infill and intensification projects.

e. Conserve the heritage attributes of the shoreline of Lake Timiskaming.

8. Ensure compatible design:

a. Ensure that the design of medium and high density residential uses is architecturally compatible with surrounding lower density housing (e.g. conserve privacy of adjacent back yards, avoid sun shadow, provide reasonable transition in building heights);

b. Provide a variety of individual housing designs to create interesting streetscapes;

c. Encourage theme designs for façades, signage and building materials in commercial and industrial areas;

d. Locate loading and service areas to avoid negative visual and nuisance impacts on nearby residential areas;

e. Locate or mitigate HVAC noise from sensitive receptors;

f. Clusters of existing commercial or mixed uses in Residential Neighbourhoods may be expanded provided they are compatible with adjacent residential uses. Impacts may be mitigated by landscaping, visual buffering, increased setbacks and separation distances;

g. Industrial uses with significant nuisance impacts should be directed away from light industrial uses, commercial and institutional uses while employment areas in general should be buffered from residential uses. Reference should be made to MOE D-1

and D-6 Guidelines (see Planning Resource Kit).

9. Design with Nature:

- a.** Integrate the protection of natural features into the design of subdivisions and sites through zoning and site plan control (e.g. escarpments, river valleys, woodlots, rock outcrops);
- b.** Provide for tree replacement plans and construction mitigation plans for all new development;
- c.** Maximize the retention of existing (native) vegetation for all development and provide for the reinstatement, restoration or enhancement of vegetated areas wherever feasible;
- d.** Minimize grading and hydrogeological changes to avoid disruption to natural ecosystems;
- e.** Target a minimum of 25% for landscape coverage for new commercial, industrial, institutional and medium and

high density developments. Secure higher percentages through bonusing and easements or other incentives;

- f.** Conserve a Ribbon-of-Life vegetation and wildlife/aquatic corridor along shorelines of lakes and rivers in their natural state;
- g.** Retain, detain and recycle stormwater to avoid excess run-off, erosion and sediment discharge.
- h.** Incorporate trees and vegetation (as well as buildings) to increase cooling breezes or shade in the summer and to reduce wind velocity or create shelter belts in the winter.
- i.** Conserve the biodiversity and ecological benefits of nature through such measures as sustaining and enhancing the diversity of natural ecosystems (e.g. shoreline, woodlands, and riverine areas) and by conserving natural

habitat areas in urban and rural design.

10. Design for accessibility and circulation:

- a.** Incorporate barrier-free design for new development;
- b.** Incorporate standards for accessible parking into zoning and site plan control agreements;
- c.** Ensure the street network accommodates all intended users (e.g. automobiles, public transit, emergency vehicles, pedestrians, persons with a variety of abilities, motorized mobility aids and cyclists) to ensure that they can interact and move safely;
- d.** Provide sight triangles at street intersections;
- e.** Provide adequate intersection spacing for streets and driveways with unobstructed sight lines;
- f.** Where appropriate, incorporate traffic calming elements to moderate vehicle

speeds and promote pedestrian and cyclist movement;

- g.** Encourage snowmobile and ATV access to lodging, fuel, repair and eating facilities.

11. Site Design:

- a.** Provide barrier-free access from buildings to sidewalks through dedicated pathways or sidewalks;
- b.** Locate parking areas in close proximity to building entrances. However, parking areas shall generally be located to the side or rear of buildings;
- c.** Link parking lots to abutting uses to provide movement between lots;
- d.** Provide adequate lighting levels and uniform coverage in parking areas and pedestrian walkways. Screen lighting from glare onto adjacent residential properties and public streets;

- e.** Provide clearly defined access routes and signage for designated fire routes;

- f.** Provide convenient and easily visible locations for accessible parking, bicycle and motorcycle parking including the provision of end trip facilities for bicycles (e.g. bike racks). Encourage the provision of parking areas for motorized mobility aids;

- g.** Locate storage areas or provide adequate visual buffering to fully screen from adjacent public streets and sensitive land uses;

- h.** Locate drive-through windows/services away from residential areas;

- i.** Provide adequate off-street stacking spaces for drive-through facilities and to avoid illumination of vehicle headlights on neighbouring properties;

- j.** Minimize hard surfaces;

- k.** Provide for legible signage and consolidate signage for multiple uses.

4.10 Rural Area

- 1.** The Rural Area will be conserved for the management or use of natural and renewable resources, principally agriculture, mining, mineral aggregates, and the protection of natural heritage features and water features. Recreational activities, infrastructure and public services facilities appropriate to the rural setting (e.g. waste management facilities, communication facilities, energy facilities, cemeteries) may also be permitted.
- 2.** Policies for land use and other activities listed above are found in this Plan as follows:
 - a.** Agriculture
 - b.** Mineral Aggregate Resources
 - c.** Mining
 - d.** Natural Environment
 - e.** Tourism, Recreation facilities

Section 7: Commercial Zones

7.1 Establishment of Commercial Zones

The Commercial Zones established by this By-law are:

ZONE	SYMBOL	DESCRIPTION
General Commercial Zone	C1	Traditional downtown and general commercial areas (New Liskeard)
General Commercial Zone	C1A	Traditional downtown and general commercial areas (Haileybury)
Highway Commercial Zone	C2	Highway commercial areas
Neighbourhood Commercial Zone	C3	Neighbourhood commercial uses that provide services to the local neighbourhood
Tourist Commercial Zone	C4	Commercial properties providing primarily tourist accommodation and camps.

7.2 General Prohibition

No person shall within any Commercial Zone, use any land, or erect, alter, or use any building or structure except as specified hereunder, and in accordance with all other applicable provisions of this By-law.

7.3 Permitted Uses

Uses permitted in a Zone are noted by the symbol '●' in the column applicable to that Zone and corresponding with the row for a specific permitted use in the Permitted Uses Table. A number(s) following the symbol '●', zone heading or identified permitted use, indicates that one or more conditions apply to the use noted or, in some cases, to the entire Zone. Conditions are listed in the Footnotes below the Permitted Principal Uses Table, Table 7.1, and Permitted Accessory Uses Table, Table 7.2.

TABLE 7.1 – PERMITTED PRINCIPAL USES

Permitted Uses	Zones				
	C1	C1A	C2	C3	C4
	General Commercial (New Liskeard)	General Commercial (Haileybury)	Highway Commercial	Neighbourhood Commercial	Tourist Commercial
Agricultural Processing Establishment			●		
Agricultural Produce Warehouse			●		
Agricultural Product Sales Outlet			●		
Agricultural Services			●		
Agricultural Supply/Implement Dealership			●		
Boarding House	●	●			
Building Supply Establishment			●		
Bulk Sales Establishment			●		
Business, Professional or Administrative Office	●	●	●		
Contractor's Establishment			●		
Convenience Store	●	●	●	●	
Child Care Centre	●	●	●	●	
Driving Range			●		
Dry Cleaning Establishment	●	●	●	●	
Dwelling, Apartment		●(*1)			
Dwelling, Multiple		●(*1)			
Dwelling, Semi-Detached	● (*1)	●(*1)			
Dwelling, Single Detached	● (*1)	●(*1)			●(*1)
Dwelling, Street Townhouse		●(*1)			
Educational Establishment	●	●	●		
Equipment Sales, Service & Rental Establishment			●		
Financial Establishment	●	●	●		
Funeral Home	●	●	●		
Greenhouse, Nursery, Garden Centre	●	●	●		
Grocery Store	●	●	●		
Group Home	●	●	●		
Health Services Establishment	●	●	●		
Home for Special Care	●	●			●
Hospital			●		
Hotel/Motel	●	●	●		●
Kennel			●		
Laundromat	●	●	●	●	
Long Term Care Home	●	●			

TABLE 7.1 – cont'd

Permitted Uses	Zones					
	C1	C1A	C2	C3	C4	
	General Commercial (New Liskeard)	General Commercial (Haileybury)	Highway Commercial	Neighbourhood Commercial	Tourist Commercial	
Marina	●	●	●			
Marine Sales & Service Establishment	●	●	●			
Market	●	●	●	●		
Motor Vehicle Body Repair Shop	●	●	●			
Motor Vehicle Dealership	●	●	●			
Motor Vehicle Service Station	●	●	●			
Motor Vehicle Washing Establishment	●	●	●			
Outdoor Recreation, Active	●	●	●		●	
Outdoor Recreation, Passive	●	●	●		●	
Parking Lot	●	●	●			
Personal Service Establishment	●	●	●	●		
Place of Assembly	●	●	●			
Place of Entertainment	●	●	●			
Place of Recreation	●	●	●			
Place of Worship	●	●	●			
Printing Establishment	●	●	●			
Recreational Vehicle Sales and Service Establishment			●			
Restaurant	●	●	●	● (*2)	●(*1)	
Restaurant, Drive-Through or Take-Out	●	●	●			
Retail Store	●	●	●	● (*2)		
Self Storage Facility			●			
Service Establishment	●	●	●			
Tourist Camping Establishment					●	
Tourist Establishment	●	●	●		●	
Transportation Depot			●			
Veterinary Establishment	●	●	●			
Wayside Pit or Quarry			●			
Wholesale Establishment			●			

TABLE 7.2 – PERMITTED ACCESSORY USES

Accessory Uses	Zones				
	C1	C1A	C2	C3	C4
Principal Use	General Commercial	General Commercial	Highway Commercial	Neighbourhood Commercial	Tourist Commercial
Bed and Breakfast Establishment	●(*3)	●(*3)			
Dwelling Unit in a non-residential building	●	●	●	●	
Home Occupation	●(*3)	●(*3)	●(*3)		
Outdoor Storage			●		
Private Home Child Care	●(*3)	●(*3)	●(*3)	●	
Second Dwelling Unit	●(*3)	●(*3)			

7.3.1 Notes to Permitted Uses

(*1) Legally Existing only;

(*2) To a maximum 150 square metres per establishment;

(*3) Located in a legally existing single detached or semi-detached dwelling only.

7.4 Lot Requirements

No person shall, within any Commercial Zone, use any lot or erect, alter or use any building or structure except in accordance with the standards in the Lot Requirements Table. A number(s) following a Lot Requirement, zone heading or description of the requirement, indicates that one or more conditions apply to the requirement noted or, in some cases, to the entire Zone. Conditions are listed in the Footnotes below the Lot Requirements Table, Table 7.3.

TABLE 7.3 – COMMERCIAL ZONE REQUIREMENTS

Regulation		Zone				
		C1	C1A	C2	C3	C4
		General Commercial	General Commercial	Highway Commercial	Neighbourhood Commercial	Tourist Commercial
Minimum Lot Area (m2)	Full Municipal Services	nil	nil	550	550	1000
	Partial Municipal Services	n/a	n/a	550	n/a	4000
	Private Services	n/a	n/a	1 ha	n/a	4000
Minimum Lot Frontage (m)	Full Municipal Services	nil	nil	15	18	30
	Partial Municipal Services	n/a	n/a	18	n/a	60
	Private Services	n/a	n/a	45	n/a	60
Maximum Lot Coverage (%)	Full Municipal Services	80	80	40	50	40
	Partial Municipal Services	n/a	n/a	25	n/a	30
	Private Services	n/a	n/a	25	n/a	30
Maximum Lot Coverage for accessory buildings (%)		5	5	10	5	10
Minimum Front Yard (m)	Full Municipal Services	7.5 (*1)	nil	15	7.5	7.5
	Partial Municipal Services	n/a	n/a	15	n/a	7.5
	Private Services	n/a	n/a	15	n/a	7.5
Minimum Interior Side Yard (m)	Full Municipal Services	nil	nil	4.5	4.5	6
	Partial Municipal Services	n/a	n/a	15	n/a	6
	Private Services	n/a	n/a	15	n/a	6
Minimum Interior Side Yard abutting a Residential Zone (m)		3	3	5	5	10
Minimum Exterior Side Yard		7.5 (*1)	nil	15	7.5	7.5
Minimum Rear Yard		7.5 (*1)	3	7.5	7.5	7.5
Minimum Rear Yard abutting a Residential Zone		7.5	3	10	7.5	10
Minimum setback from watercourse		15	15	15	15	15
Maximum Building Height		15	15	15	11	11
Maximum Accessory Building Height		5	5	5	5	6
Maximum Number of Dwelling Units (excluding second dwelling)		5 (*2)(*3)	5 (*4)	1	1	1 (*5)
Minimum Landscaped Open Space (%)		0	0	10	30	30
Other Provisions			(*9)	(*6)(*9)	(*7)(*8)	

7.4.1 Additional Commercial Zone Requirements

(*1) In the area bounded by [to apply to Business Improvement Area], the minimum yard shall be 0 (nil).

(*2) A maximum of 5 dwellings per establishment, provided a minimum of 1 parking space per dwelling is available on the site.

(*3) A dwelling unit is only permitted above the first storey.

(*4) A minimum lot area of 110 square metres per dwelling, up to a maximum of 5 dwelling units on a lot, and provided a minimum of 1 parking space per dwelling is available on the site.

(*5) Staff quarters are permitted in addition to the number of dwelling units.

(*6) Planting Strip location - a planting strip shall be required along any portion of a rear or side lot line which abuts a Residential zone.

(*7) Maximum number of commercial establishments per lot – 3.

(*8) Maximum net floor area for each commercial establishment - 150 square metres.

(*9) A dwelling unit is only permitted above the first storey or in the rear ½ of the first storey.

7.5 Commercial Exceptions

The provisions of this Section are modified for those properties and to the extent identified in Sections 7.5.1 to 7.5.5 below.

7.5.1 Exceptions to General Commercial (C1) Zone

Exception	By-law	Location	Schedule	Special Provisions
C1-1	2510 NL	66 Lakeshore Road	F3	<p>Residential uses are not permitted.</p> <p>The following lot requirements apply:</p> <ul style="list-style-type: none"> • Minimum lot area shall be 1200 sq m; • Minimum lot frontage shall be 30 m; • Maximum lot coverage shall be 60%; • Minimum front yard shall be 6 m; • Minimum rear yard shall be 2.8 m; • Minimum interior side yard shall be 3 m; • Minimum building separation shall be 4 m’ • Maximum building height shall be 6 m; • The minimum number of parking spaces shall be 6; • No part of any parking space shall be located closer than: 0.15 m to any street line or 1.5 m to any other lot line; • Notwithstanding the requirements of Section 5.2.1, a minimum of 1 parking space for each 90 sq m of gross floor area or portion thereof is required;
C1-2				
C1-3				
C1-4				



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City of Temiskaming Shores Request for Tender

CS-RFT-001-2023

Sale of Land by Public Tender – 468
Georgina Avenue

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



Objective

By the authority of the City of Temiskaming Shores Council, the following land is offered for sale as is, where is, subject to the conditions contained herein:

Property Location:	468 GEORGINA AVENUE
Legal Description:	PCL 1866 SEC NND; LT 1-2 BLK O PL M13NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING
Assessment Roll No.:	5418-030-0030-2400
Minimum Tender Amount:	\$223,000.00

A description of the subject property is provided in Schedule A.

Definitions

City: means the Corporation of the City of Temiskaming Shores

Proponent(s)/ Bidder(s): means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.

Request for Tender: means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

Successful Proponent/ Bidder: means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to purchase the subject land, as outlined herein.

Submission

Submissions must be in hard copy and submitted to the following address:

City of Temiskaming Shores

P.O Box 2050

325 Farr Drive

Haileybury, Ontario P0J 1K0

Attention: Logan Belanger, Municipal Clerk

Re: **CS-RFT-001-2023 “Sale of Land by Public Tender – 468 Georgina Avenue”**

The closing date for the submission of Tenders will be at **2:00 p.m. local time on X, 2023.**

- Tenders shall be in ink;
- Late Tenders will not be accepted;
- Tenders by fax will not be accepted;
- Tenders by email will not be accepted;



- Partial Tenders are not accepted;
- The City reserves the right to accept or reject any or all Tenders;
- The highest priced Tender will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a Proponent or firm, and any changes to the Tender that are acceptable to both parties will be binding.
- The Tenders shall be valid for 60 (sixty) days from submission date.
- Proponents shall complete the Form of Tender and the Conflict of Interest Declaration. Failure to submit the signed forms could result in the Tender being rejected.

Questions

Any questions or concerns with respect to the Tender document and contents are to be directed to:

Shelly Zubyck

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4107

Fax: (705) 672-2911

szubyck@temiskamingshores.ca

General Terms and Conditions

Tender

Tenders submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than sixty (60) days.

The Form of Tender must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The highest or any Tender not necessarily accepted.

Change/Amendment

At any time prior to the closing date and time, the City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Tender, in which case, a formal addendum specifying the same in detail will be issued. All addendum(s) will be posted on the City's website; Public Notices. It is the Bidders sole responsibility to check the website for addendum(s) prior to submitting their Tender.



Withdrawal of Tenders

Proponents will be permitted to withdraw their Tenders, unopened after it has been deposited, if such a request is received by the Clerk or his/her designate in writing, prior to the time specified for the closing of Tenders.

Acceptance or Rejection of Tenders

The submission of a Tender does not obligate the City to accept any Tender or to proceed further with the sale of the property. The City may, in its sole discretion, elect not to proceed with the sale in whole or in part and may elect not to accept any or all Tenders for any reason, or to cancel the RFT without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the tendered price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

Failure to Comply with all Tender Terms

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this Tender, to the satisfaction of the City, shall be just cause for the cancellation of the Tender award. The City shall then have the right to award this Tender to any other Proponent or to re-issue the Tender.

Date of Final Sale

The sale of the property shall be completed within 30 days of acceptance by the City of Temiskaming Shores Council.

Payment

The Successful Proponent shall be responsible to pay the tendered amount, and all costs incurred or required to acquire the subject property, including, but not limited to legal fees, survey costs, appraisal costs, encumbrances, advertising, improvements, administration fees and other costs to transfer the property into his/her name.

Protection of the City

The Successful Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the City and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the City, its servants, employees or agents, in any way relating to this Tender.



Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

Exclusion of Bidders in Litigation

No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous Contract, without prior approval by Council.

Errors and/or Omissions

The City shall not be held liable for any errors and/or omissions in any part of this RFT. While the City has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Bidders from their own opinions and conclusions with respect to the matters addressed in the RFT.

Harmonized Sales Tax

Pricing shall exclude Harmonized Sales Tax or any other applicable taxes but will be considered extra, if applicable.

Freedom of Information

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Tender. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Proponent shall be kept strictly confidential and release of same, except for any details such as the name of the Successful Proponent and total price will be made public regarding this bid document stated in a report to the Council of the City, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

Any proprietary or confidential information contained in the Tender should be clearly identified.

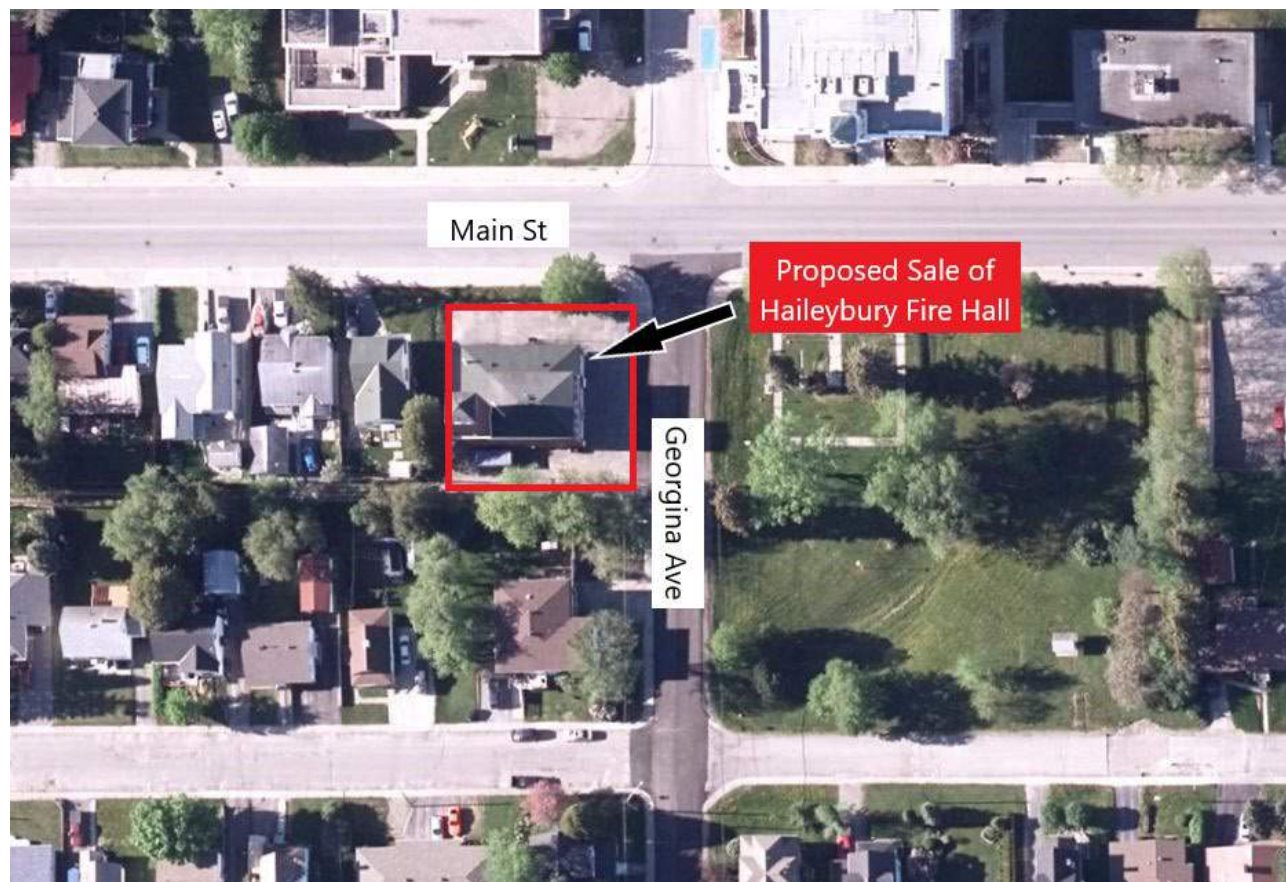
Influence

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any City of Temiskaming Shores purchasing or disposal process.

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 subjected to exclusion or suspension under procurement policies and procedures for the City of Temiskaming Shores.

**Schedule A: Property Information**

ASSESSMENT ROLL NO.	5418-030-0030-2400
PROPERTY LOCATION	468 GEORGINA AVENUE
LEGAL DESCRIPTION	PCL 1866 SEC NND; LT 1-2 BLK O PL M13NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING
OFFICIAL PLAN DESIGNATION	TOWN CENTRES
ZONING	DOWNTOWN COMMERCIAL HAILEYBURY (C1A)
MUNICIPAL SERVICES	WATER AND SANITARY SERVICES
ACCESS	YEAR-ROUND ROAD ACCESS FROM GEORGINA AVE.
PRESENT USE	810- Vacant fire hall, 5,800 square feet approx..
ASSESSMENT	\$223,000 (2023)
MINIMUM TENDER AMOUNT	\$223,000

**Background**

The Haileybury Fire Hall on 468 Georgina Ave. was first constructed in 1923. It was built to replace the old Fire Hall that burnt in Haileybury's Great Fire of 1922.

Located on the property is the old fire bell that was used to warn the community of fire and other emergencies and signal curfews is still located on the north side of the property. The bell continues to



commemorate Haileybury Legion Branch 54 Remembrance Day services and is dedicated to all past and present Firefighters of the Haileybury Fire Department, to all those who continue to preserve the rich heritage of the department and all those touched by the Great Fire of 1922. The bell will be addressed during the sale process to ensure it remains in place.

The municipally owned laneway to the south of the property has been maintained for safety and municipal use purposes only while the building was operating as a fire hall. Please note, this laneway is no longer being maintained.

The purchaser assumes complete responsibility for compliance with zoning and all other applicable codes and by-laws. Rezoning, change in use, record of site condition, etc., may be required depending on the proposed future use of the building, and associated parking requirements.

The subject property is being sold on an “as is” and “where is” basis. The above data provided is considered to be basic approximate information only, and is not intended to fully describe the subject property. Any interested party should satisfy themselves as to the suitability of the property for their purposes. It is the responsibility of the Bidder(s) to do its own due diligence in this regard. The City of Temiskaming Shores provides no representations or warranties of any kind whatsoever.

The purchaser assumes complete responsibility for compliance with zoning and all other applicable codes and by-laws. Rezoning, change in use, record of site condition, etc., may be required depending on the proposed future use of the building, and associated parking requirements.



Form of Tender

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices as are required to satisfy this Tender.

All prices offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of sixty (60) days. All prices are to be in Canadian Funds. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for Tender.

To: Name: The Corporation of the City of Temiskaming Shores
Address: 325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0
Telephone: (705) 672-3363 / Website: www.temiskamingshores.ca

Re: Sale of Land: Property Location: 468 Georgina Avenue
PCL 1866 SEC NND; LT 1-2 BLK O PL M13NB BUCKE; TEMISKAMING
SHORES ; DISTRICT OF TIMISKAMING
Assessment Roll No.: 5418-030-0030-2400

A minimum bid of \$223,000 has been set.

1. I/We _____ hereby tender to purchase the land described above, for the amount of \$ _____, plus Harmonized Sales Tax (HST), if applicable, in accordance with the terms and conditions stated within for the sale of municipal land, and in accordance with the City's Disposal of Real Property By-law No. 2015-160.
2. I/We understand that this Tender must be received by City Hall of the City of Temiskaming Shores no later than **2:00 p.m. local time on X, 2023**, and in the event of this tender being accepted, I /we shall be notified of its acceptance by the City.
3. I/We shall be responsible for all costs incurred or required to acquire the subject property, including, but no limited to legal fees, survey costs, appraisal costs, encumbrances, advertising, improvements and administration fees. The City makes no representation regarding the title or any other matters related to the land to be sold. The subject property is being sold on an "as is" and "where is" basis.

Dated at _____, this ____ day of _____ 2023.

Name of Tenderer (Print):	Name of Tenderer (Print):
Signature of Tenderer:	Signature of Tenderer:
Address of Tenderer:	Address of Tenderer:
Telephone Number(s):	Telephone Number(s):
Home: _____ Cell: _____	Home: _____ Cell: _____



Page 1 of 2 to be submitted

City of Temiskaming Shores

CS-RFT-001-2023

Sale of Land by Public Tender – 468 Georgina Avenue

Conflict of Interest Declaration

Please check appropriate response:

- ☐ I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our Tender submission.
- ☐ 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, or our Company's tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender submission, our or 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 tender process) and the confidential information was relevant to the Work/Services, their pricing or tender evaluation process.

Dated at _____ this _____ day of _____, 2023.

Firm Name (if applicable): _____

Name of Bidder or Authorization Official: _____

Title (if applicable): _____

Signature: _____

Page 2 of 2 to be submitted

Subject: Municipal Employee Benefit
Renewal

Report No.: CS-030-2023

Agenda Date: August 8th, 2023

Attachments

None.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-030-2023; and
2. That Council approves the Municipal Employee Benefit Plan administered by Manulife with premiums of \$217,164 for the 2023-2024 term in addition to the costs paid by the City for health benefits as they are incurred with applicable administrative fees under the Administrative Services Only portion of the Plan.

Background

In January of 2021, Council directed staff to enter into an agreement with Manulife to administer the Employee Benefit portfolio which includes life insurance, AD&D, and Long Term Disability on a premium basis.

For benefits such as Health, Dental, and Short Term Disability, the City is using an Administrative Services Only (ASO) Plan. An ASO Plan has two (2) components:

1. A cash component used to pay for everyday benefits such as drug or dental costs; and
2. An insurance component to cover a catastrophic event such as an unforeseen need for special medicines or treatments.

Under an ASO Plan the administrator and the employer work together to establish a budget for self-insured health and dental care components. Employees or their health care providers will submit their claims directly to the administrator (Manulife) who process the claims and issues the cheques.

In July, the Director of Corporate Services met with representatives from Gallaher to review the renewal proposal for the City's Municipal Employee Group Benefit Plan. The City's Benefit Plan becomes eligible for renewal on September 1, 2023.

Analysis

Manulife's 2023-2024 proposal was submitted with a 1.6% overall increase to the current premium level.

For this renewal, the City of Temiskaming Shores main driver for the premium increase is the City's overall claims history over the last term and demographics. The negotiated renewal position is reasonable based on the demographics, book of business rates and trends.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Procurement Policy

Consultation / Communication

- Gallagher representatives

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 renewal of the City's benefit plan is part of ongoing operations costs. Gallagher Benefit Services Canada Group Inc. has negotiated a renewal increase of 1.6% for the overall combined plan. This will result in an overall increase of approximately \$8,832 in premiums for the year.

Currently, the City is averaging a total of \$34,917 per month in ASO claims.

The projected total amount for the City's employee benefit portfolio for 2023 is \$640,000 based on the monthly average. This results in a cost of \$7,800 per employee including retirees.

Alternatives

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyc, CHRP
Director of Corporate Services

Amy Vickery
City Manager

Subject: Animal Care & Control By-law & Consultation Plan

Report No.: CS-031-2023

Agenda Date: August 8, 2023

Attachments

Appendix 01: Draft Consultation Notice/News Release

Appendix 02: Draft Animal Care and Control By-law

Appendix 03: Key Highlights & FAQ's

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-031-2023; and
2. That Council approves the consultation plan set out in the report for the Pilot Program and review of the updated Animal Care and Control By-law; and
3. That a report on the consultation and final by-law be presented to Council for consideration in September/October.

Background

Report CS-024-2023 was presented at the June 6, 2023 Committee of the Whole meeting with a recommendation directing staff to implement a Pilot Program for Animal Care and Control. Council considered the report and passed the following resolution:

Resolution No. 2023-203

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-024-2023.

That Council directs staff to implement a Pilot Program for Animal Care and Control as recommended by the review team including but not limited to the following:

- a. Preparing a by-law for Animals to include key language with a draft for consideration, followed by a 30-day public consultation period;

- b. Improve the database and licensing and registration of dogs and cats to be more cost effective for the municipality and have regard for responsible pet ownership;
- c. Authorizes the use of the Marina Building located at 306 Farr Drive as a pilot impound facility and further authorizes the scope of renovations, directing staff to prepare the procurement package for award at the August 8, 2023 Council meeting;
- d. Directs staff to finalize the position description and evaluate the human resource principles and options related to this pilot proposal and report back on the final determination at the August 8, 2023 Council meeting.

Carried

This report focuses on the draft By-law and consultation plan as highlighted and provisions for licensing and registration of dogs and cats. A separate report will be presented for the items c and d above.

Analysis

Staff have drafted an updated animal by-law with key language based on general feedback received, analysis of other communities and in consultation with the Animal Care and Control review team findings.

Draft By-law

The draft by-law can be found in Appendix 02. The draft provides section highlights and has a focus on responsible pet ownership and humane animal care and regulations to limit health and safety concerns. The By-law provides key language and some of the highlights are as follows:

- Administration and Delegation
- Purpose and Standard of Care
- Registration and Licensing - Dogs & Cats & Kennels
- Number of allowable dogs and cats within dwelling units according to property zoning
- Owners' Responsibilities – Being at Large, Providing Care, Stoop & Scoop, etc.
- Seizure and Impoundment Provisions.
- Prescribed Birds – Hens
- Kennels

Consultation Plan

Staff have prepared a consultation plan, timeline and key highlights to seek the public and stakeholder feedback to ensure the updated by-law and general objectives of the pilot program for Animal Care and Control align the service with the public's expectations and clarify roles and responsibilities.

There will be a general survey for the public and a separate survey for stakeholders, with some prescribed questions and an area to provide general comments. Survey respondents will be required to submit some personal information such as an address to ensure we are gathering data from within the City limits. This information will be kept confidential and will in no way identify individuals. Surveys are available for submission through the link on the website, can be printed and dropped off or mailed to city hall. Should a person need accommodation to submit in an alternate format they may do so by making a request.

The public consultation notice is attached as Appendix 01 and the proposed process for Public Consultation would be as follows:

1. Pilot Program News Release – August 9, 2023
2. Release the public consultation notice and final survey preparation – August 9-14, 2023
3. Portal on the website goes live and the launch of the survey - August 14, 2023.
4. Public consultation closes - September 11, 2023.
5. Staff summarize the comments to be received in a report to Council September/early October.
6. Council to consider the final by-law shortly thereafter and proceed to register for set fines.

As part of the public consultation process, the City will utilize a variety of tools and resources utilizing various mediums such as newspaper, radio and social media. A news release will launch the pilot program along with Key Highlights & FAQ's. The Animal Control Page on the website will have a page for information and engagement and will be updated and will evolve as the program continues. All persons will be encouraged to refer to the site for the duration of the pilot.

Please note, the pilot program will take some time to fully establish all components and is necessary to ensure the community needs are clearly understood, resources are properly arranged, and roles, responsibilities and best practices are established for all.

Along with the public consultation process and by-law development, the committee will continue the important work on the framework for the pilot. This includes working on establishing partnerships and all organizations, agencies or other stakeholders are encouraged to participate in the consultation and express interest in opportunities to become involved.

Public education and further information will continue to be promoted through newspaper, radio and social media on an ongoing basis.

Relevant Policy / Legislation / City By-Law

- By-law 2013-051 Being a By-law to regulate the keeping of Animals and the registration of dogs and cats within the City of Temiskaming Shores.

Consultation / Communication

- Review Committee
- City Staff
- Current Animal Control Officer

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 ☐

General administrative support is required. VS Group has been retained to provide support for communication such as review of content and consult and assist with effective corporate communication. It is expected this will be limited and on an “as needed” basis at the rate of \$150/hr.

An amendment to the City’s Animal Control By law is required and required to be filed with the Courts and approved for set fines.

Climate Considerations

The purpose of this report is to establish a program for service delivery for Animal Care and Control and is in relation to developing policy, establishing governance, management and oversight and climate considerations would not apply.

Alternatives

None considered as this was directed as per Resolution No. 2023-203

Submission

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

"Original signed by"

Amy Vickery
City Manager

Reviewed by:

Animal Care and
Control Review Team

Appendix 01

Draft Consultation Notice/News Release

August 8, 2023

The review of the level of service for animal care and control has concluded and recommendations have been authorized and endorsed by Council on June 6, 2023. As a result, the City of Temiskaming Shores has taken the necessary steps to establish a Pilot Program for Animal Care and Control, known as Temiskaming Shores Animal Care & Control.

The pilot program will take some time to fully establish all components, with the first step being a review of the new Animal By-law and consultation with key stakeholders and the public to ensure an appropriate community-wide approach. This phased-in approach will be necessary to ensure the community needs are clearly understood, resources are properly arranged, and roles, responsibilities and best practices are established for all.

In efforts to provide a platform for community consultation, a Public Survey, along with the draft animal by-law and supporting key information on the pilot program will be available for comment and feedback between August 14 – September 11, 2023, through the website at <https://www.temiskamingshores.ca/en/resident/Animal-Control.aspx>. All are encouraged to review this information and provide input by completing the survey.

As part of this project, upgrades to the Haileybury Marina Building on Farr Drive will be completed to host animals which may become impounded for running at large, protective care or otherwise. General provisions regarding seizure and impoundment can be in the draft Animal Care and Control By-law.

Care at the facility will be provided by individuals with a demonstrated knowledge of animal care and operational practices. Appointed officers will strive to consistently enforce the Animal By-law and other provincial legislation using humane practices and will work in partnership with several local organizations and agencies to ensure animals receive support and safe harbor impacted by each situation. The upgrades and recruitment will commence shortly, and further information will be posted as it becomes available to continue to keep the community informed of the progress.

It is important that all owners continue to take responsibility for pets and be considerate to neighbors, ensuring pets do not disturb or harm others and are always under care and control. The Animal By-law provides requirements for owners of pets and licensing requirements. Responsible pet ownership is crucial for the well-being of both animals and the community.

The city is committed to supporting community initiatives and organizations aimed at improving the welfare of animals and will strive for a foundation for the humane treatment of companion animals and adapt practices to meet the needs of animals, citizens, and situations within the municipality and hope for a collaborative approach during the pilot process.

Please note, the city is working on establishing partnerships and all organizations, agencies or other stakeholders or advocacy groups are encouraged to participate in public consultation and to express interest in opportunities to become involved.

DRAFT

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a By-law to regulate the keeping of animals, responsible pet ownership and the registration of dogs and cats within the City of Temiskaming Shores

Whereas the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the keeping of animals and the registration of dogs and cats within the City of Temiskaming Shores;

And 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 10 (2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

And whereas under Section 10 (2) 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws respecting animals;

And whereas Section 103. (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that if a municipality passes a by-law regulating or prohibiting with respect to the being at large or trespassing of an animals, it may provide for;

- (a) the seizure and impounding of animals being at large or trespassing contrary to the by-law; and
- (b) the sale of impounded animals,
 - (i) if they are not claimed within a reasonable time,
 - (ii) if the expenses of the municipality respecting the impounding of animals are not paid, or
 - (iii) at such time and in such manner as provided in the by-law.

And whereas Section 425(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

And whereas Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences, subject to section 429 (4) under a by-law of the municipality passed under the Act;

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

1. That Council adopts a by-law to regulate the keeping of animals, responsible pet ownership and the registration of dogs and cats within the city identified as Schedule "A", attached hereto and forming part of this by-law;
2. That By-law No. 2013-051 and any amendments thereto be hereby repealed.
3. That all other By-laws, resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and are hereby repealed.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
5. That this By-Law shall come into force and take effect on the date of its final passing.

Read a **First** and **Second** time this X day of _____, 2023.

Mayor

Clerk

Read a **Third** time and **finally passed** this X day of _____, 2023.

Mayor

Clerk



Animal Care and Control By-law

Schedule “A” to

By-law No. 2023-XXX

Being a by-law to regulate the keeping of animals, provide for responsible pet ownership and the registration of dogs and cats within the City of Temiskaming Shores

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Formatting Required

Section 1 – General Provisions and Purpose

1.1. Short Title

This By-law shall be cited as the *Animal Care and Control By-law*.

1.2. Scope

Except where otherwise provided, the provisions of this By-law shall apply to all *persons* and property within the geographic limits of the *City*.

1.3. Enforcement

This By-law shall be enforced by an appointed *Animal Care & Control Officer, By-law Enforcement Officer, or Police Officer, where deemed appropriate.*

1.4 Administration and Delegation

Except where otherwise provided, the provisions and administration of this By-law shall establish the general guidelines and provide for the administration of Temiskaming Shores Animal Care and Control.

Temiskaming Shores Animal Care and Control has the delegated authority to:

- a) Make all decisions required under this by-law;
- b) Perform administrative functions assigned under this by-law and those necessary for the due administration and implementation of this by-law;
- c) Establish, revise from time to time, such forms, documents, standards, protocols and procedures as determine and required to implement and administer this by-law;
- d) Develop, implement, and promote programs and guidelines to encourage responsible ownership, care and control of dogs and cats, provided the programs and guidelines are consistent with the spirit of this by-law and within council approved budgets; and
- e) To partner to develop, implement and maintain programs of control or monitoring which authorizes participants to operate programs in accordance with program guidelines and in accordance with approved budgets to manage overpopulation and mitigate other identified community wide animal issues.

1.5 Interpretation

- 1.5.1 Nothing in this by-law shall give any Person any right to keep an animal where it is not permitted by:
 - a) a Zoning Bylaw regulating the premises on which animals are kept;
 - b) federal or provincial statute or regulation, thereunder.

- 1.5.2 Nothing in this by-law relieves any Person from complying with any provision of federal or provincial legislation or any other by-law of the City.
- 1.5.3 Specific references to laws or by-laws are meant to refer to the current laws applicable at the time that this by-law was enacted and shall be interpreted to include amendments, restatements, and successor legislation.
- 1.5.4 If any court of competent jurisdiction finds any provision of this by-law is illegal or *ultra vires* of the jurisdiction of the City, such provision shall be deemed to be severable and shall not invalidate any of the other provisions of this by-law.
- 1.5.5 Where a provision of this By-law conflicts with a provision of another by-law in force in the City, or any provisions of any federal or provincial statutes or regulation, the provision that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevail to the extent of the conflict.

1.6 Purpose and Standard of Care

The purpose of this By-Law is to:

- a) Provide a framework for the delivery of enforcement services in respect to animals and the keeping of dogs and cats;
- b) Educate the public and set standards of care for humane and responsible pet ownership; and
- c) Maintain the health, safety and well-being of all persons and their property while making all efforts possible to prevent potential conflicts with other animals, people, property, and the environment.

Section 2 - Definitions

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

The words, phrases and terms defined in this section have the following meaning for the purpose of this By-law.

- 2.0 Animal means a member of the animal kingdom, other than a human, not covered by the Wildlife Act.

- 2.1 Animal Care and Control Officer means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing the *City's* Animal Control By-Law.
- 2.2 Animal for Research Act means the Animal for Research Act, R.S.O. 1990, c. A.22 as amended.
- 2.3 Animal Prohibited Area means areas designated by *Council* in which *dogs*, *cats* and *animals* are not permitted.
- 2.4 Asilomar Accords means a set of standards created by the Asilomar Accords 2004 to define animal categories and for collecting and reporting data with the goal of saving the lives of all healthy and treatable companion animals.
<https://www.americanhumane.org/app/uploads/2016/08/au-asilomar-accordspdf.pdf>
- 2.5 At Large means where an animal is in any place other than its owner's lot and is not restrained by a capable person by means of a leash or otherwise.
- 2.6 Building Code Act means the Building Code Act, S.O. 1992, C23.
- 2.7 By-law Enforcement Officer means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*.
- 2.8 Cat means a male or female feline of any breed of domesticated cat or crossbreed of domesticated cat.
- 2.9 Cat Tag means a *cat* tag issued pursuant to this By-law.
- 2.10 City means the Corporation of the City of Temiskaming Shores.
- 2.11 Control includes care and custody.
- 2.12 Coop means a fully enclosed weatherproof building where *hens* are kept and which the interior of includes nest boxes for egg laying, perches for the *hens* to sleep on and food and water containers.
- 2.13 Council means the Municipal *Council* of the *City* of Temiskaming Shores.
- 2.14 Dog means a male or female of the domesticated canine species.
- 2.15 Dog Off Leash Area means a specific confined area designated by *Council*, from time to time, where a *dog owner* is not required to *leash* such *dog*.

- 2.16 Dog Owners Liability Act means the Dog Owners' Liability Act, R.S.O. 1990, c. D.16 as amended.
- 2.17 Dog Tag means a *dog* tag issued pursuant to this By-law.
- 2.18 Dwelling Unit means a *suite* operated as a housekeeping unit, used, or intended to be used as a domicile by one or more *persons* and usually containing cooking, eating, living, sleeping and sanitary facilities.
- 2.19 Effective Control means to be in the care and custody of a *Responsible Person*.
- 2.20 Feed(s) / Feeding means to intentionally furnish or make food available with regular or intermittent supply of food or allowing the placing or maintenance of a supply of food on a regular or intermittent basis, which food is accessible to or accessed by a *dog*, *cat*, or *animal*.
- 2.21 Fire Chief means the head of the Temiskaming Shores Fire Department as designated by *Council*.
- 2.22 Harbor means living with, having care and control of, feeding, leaving food in a manner that is likely to attract a *dog*, *cat*, or *animal* to a property, and shall also specifically include a situation in which any *person* provides food to any *dog*, *cat*, or *animal* whether domesticated or feral.
- 2.23 Hen means a domesticated female chicken.
- 2.24 Hen Run means a covered secure enclosure that allows hens' access to outdoors.
- 2.25 Herding Dog means a dog that has been trained and is actively being used in a bona fide farming operation for the purpose of controlling livestock on the farm.
- 2.26 Keeps / Keeping means to own, keep, harbor, maintain or feed a *cat*, *dog*, or *animal*.
- 2.27 Kennel means premises other than a pet store, *veterinary* hospital or clinic, animal shelter or property that is operating a legitimate fostering program for *dogs*, *cats* or *animals* under the authority of a Society, in which the predominant activity consists of: breeding *dogs*, *cats* or *animals*, raising *dogs*, *cats* or *animals*, boarding *dogs*, *cats* or *animals*, and/ or, harboring more than the maximum allowable number of *dogs*, *cats* or *animals*.
- 2.28 Kennel License means a permit granted by City *Council* to operate a *kennel*.

- 2.29 Leash means a restraining device, by which a *dog*, *cat* or other *animal* is held in check.
- 2.30 Leashed shall mean restrained by a *leash* securely attached to the *dog* or *cat* and a *person* or object.
- 2.31 Livestock Guardian Dog means a dog that works and/or lives with domestic farm animals (e.g., cattle, sheep, poultry) to protect them while repelling predators and is used exclusively for that purpose.
- 2.32 Livestock, Poultry and Honey Bee Protection Act means the Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, c. L 24 as amended.
- 2.33 Lot Line means the boundary line between adjoining properties and or the boundary line between a property and a *highway*, laneway, municipal sidewalk, or municipal road allowance.
- 2.34 Maintain means to carry out repairs to any part or parts of a fence or structure, retention equipment, muzzling device, or other such equipment necessary so it can properly perform its intended function.
- 2.35 Medical Officer of Health means the Medical Officer of Health for the Timiskaming District.
- 2.36 Microchip means an approved "Canadian Standard" encoded identification device implanted into a *dog* or *cat* which contains a unique code that permits or facilitates access to *owner* information, including the name and address of the *owner*, which is stored in a central data base.
- 2.37 Municipality means the land within the geographic limit of the *City of Temiskaming Shores*.
- 2.38 Muzzle means a humane fastening or covering device over the mouth of a *dog* and of sufficient strength to prevent the *dog* from biting.
- 2.39 Noise(s) means unwanted sound.
- 2.40 Owner when used in relation to a *dog* or *cat*, or *animal*, includes a *person* who possesses or harbors the *dog* or *cat*, or *animal* where the *owner* is a minor, the *person* responsible for the custody of the minor and "owns" has a corresponding meaning.
- 2.41 Paramedic means a *person* employed by the District of Temiskaming Social Services Administration Board to provide emergency medical services.
- 2.42 Person means an individual, firm or corporation.

- 2.43 Police Dog means a *dog* trained to aid law enforcement officers and used by such officers in the execution of their duties.
- 2.44 Police Officer means a member of the Ontario Provincial Police Service.
- 2.45 Pound means *premises* that are used for the detention, maintenance or disposal of *dogs* or *cats* that have been impounded pursuant to this by-law or the *Dog Owners' Liability Act*.
- 2.46 Pound Act means the Pound Act, R.S.O. 1990, c. P.17 as amended.
- 2.47 Private Property means property which is privately owned and is not *City* property.
- 2.48 Premises means the entire lot on which a single *dwelling unit* building or a multi-dwelling unit building is situated.
- 2.49 Prescribed Bird means a bird permitted in Section 7 of Schedule "A";
- 2.50 Provincial Offences Act means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.51 Public Property includes all lands owned by the *City*, any local boards, any corporations owned or controlled by the *City* and includes all Crown lands.
- 2.52 Registrar means the registration, records and database of Temiskaming Shores Animal Care and Control under the care of the *Animal Care & Control Officer* and appointed agents for the *City*, pursuant to this By-Law.
- 2.53 Reasonable Amount of Time means no less than minimum detention period seventy-two (72) hours as prescribed by Legislation or Regulations.
- 2.54 Responsible Person means a *person* having the strength and capacity to securely *control* a *dog* so as not to permit or allow unwanted contact with another *person*, *dog*, *cat*, or *animal*.
- 2.55 Run/Running at Large means to be found in any place other than the *premises* of the *owner* of the *dog* or *cat* and not under the control of a *person* in such a manner as to prevent escape.
- 2.56 Senior Citizen means a person that has reached an age of sixty-five (65) years or older at the time application.
- 2.57 Service Animal means any animal used by a person with a disability for reasons relating to the disability where it is readily apparent that the animal is

used by the person for reasons relating to his or her disability; or where the person provides a letter from a physician or nurse confirming that he or she requires the animal for reasons relating to his or her disability; or a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

2.58 Suite means a single room or series of rooms of complementary use, operated under a single tenancy, and includes *dwelling units*, individual guest rooms in motels, hotels, boarding houses, rooming houses, and dormitories.

2.59 Tag in reference to a *dog* means a *dog* tag, and in reference to a *cat* means a cat tag.

2.60 Tattoo means a permanent ink marking for identification purposes.

2.61 Temiskaming Shores Animal Care and Control – means the authorized administration of services set out in the by-law.

2.62 Veterinarian means a person registered or licensed under the Veterinarian Act.

2.63 Veterinarian Act means the Veterinarian Act, R.S.O. 1990, c. V.3, as amended.

2.64 Vicious Cat means a *cat* that has attacked or bitten a *person, dog, cat, or animal* as determined by the *Animal Care and Control Officer* in accordance with Section 5.1 herein.

2.65 Vicious Dog means a *dog* that has attacked or bitten a *person, dog, cat, or animal* as determined by the *Animal Care and Control Officer* in accordance with Section 5.1 herein.

2.66 Zoning By-law means all current by-laws and amendments thereto and any subsequent by-laws which may be enacted in substitution therefore under the Planning Act with respect to land use within the *city*.

Section 3 – Registration of Cats and Dogs

The licensing of pets is one step to encourage responsible pet ownership by properly identifying companion animals in our community. Tags are proof of ownership so that animals may be returned to their owners sooner, often by neighbors, without incurring costs.

Responsible pet owners reduce the number of companion animals running loose, preventing inadvertent breeding and helps mitigate over population within the community.

3.1 Registrar

3.1.1 Temiskaming Shores Animal Care and Control is the registrar responsible for the issuance of *tags* and may, from time to time, appoint in writing agents for the issuance of *tags*, as necessary.

Temiskaming Shores Animal Care and Control may revoke any such appointment in writing for such reason as Temiskaming Shores Animal Care and Control shall determine.

3.2 Requirement to Register

- 3.2.1 Except as provided to the contrary in this By-law, every *owner* of a *dog* or *cat* shall register the *dog* or *cat* with Temiskaming Shores Animal Care and Control on or before January 1st in each year that he or she is the *owner* of that *dog* or *cat*.
- 3.2.2 Every *person* who becomes the *owner* of a *dog* or *cat* after January 1st in any year; shall register the *dog* or *cat* with Temiskaming Shores Animal Care and Control within 7 days of becoming the *owner* of the *dog* or *cat* and on or before January 1st in each year thereafter.
- 3.2.3 Notwithstanding Sections 3.2.1 and 3.2.2, no *person* need to register a *dog* or *cat* before the *dog* or *cat* reaches the age of twelve (12) weeks. The onus of proof of the age of the *dog* or *cat* shall rest with the *owner*.
- 3.2.4 *Notwithstanding Section 3.2.1 the owner of a cat(s) who resides in a dwelling unit in an area which is zoned "rural" or "agricultural" pursuant to the Zoning By-Law shall not be required to register his or her cat(s), provided the property on which the dwelling unit is located is used for agricultural uses, as defined in the Zoning By-Law.*
- 3.2.5 The registration of a *dog* or *cat* shall expire upon the earliest of:
 - a) the transfer of ownership of the *dog* or *cat* for which it was issued;
 - b) the death of the *dog* or *cat* for which it was issued; and
 - c) December 31st of the year in which it was issued.

3.3 Registration Process

- 3.3.1 Every *person* who applies to Temiskaming Shores Animal Care and Control to register a *dog* or *cat*, shall complete the necessary forms, and provide the following:
- a) provide the name, physical and mailing address, and telephone number of the *owner* of the *dog* or *cat*;
 - b) provide the name of the *dog* or *cat*;
 - c) provide a description of the *dog* or *cat* such as sex, age, breed, colour, and temperament;
 - d) disclose whether or not the *dog* or *cat* has a microchip implanted or has been *tattooed*;
 - e) disclose if the *animal* is a *Service Animal*;
 - f) disclose if the *dog* is a *Livestock Guardian Dog*, or a *Herding Dog*;
 - g) disclose if the *dog* or *cat* is spayed or neutered; and
 - h) pay the required registration fee as determined by Appendix "1" of Schedule "A".

3.4 Issuance of Tags

- 3.4.1 Upon the applicant providing all information and documentation required by Temiskaming Shores Animal Care and Control, and paying the appropriate registration fee, Temiskaming Shores Animal Care and Control shall register the *dog* or *cat* and shall issue to the applicant a *dog tag* or a *cat tag*, which bears a unique serial number, shows the year of issue and such other information as may be determined by Temiskaming Shores Animal Care and Control.
- 3.4.2 Every *owner* of a registered *dog* or *cat* shall advise Temiskaming Shores Animal Care and Control within 7 days thereafter, of:
- a) change of address or phone number of the *owner* of the *dog* or *cat*;
 - b) sale or other transfer of *ownership* of the *dog* or *cat*; or
 - c) the death of the *dog* or *cat*.
- 3.4.3 Temiskaming Shores Animal Care and Control shall have the right to cancel the registration of a *dog* or *cat* if the registration fee is not paid in full, through error, as a result of a cheque being returned marked 'Not Sufficient Funds', a credit card charge being refused or for any other reason deemed legitimate.
- 3.4.4 Every *tag* issued by Temiskaming Shores Animal Care and Control remains the property of the *City* and in the event the registration of a *dog* or *cat* is cancelled by Temiskaming Shores Animal Care and Control, the *tag* shall be surrendered to Temiskaming Shores Animal Care and Control.


3.5 Replacement Tags & Refunds

- 3.5.1 Temiskaming Shores Animal Care and Control *shall* issue a replacement *dog tag* or *cat tag* to the *owner* of a registered *dog* or *cat* upon;
- a) application of the *owner*;
 - b) evidence satisfactory to Temiskaming Shores Animal Care and Control that the *tag* was lost or damaged; and
 - c) payment of the prescribed replacement *tag* fee.
- 3.5.2 Temiskaming Shores Animal Care and Control shall have discretion to issue a partial or complete refund of the registration fee if they are satisfied that the refund is being requested for a legitimate reason.

3.6 Registrar's Records

- 3.6.1 Temiskaming Shores Animal Care & Control *shall* maintain records of all *dog tags*, *cat tags* and replacement *tags* issued by Temiskaming Shores Animal Care and Control in each calendar year and shall update such records as additional information is received pursuant to Section 3.4.2.
- 3.6.2 The records under Section 3.6.1 shall include:
- a) the name, physical and mailing address and phone number of the *owner* of the *dog* or *cat*;
 - b) name of the animal.
 - c) a description of the *dog* or *cat* such as sex, age, breed, colour and temperament
 - d) the particulars of any *tattoo* or *microchip* implanted in the *dog* or *cat*.
 - e) the serial number of the *dog tag* or *cat tag* issued for that *dog* or *cat*.
 - f) the fee paid.
 - g) if the *animal* is a *Service Animal*.
 - h) if the *dog* is a *Livestock Guardian Dog*, or a *Herding Dog*.
 - i) if the *dog* or *cat* is spayed or neutered
 - j) the particulars of any evidence provided in support of a fee reduction; and
 - k) other information as Temiskaming Shores Animal Care and Control in his or her sole discretion determines to be necessary.

Section 4 – Regulation – Dog, Cat, and Animal

 Owning a pet is a long-term commitment. Owners must consider the time, effort, and resources required to care for a pet throughout their entire life span and choose a pet that suits your lifestyle, living situation, and capabilities to provide proper care and attention.

Standard of Care

Every owner and keeper of an animal shall ensure:

- a) that that they comply with the Standards of Care and this by-law

- b) such animal is kept in a humane manner free from abuse and neglect and is provided with the necessities and conditions to maintain and protect the animal's wellbeing.
- c) that their pet will not cause conflict with other animals, people, property, or the environment.

4.1 Dog and Cat to Wear Tag

- 4.1.1 Every *owner* of a *dog* and every *owner* of a *cat* shall keep the *tag* securely fixed on the *dog* or *cat* for which the *tag* was issued, at all times during the year of issue.
- 4.1.2 Notwithstanding Section 4.1.1, an *owner* need not keep the *tag* on his or her *dog* or *cat*:
 - a) while the *dog* or *cat* is contained within the *dwelling unit* of its *owner*;
 - b) in the case of a *dog*, while the *dog* is being lawfully used for hunting, and the *tag* is produced upon request of an *Animal Care & Control Officer*; or,
 - c) where a *veterinarian* has determined it is necessary to remove the *tag* for medical treatment of that *dog* or *cat*; or,
 - d) if the *dog* is a *Livestock Guardian Dog* or a *Herding Dog* and the *dog* is being actively used in farming practice and has been tattooed or implanted with a microchip.
- 4.1.3 No *person* shall remove a tag from a *dog* or *cat* without the consent of the *owner* thereof.
- 4.1.4 No *person* shall attach a *tag* to a *dog* or *cat* other than the *dog* or *cat* for which it was issued.

4.2 Number of Dogs and Cats

- 4.2.1 The total number of permitted Dogs and Cats within a dwelling unit in each Zone of the Municipality, as defined in the Zoning By-Law, shall be as follows:

	Number of Permitted Dogs	Number of Permitted Cats	Combined Total
Rural Residential (R1)	3	3	5
Low Density Residential (R2)	2	2	3
Medium Density Residential (R3)	1	1	2
High Density Residential (R4)	1	1	2

Totals under review

Rural (RU)	3	3	5
Agricultural (A1)	4	4	6

4.2.2 This section does not apply to:

- a) a licensed kennel
- b) a veterinary hospital
- c) a pet shop
- d) a pound
- e) a newborn litter of Dogs or Cats kept for a period of six to eight weeks from the date of birth
- f) farm Dogs or farm Cats
- g) a rescue shelter or authorized person or organization affiliated with a rescue group.

4.2.3 Notwithstanding Section 4.2.1 this requirement shall not apply to *owners of Livestock Guardian Dogs and Herding Dogs* while such dogs are kept in an area which is zoned "rural" or "agricultural" pursuant to the *Zoning By-Law* and said *dogs* are kept for agricultural uses in accordance with their defined function.

4.2.4 The following grandfathering provision applies at the time of the passing of this by-law. Despite subsection 4.2, any Person who, on the date of the passage of this by-law, was lawfully keeping more than the total allowable number of animals stated in subsection 4.2 may keep the number of dogs and cats over the total number permitted until they have died or relocated.

4.2.5 The number of allowable pets must still meet the provisions of Section 4.2 of By-law 2013-051 and all animals must be registered at the time this by-law comes into force and effect.

4.2.6 The grandfathering clause will not apply to any future animals in a dwelling unit if the number exceeds the amount specified in Section 4.2 above.

4.3 At Large

4.3.1 No *owner* of a *dog* or *cat* shall cause, allow, or permit a *dog* or *cat* he or she *owns* to be *at large* within the limits of the *City*.

4.3.2 No *owner* shall permit a *dog* or *cat* to *run at large* that is not within the *dwelling unit* or on the *premises* of its *owner* or on *private property* without the consent of the owner of that *private property*.

4.3.3 When not within the *dwelling unit* or on the *premises* of its *owner* or on *private property* with the consent of the owner of that *private property*, *all dogs and cats shall be*
a) on a *leash*;

b) on a *leash* held under the *effective control* of a *responsible person*.

4.3.4 Notwithstanding Section 4.3.3 this requirement shall not apply to an *owner* exercising his or her *dog(s)*, in a *Dog Off-Leash Area* as set out in Appendix "4" to Schedule "A".

4.3.5 Notwithstanding Sec. 4.3.1 this requirement shall not apply to an *owner* of *Livestock Guardian Dogs* and *Herding Dogs* while such *dogs* are being used in accordance with their defined function, or dogs that are legally and actively used in a hunt, on property owned or leased by the *owner*.

4.3.6 No *owner* shall allow his or her *dog(s)* to enter a *Dog Off-Leash Area* if the *dog(s)* is not wearing a valid *Dog Tag*.

4.3.7 A cat released outdoors as part of the operation of a program, activity or event, such as Trap, Spay/Neuter and Return Program, authorized by the city would not be considered at large.

4.4 Abandonment

4.4.1 No person shall leave a dog or cat in or about any municipal premises without making provision for its continued care.

4.5 Owner not to permit Trespass

4.5.1 No *owner* shall allow or permit his or her *dog* or *cat* to trespass on *private property* whether on a *leash* or not.

4.6 Required to Stoop and Scoop

4.6.1 Every owner of a dog, cat, or other animal shall immediately remove any excrement left by the dog, cat, or other animal in the City:

- a. a) on a highway or roadway;
- b. b) in a public park;
- c. c) on any public property other than a public park; or
- d. d) on any private property other than the property of the owner of the dog, cat or other animal or the person having care, custody or control of the dog, cat, or other animal.

4.6.2 Every owner of a dog, cat or other animal shall remove forthwith from his or her premises excrement left by such dog, cat, or other animal so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the premises.

4.6.3 Notwithstanding Section 4.6.1 this requirement shall not apply to a Service Animal.

4.7 Owner Not to Permit Noise

4.7.1 No *person* or *owner* shall permit any *noise* made by any *dog*, *cat*, *bird*, or any other *animal* kept or used for any purpose, which is likely to disturb the peace or comfort of any individual in any location beyond the *Lot Line* of the property on which such *dog*, *cat*, *bird* or other *animal* is located.

4.7.2 For the purpose of this section, persistent barking, howling or other animal noise is defined as repeatedly barking, howling or otherwise for a continuous period of twenty (20) minutes or longer.

4.7.3 Notwithstanding Section 4.7.1 *Livestock Guardian Dogs* and *Herding Dogs* shall be exempt from the foregoing provision while actively engaged in guarding livestock against predators.

4.8 Animal Prohibited Area

4.8.1 No *person* may bring any *dog*, *cat* or *animal* into an Animal Prohibited Area as listed in Appendix "3" to Schedule "A".

4.8.2 Notwithstanding Section 4.8.1 this requirement shall not apply to a *Service Animal*.

4.9 No Person to Harbor


4.9.1 No *person* shall *keep* or *harbor* any *dog*, *cat*, or *animal* in a manner that adversely impacts neighboring properties or residents whether through offensive odours, *noise* likely to disturb inhabitants, *running at large* of *dog(s)*, *cat(s)* or *animal(s)*, accumulation of feces or otherwise.

4.9.2 No *person* shall *keep* or *harbor* any *dog*, *cat*, or *animal* in a manner that adversely impacts the health or well-being of the *dog*, *cat*, or *animal*. Circumstances that may adversely impact the wellbeing of a dog, cat or animal include, but are not limited to:

- a) unsanitary conditions;
- b) neglect;
- c) overcrowding;
- d) inadequate feeding;
- e) inadequate medical attention.

Section 5 – Vicious

5.1 No Owner Shall Permit Attack

- 5.1.1 No *owner* shall permit his or her *dog, cat, or animal* to attack or to bite a *person, dog, cat, or animal*.
- 5.1.2 Where the  *Animal Care & Control Officer* is informed, upon receipt of a valid complaint, may investigate to determine if the animal should be found to be a vicious animal.
- 5.1.3 Where the Animal Care and Control Officer is satisfied that a *dog, cat or animal* has attacked or bitten a *person or animal* or has been threatening or aggressive towards a *person or animal* without being provoked, and has further been provided with satisfactory evidence as to the name and address of the *owner* of the *dog, cat or animal* the *Animal Care & Control Officer* shall serve notice on the *owner* of the *dog, cat or animal* that the *dog, cat or animal* is deemed to be a *vicious dog, cat or animal* and requiring the *owner* to comply with any or all of the requirements set out in Sections 5.1.4 and 5.1.5.
- 5.1.4 Serving of notice that a *dog, cat or animal* has been deemed a *vicious dog, cat or animal* may be effected on the *person* who shows in the *City's* records as the *owner* of the *dog, cat or animal*, or where the *dog, cat or animal* does not appear to be *registered* pursuant to this By-law, on such other *person* who appears to be the *owner* of the *dog, cat or animal*. Serving of notice may be effected by personal service, by registered mail, or by posting up in a conspicuous place at the address shown in the records of the City as the address for the *owner* of the *dog, cat or animal*, or where the *dog, cat or animal* is not *registered* under this By-law, at such address as appears to be the address of the *owner* of the *dog, cat or animal*. Serving of the notice shall be effective upon the date that personal service is affected or where served by registered mail or by posting, shall be deemed effective on the fifth day after mailing or posting as the case may be.
- 5.1.5 Every *owner* of a *vicious dog, cat or animal* shall at all times when the *vicious dog, cat or animal* is not in the *owner's dwelling unit*, but otherwise within the boundaries of the *owner's premises*, ensure that:

- a. the *vicious dog, cat or animal* is *muzzled* so as to prevent it from biting a *person or animal*;
- b. the *vicious dog, cat or animal* is securely *leashed* on a *leash* which does not allow it to go beyond the *Lot Line* of the *owner's* lands; or
- c. the *vicious dog, cat or animal* is confined within a secured structure in a good state of repair so as to prevent escape;
- d. a warning sign stating 'beware of *dog*' is posted in a conspicuous place to be visible from the road.

5.1.6 Every *owner* of a *vicious dog, cat or animal* shall at all times when the *vicious dog, cat or animal* is not within the boundaries of the *owner's premises*;

- a. *keep the vicious dog, cat, or animal under effective control of a responsible person on a leash held by the person; and*
- b. *keep the vicious dog, cat, or animal muzzled.*

5.1.7 Every *owner* of a *vicious dog, cat or animal* shall notify Temiskaming Shores Animal Care and Control within two (2) working days of any change in ownership or residence of the *vicious dog, cat or animal* provide Temiskaming Shores Animal Care and Control with the new address and telephone number of the *owner*.

5.1.8 Where the *owner* of a *vicious dog, cat, or animal* is informed that his *dog, cat or animal* has been deemed to be a *vicious dog, cat or animal*, the *owner* may, within 14 days of such notice request in writing a hearing by *Council* or committee established for that purpose and *Council* may exempt the *owner* from the *muzzling* or *leashing* requirement, or both such requirements or may modify the conditions for *muzzling* or *leashing*.

5.1.9 The notification that a *dog, cat or animal* is a *vicious dog, cat, or animal* is effective from the date it is served, even if a hearing before *Council* is requested by the *owner* of the *dog, cat or animal* affected.

Section 6 – Seize and Impound

 The retention of dogs and cats at the municipal facility is intended to be short term and within the retention periods provided in the by-law where possible.

Discretionary provisions will apply to situations as they arise that ensure the health and safety of persons and animals involved in the matter.

Impounding of cats that cannot be clearly identified as owned pets is discouraged and shall be addressed by other means such as city sanctioned programs.

6.1 Animal Care & Control Officer may Seize

6.1.1 The *Animal Care & Control Officer* may seize, any *dog or cat*, found at large.

6.1.2 The *Animal Care & Control Officer or delegate* may, in their discretion, deliver a seized, licensed dog or cat to its owner without impounding the licensed dog or cat, provided:

- a. The *Animal Care & Control Officer or delegate* can make arrangements with the owner for the return of the licensed dog or cat without delay and;
- b. There is no record of being seized in the prior 6 months.

6.1.3 A dog or cat seized otherwise shall be considered impounded at the time and place it is seized by the Animal Care and Control Officer.

6.1.4 An *Animal Care and Control Officer* may enter on any *private property*, at any reasonable time, without the consent of the owner of the property, for the purpose of discharging the duties imposed by this By-law and to enforce its provisions, without a search warrant, provided he or she is in active pursuit of a *dog, cat, or animal*.

6.1.5 In no instance should an *Animal Care and Control Officer* enter any *dwelling unit* or other building situated on *private property* without a Search Warrant authorizing such entry.

6.1.6 Any *dog or cat* seized by an *Animal Care and Control Officer* under this By-law may be impounded for a minimum of five business days from the time of its impoundment, exclusive of the day on which the *dog or cat* was impounded.

6.1.7 Any *dog, cat or animal at large* contrary to the provisions of this By-law which in the opinion of the *Animal Care & Control Officer* appears to be *vicious* or rabid and to be a threat to the safety of the community, and which cannot be captured by the *Animal Care & Control Officer*, may be dealt with under the supervision of the Ontario Provincial Police and consultation with Provincial Animal Welfare agencies and services The *owner* of the *dog, cat, or animal* shall not be entitled to damages or compensation.

6.1.8 Notwithstanding Section 6.1.6, where a dog or cat are seized or impounded and a veterinarian deems it necessary to euthanize the dog or cat without delay for humane reasons or for reasons of safety to persons or domestic animals, the animal care and control officer may make arrangements and may do so without permitting any person to reclaim the dog or cat.

6.1.9 Any *person that captures* any *dog, cat, or animal at large* and trespassing on his or her property and, upon doing so, shall report capture of the *dog, cat* or *animal* to the *Animal Care & Control Officer* who may assist.

6.1.10 All persons before proceeding to trap animals at large are required to give advance notice to the Animal Care & Control Officer, where possible.

6.1.11 During the impound period referred to in Section 6.1.6, the *owner* of the *dog* or *cat*, shall be entitled to redeem the *dog*, or *cat* upon:

- a) payment of the impound fees and the board fees in the amount as set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law.
- b) payment of any *veterinarian* fees incurred for the well-being of the *dog*, or cat.
- c) registering the *dog* or *cat* in accordance with this By-law if there is no evidence the *dog* or *cat* is already registered. When registration is completed as per this requirement, the registration fee is in accordance with Appendix "1" of Schedule "A".

6.1.12 If the *dog* or *cat* is not redeemed within the time specified in subsection 6.1.6, the *Animal Care and Control Officer* may retain the dog or cat for such further time as they consider proper and may:

- a. Transfer the dog or cat to one of the authorized shelters, rescue group or other organizations registered or in a contracting agreement with the city.
- b. Euthanized if found to be medically or behaviorally unhealthy and untreatable in alignment with the Asilomar Accords.

6.2 Protective Care

6.2.1 The *Animal Care and Control Officer* is authorized, upon request of a *Police Officer, Fire Chief*, or his or her designate, or *paramedic* to impound a *dog, cat* or *animal* for protective care purposes, pursuant to an incarceration, fire, medical emergency, or for any other situation that the *Animal Care & Control Officer* deems appropriate and necessary and to keep such *dog(s)* or *cat(s)* or *animal(s)* for the required period and not to exceed fifteen (15) business days.

6.2.2 In the event that the *owner* of the *dog, cat, or animal* impounded for protective care does not claim the *dog, cat* or *animal* and pay the impound fees, board fees, and *veterinarian* fees in the amounts as set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law, within fifteen (15) days, then on the sixteenth day, the *dog, cat, or animal* shall be deemed to have been impounded as *running at large* in accordance with Section 6.1 and impound timelines as set out in Section 6.1.6 shall begin to run.

6.3 Impound Fees

6.3.1 Where a *dog* or *cat* or *animal* is seized, or impounded for protective care, the *owner*, if known, shall be liable for the impound fees, board fees, and *veterinarian* fees in an amount as set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law, whether the *dog* or *cat*, or *animal* is claimed from the *pound* or not and shall pay all fees on demand by the *Animal Care & Control Officer*.

6.3.2 Notwithstanding Section 6.3.1, in appropriate humanitarian circumstances, as determined by the *Animal Care & Control Officer*, may, in his or her discretion, waive all or part of the impound fees, board fees, and *veterinarian* fees, or provide for delayed or installment payments of same in consultation with the Treasurer of the municipality.

6.4 Trap Regulations

6.4.1 Any dog, cat or animal seized in accordance with Section 6.1.6 shall be:

- a) trapped in a humane manner.
- b) not kept in a trap for more than 24 hours.
- c) protected from the elements while in a trap.

6.4.2 In no circumstances should a person use any trap that causes or may cause injury, pain or suffering to an animal. Without limiting the generality of the foregoing, no person shall set a trap within the Municipality:

- a) Which is greater than 32" by 12" by 12" in size.
- b) No *person* shall use a killer trap, leg-hold trap, body gripping trap or a snare.

6.4.3 Notwithstanding Sections 6.4.1 and 6.4.2 shall not apply to the trapping of an animal where the animal is trapped by a person who is licensed with the Ministry of Natural Resources and Forestry or is otherwise authorized by law to trap the animal, and the trapping is conducted in accordance with any applicable legislation.

Section 7 – Regulations – Prescribed **birds**

The interest in hens in urban areas provides benefit of the human-bird bond and production of a food item, primarily eggs. However, many concerns related to public health and community well-being need to be mitigated with back yard flocks to mitigate the spread of disease, manage waste, poultry pests, predators, noise, and odor.

7.2 *Hens*

7.2.1 No *person* shall *keep* more than three *hens* on a *premises* zoned 'residential' within the *City* and such *person* ensures *that*:

- a) The *hens* are confined in either a *hen coop* or *hen run*; and the *hens* are kept in the *hen coop* between 9:00 p.m. and 6:00 am.
- b) The *owner* of the *hens* resides on the property where the *hens* are *kept*.
- c) each *hen* is provided with adequate *food*, water, shelter, light, ventilation, veterinary care, and opportunities for essential behaviours such as scratching, dustbathing, and roosting, all sufficient to maintain the *hen* in good health.

7.3 *Hen Coop Construction Requirements*

7.3.1 Any *hen coop* which is erected, used, or maintained for the housing of *hens* must:

- a) have interior walls which are smoothly finished and painted.
- b) be constructed in such a manner as to prevent the escape of the *hens*;
- c) provide each *hen* with at least 0.37 m² of coop floor area;
- d) be equipped with at least one perch of not less than 15 cm in length and one nest box for each *hen*.

7.4 *Hen Coop Maintenance Requirements*

7.4.1 Every *owner* of any building which is erected, used, or maintained as a *hen coop* for the housing of *hens* shall be maintained as follows:

- a) In a clean condition and free of noxious odours, substances and vermin;
- b) All refuse and waste matter from the *hen coop* must be disposed of in a proper and sanitary manner and no such refuse or waste matter shall be burned or stored.

7.5 *Hen Run Requirements*

7.5.1 Every *owner* of a *hen run* shall ensure that it is:

- a) constructed in such a manner as to prevent the escape of the *hens*.
- b) maintained in a clean condition and kept free of noxious odours, substances, and vermin.
- c) of sufficient size to provide at least 0.92 m² per hen.
- d) provided with a floor of any combination of vegetated or bare earth.

7.6 *Compliance with Zoning Requirements*

7.6.1 Any *Hen Coop* or *Hen Run* which is erected, used, or maintained for the housing of *hens* must not be:

- a) located in any front, side or flank yard as described in the *Zoning By-Law*.

- b) located less than 1.2 metres from the *Lot Line*.

7.7 General Prohibitions

- 7.7.1 Home slaughter of *hens* is prohibited, and any deceased *hens* shall be disposed of at a proper livestock disposal facility.
- 7.7.2 No *owner* shall cause or permit his or her *hen* to become a public nuisance by persistently clucking. No *owner* shall cause or permit his or her *hen* to violate the Noise By-Law.
- 7.7.3 No *owner* shall cause or permit his or her *hen* to be *at large*.
- 7.7.4 No *person* shall *keep* a rooster over the age of 12 weeks.

Section 8 – Regulations – Animals other than Dogs, Cast or Prescribed Birds

8.1 General Prohibitions

Nothing herein shall give any person any right to *keep animals* where such is prohibited by the *Zoning By-law*.

8.2 Rabbit – Keeping

Notwithstanding Section 8.1, a person may *keep* not more than six (6) rabbits over the age of 8 weeks in any dwelling unit or premises in the City provided such person ensures:

- a) that any rabbit routinely kept outside is kept in a rabbit hutch:
 - i. constructed in such a way as to prevent escape by the rabbit;
 - ii. not located in any front or flank yard as described in the *Zoning By-Law*; and,
 - iii. located at a distance of not less than 1.2 metres from the *Lot Line*.
- b) all refuse and waste matter from any rabbit hutch is disposed of in a proper and sanitary manner and no such refuse or waste matter is burned or stored.

8.3 Horses, Domestic Fowl, Cattle, Goats, Swine, Mink, Sheep and Mules

Notwithstanding Section 8.1, a *person* may *keep* horses, domestic fowl, cattle, goats, swine, mink, sheep or mules or similar livestock, provided such are kept on a property appropriately zoned for such purpose by the *Zoning By-Law*.

Section 9 - Kennels

9.1 Licensing

The *owner* of a *kennel* shall pay annually to the *City*, or its authorized agent, on or before the 1st day of January in each year, a license fee for his or her *kennel* in accordance with Appendix "1" of Schedule "A", as amended, and shall receive a *kennel license* for the current year.

9.2 Kennels Exempt from Tag Requirements

9.2.1 Subject to Section 9.4, where the owner of a *kennel* has complied with subsection 9.1, he or she is not required to cause each *dog*, or *cat* kept at his or her *kennel* to be *registered* with and licensed by the *city*.

9.3 Requirement to Register Owner's Pets

9.3.1 Owners of a *kennel* shall *register* their own *dogs*, *cats*, or *animals* in accordance with Section 3. The *registration* fee is included in the *kennel license* fee. *Dog(s)* and *cat(s)* *registered* in this manner shall be required to wear a *tag* as prescribed by Section 4.

9.4 Kennel License

9.4.1 No *person* shall operate a *kennel* without a *kennel license*.

9.5 Compliance with Zoning Regulations

9.5.1 No license shall be issued to any *kennel* pursuant to the provisions of this by-law unless the *kennel* is in a location or an area in which *kennels* are permitted by the applicable *Zoning By-law* and unless the *kennel* complies with all the requirements of that *Zoning By-law*.

9.6 Number of Animals Kept

9.6.1 No person shall keep six (6) or more *dogs* over twelve (12) weeks of age at any one location unless a *kennel license* has been issued to that *person* for that location.

9.7 Construction Requirements

9.7.1 Every *person* who operates a *kennel* shall comply with the following requirements:

- a) the *kennel* shall be in a separate building and shall not be attached to a building which is or can be used for human habitation.
- b) the *kennel* building must conform to the *Building Code Act* and must be maintained in such a manner as to be free of damage.
- c) the *kennel* building shall have a floor of concrete or other impermeable material and shall be equipped with a drain opening constructed as a plumbing fixture. Alternatively, *dogs* may be kept in cages of size adequate to allow the *dog* to extend its legs to their full extent, to stand or sit, to turn around or lie down in a fully extended position, and the cages shall be constructed solely of metal or wire or partly of wire and shall have metal or other impermeable bottoms.

9.7.2 The *kennel* building shall have:

- a) windows which may be opened for proper ventilation.
- b) a heating system sufficient for the health, care and comfort of the *dogs*, *cats*, or *animals*.
- c) Adequate plumbing and potable water.

9.8 Fence Requirements

Where *dogs* are permitted to use an outside area, there shall be constructed around such area a fence having a height of at least 1.52 meters (5 feet); the wall of an adjacent building may be included as part of such fenced-in area. Such fence shall not be required where the outside area is more than 61 meters (200 feet) from the nearest limit of the property.

9.9 Annual Inspection

- 9.9.1 Every *kennel* shall be subject to an annual inspection by the *Animal Care & Control Officer*, or by such other person or agency as may be designated by *Council*, to ensure that the foregoing provisions of Section 8 are being adhered to in the operation of the *kennel*, and a report in writing of each inspection shall be filed with the *City*. The fee for the initial inspection is included in the *kennel license* fee set forth in Appendix "1" of Schedule "A".
- 9.9.2 Where such inspection reveals that the foregoing provisions of Section 9 are not being adhered to by the *kennel owner*, the *Animal Care & Control Officer*, or such other *person* or agency as may be designated by *Council*, may suspend the *owner's kennel license* until the deficiencies found have been remedied.
- 9.9.3 An inspection fee shall be payable to the *City*, or its authorized agent, on each occasion that a further inspection of the *kennel* is necessary to determine that the *kennel* satisfies the provisions of Section 9.

Fees for any further inspections within the year the *kennel* license was purchased are included in Appendix "1" to Schedule "A".

- 9.9.4 An inspection of a *kennel* may be carried out more frequently than once each year when a reasonable complaint or complaints with respect to the operation of the *kennel* have been received by the *city*.

9.10 Operate While Under Suspension

- 9.10.1 No *person* shall operate a *kennel* while his or her *kennel license* is under suspension.

9.11 Authorized Issuer

- 9.11.1 *Kennel licenses* may be issued by Temiskaming Shores Animal Care and Control upon receipt of an approved kennel inspection report as set out in Appendix "5" to Schedule "A".

- 9.11.2 *The application shall be* submitted by the *Animal Care & Control Officer* or other agency or *person* as designated by Council for *approval by the City and other agencies* within sixty (60) days from receiving a complete application.

Section 10 – Interfere

10.1 Interfere

- 10.1.1 No person shall interfere with, hinder, or harass an agent of the City of Temiskaming Shores in the performance of any duty of such agent, or seek to release any *dog, cat, or animal* in the custody of the *City*, or its agents, except as herein provided.

- 10.1.2 No person shall tamper, remove, or interfere with traps or equipment.

- 10.1.3 No person shall refuse to produce any documents or things required by an agent in the exercise of a power or performance of a duty under this by-law, and every person shall assist any entry, inspection, examination, or inquiry by an agent.

- 10.1.4 No person shall knowingly furnish false information to an agent.

Section 11 - Exemptions

11.1 *Police Dog Exempt*

11.1.1 No part of this by-law shall apply to a *Police Dog*.

11.2 *Hens in Agricultural Zones Exempt*

11.2.1 No part of this bylaw shall apply to *owners* of *hens* kept in an area which is zoned "Rural" or "Agricultural" pursuant to the *Zoning By-Law* and said *hens* are kept for agricultural uses in accordance with their defined function.

Section 12 – Penalties

12.1 *General Penalties*

Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically set out in Appendix "2" of Schedule "A" attached to and forming part of this By-law, shall be liable to a fine of not more than \$5,000 pursuant to the *Provincial Offences Act, R.S.O., 1990, c. P. 33*. Where an offence is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

Section 13 – Validity

13.1 *Validity of By-law*

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

The Corporation of The City of Temiskaming Shores
Appendix "1" of Schedule "A"
To Animal Control By-Law No. 2013-051

Impoundment or Detained	Fee
Impoundment Fee	\$ 30.00
Daily Boarding Fee	\$ 15.00
Quarantined Animal Daily Boarding Fee	\$30.00
Humane Services/Adoption Fee	\$ 50.00
Euthanized Services Fee	\$ 70.00
Disposal of Non-Impounded Animal Fee up to 40lbs	\$ 30.00
Disposal of Non-Impounded Animal Fee above 40lbs to a maximum of 110lbs	\$75.00
Disposal of Non-Impounded Animal Fee above 110lbs	\$100.00
Tags and Licenses – Section 3	
Register Dog or Cat under Section 3.3.1 (d)	
a) Register a Service Animal	Nil
b) Register a Livestock Guardian Dog or a Herding Dog	Nil
Register Dog or Cat under Section 3.3.1 (e)	
c) Before Feb 1 st	
i. Register a spayed or neutered dog or cat	\$10
ii. Register an unfixed dog or cat	\$20
iii. Senior citizen registration fee	50% of i. or ii.
d) Feb 1 st to December 31 st	
iv. Register a spayed or neutered dog or cat	\$20
v. Register a dog or cat	\$30
vi. Senior citizen registration fee	50% of iv. or v.
e) Purchase a Replacement Tag	\$5
Register Dog Cat under Section 6.1.8 c)	Double the prescribed fee
Kennel fees	
Kennel License Fee under Section 8.1.1	\$200
Kennel Inspection Fee under Section 8.9.3	\$50

The Corporation of The City of Temiskaming Shores

Appendix "2" of Schedule "A" To Animal Care and Control By-law No. 2023-999

Part 1 Provincial Offences Act Set Fines

Item	Column 1 Short form wording	Column 2 Offence creating provision or Defining offence	Column 3 Set fine
1	Fail to register <i>dog</i> or <i>cat</i> .	Sch. A, Section 3.2.1	\$100
2	Failure to keep <i>tag</i> securely fixed on <i>dog</i> or <i>cat</i> .	Sch. A, Section 4.1.1	\$40
3	Attaching a <i>tag</i> to a <i>dog</i> or <i>cat</i> other than the <i>dog</i> or <i>cat</i> for which it was issued.	Sch. A, Section 4.1.4	\$50
4	<i>Owner</i> possess more than the allowable number of <i>dogs</i> .	Sch. A, Section 4.2.1(a)	\$100
5	<i>Owner</i> possess more than the allowable number of <i>cats</i> .	Sch. A, Section 4.2.1(b)	\$100
6	<i>Owner</i> possess for longer than 72 hours more than the allowable number of <i>dogs</i> and <i>cats</i> .	Sch. A, Section 4.2.2(c)	\$100
7	Allow a <i>dog</i> or <i>cat</i> to be <i>at large</i> .	Sch. A, Section 4.3.1	\$100
8	Allow a <i>dog</i> or <i>cat</i> to be <i>at large</i> on <i>private property</i> .	Sch. A, Section 4.3.2	\$100
9	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> .	Sch. A, Section 4.3.4(a)	\$50
10	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> of not more than 2 meters in length.	Sch. A, Section 4.3.4(b)	\$25
11	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> held by a <i>responsible person</i> .	Sch. A, Section 4.3.4(c)	\$50
12	Allow a <i>Dog</i> in a <i>Dog Off-Leash Area</i> without a <i>Dog Tag</i> .	Sch. A, Section 4.3.7	\$75
13	Allow a <i>dog</i> or <i>cat</i> to trespass.	Sch. A, Section 4.4.1	\$50
14	Failure to remove and dispose of excrement left by <i>dog</i> , <i>cat</i> , or animal.	Sch. A, Section 4.5.1	\$50
15	Allow <i>dog</i> , <i>cat</i> , or <i>animal</i> to make <i>noise</i> .	Sch. A, Section 4.6.1	\$100
16	Bring <i>dog</i> , <i>cat</i> animal into <i>Animal Prohibited Area</i> .	Sch. A, Section 4.7.1	\$250
17	Harbor a nuisance <i>dog</i> , <i>cat</i> , or <i>animal</i> .	Sch. A, Section 4.8.1	\$100
18	Harbor a <i>dog</i> , <i>cat</i> , or <i>animal</i> in adverse conditions.	Sch. A, Section 4.8.2	\$200
19	Allow <i>dog</i> , or <i>cat</i> to attack or bite.	Sch. A, Section 5.1.1	\$500

20	Fail to muzzle a vicious <i>dog</i> owners' premises.	Sch. A, Section 5.1.4.(a)	\$100
21	Fail to ensure that a <i>vicious dog</i> is securely leashed owners premises.	Sch. A, Section 5.1.4.(b)	\$100
22	Fail to ensure that a <i>vicious dog</i> is confined within a secured structure in a good state of repair.	Sch. A, Section 5.1.4.(c)	\$100
23	Fail to post a warning sign in a conspicuous location.	Sch. A, Section 5.1.4.(d)	\$100
24	Fail to ensure that a <i>vicious dog</i> is securely leashed.	Sch. A, Section 5.1.5.(a)	\$100
25	Fail to muzzle a <i>vicious dog</i> .	Sch. A, Section 5.1.5.(b)	\$200
26	Fail to report change of ownership or location of a <i>vicious dog</i> .	Sch. A, Section 5.1.6	\$100
27	Fail to perform trapping in a humane manner.	Sch. A, Section 6.4.1 (a)	\$100
28	<i>Set prohibited size trap.</i>	Sch. A, Section 6.4.2 (a)	\$50
29	<i>Set prohibited lethal trap.</i>	Sch. A, Section 6.4.2 (b)	\$200
30	Owner possess more than the allowable number of <i>hens</i> .	Sch. A, Section 7.7.1	\$100
31	Owner fail to confine <i>hens</i> in coop between 9:00 pm and 6:00 am.	Sch. A, Section 7.7.1 (a)	\$100
32	Owner fail to maintain <i>Hen Coop</i> .	Sch. A, Section 7.9.1	\$100
33	Owner fail to maintain <i>Hen Run</i> .	Sch. A, Section 7.10.1	\$100
34	Allow hen to make <i>noise</i> .	Sch. A, Section 7.12.2	\$100
35	Allow hen to be <i>at large</i> .	Sch. A, Section 7.12.3	\$100
36	Person keep a rooster.	Sch. A, Section 7.12.4	\$100
37	<i>Keep animal</i> other than <i>dog, cat, or prescribed bird</i> .	Sch. A, Section 8.1.1	\$500
39	Operate <i>Kennel</i> while suspended.	Sch. A. Section 9.10.1	\$400
40	Interfere with agent.	Sch. A. Section 10.1.1	\$300
41	Interfere with equipment.	Sch. A. Section 10.1.2	\$200
42	Fail to produce documents to agent.	Sch. A. Section 10.1.3	\$100
43	Furnish false information to agent.	Sch. A. Section 10.1.4	\$100

Note: The general penalty provision for the offences above is section 12.1 of By-law No. 2023-999, a certified copy of which has been filed.

The Corporation of The City of Temiskaming Shores
Appendix "3" of Schedule "A"
To Animal Care and Control By-Law No. 2023-999

Animal Prohibited Area

	Name	Address or Location
1	New Liskeard Public School	141 Dymond Avenue
2	Temiskaming District Secondary School	90 Niven Street North
3	Ecole Catholique St- Michel	998075 Highway 11 North
4	Ecole Catholique Ste-Croix	304 Rorke Avenue
5	École Secondaire Catholique Ste-Marie	340 Hessle Street
6	Ecole publique des Navigateurs	39 Hessle Avenue
7	English Catholic Central School	245 Shepherdson Road
8	Haileybury Beach	East of the STATO trail and within the confines of the breakwall. This includes all sand, grass, structures, and docks within this boundary. West of the building, includes all sand, grass, the wading pool and playground. The wooden deck is excluded from this ban.
9	New Liskeard Beach	Between the posted signage located adjacent to the culvert at the southwest end of the Pool Fitness Centre and the walkway east of the Pool Fitness Centre.
10	Algonquin Memorial Beach Park	Inside the marked playing surface of the soccer fields, baseball diamonds, skatepark, and horseshoe pits.
11	Rotary Farr Park	Inside the marked playing surface of the soccer fields, baseball diamonds, and shuffleboard court.
12	Mount Pleasant Cemetery	Morissette Drive and Meridian Avenue
13	Farr Historic Cemetery	Cobalt Street
14	Valleyview Cemetery	177150 Shepherdson Road
15	Pioneer Cemetery	High Street and Whitewood Avenue
16	Haileybury Catholic Cemetery	Meridian Avenue
17	North Cobalt Catholic Cemetery	Groom Drive
18	Moore's Cove Catholic Cemetery	Lakeshore Rd South
19	New Liskeard Catholic Cemetery	Dawson Point Road and Peters Road
20	Cobalt Veterans Cemetery	Morissette Drive
21	Silverland Cemetery	Hwy 11B between Haileybury and Cobalt

The Corporation of The City of Temiskaming Shores
Appendix "4" of Schedule "A"
To Animal Care and Control By-Law No. 2023-999

Dog Off-Leash Areas

	Name	Address
1.	Laroque's Field	Cobalt Street
2.	Murray Daniels Field	Lakeview Avenue

The Corporation of The City of Temiskaming Shores
Appendix "5" of Schedule "A"
To Animal Care and Control By-Law No. 2023-999

Kennel License Application

Please complete the following information as thoroughly as possible such that a proper evaluation can be conducted. The completed application and related documentation should be mailed or returned to the above noted address. Use additional paper if needed.

For Office use only	
File No.:	BA-20 _____ - _____
Roll No.:	54 – 18 - _____
Address:	_____

Name of Applicant: _____

Mailing Address: _____

Phone No.: _____

Email

:

PROPERTY DESCRIPTION: **ARE YOU THE OWNER?**

☐ Yes

☐ No

Street Address: _____

Lot Frontage: _____

Lot Depth: _____

PROPOSED KENNEL INFORMATION

Please indicate which of the following best describes municipal services required in your operation.

☐ Class 1 Limited services required (i.e., washroom for public use).

☐ Class 2 Services required (i.e., sinks for washing, cleaning, etc.).

Indicate number of employees in relation to the proposed Kennel business: _____

Number of commercial vehicles: _____ **Describe:** _____

How many off-street parking spaces are available? (10ft x 20 ft/space): _____

Will you be using signage? ☐ NO ☐ YES

If YES, attach a separate sheet indicating the dimensions, wording, height, in relation to the ground, and location on the site plan.

Will both sides of the sign be used? ☐ NO ☐ YES

Give a brief description of the proposed Kennel:

Proposed hours of operation (indicate "CLOSED" if not open on certain days:

Day	Hours	Day	Hours
Monday	<hr/>	Friday	<hr/>
Tuesday	<hr/>	Saturday	<hr/>
Wednesday	<hr/>	Sunday	<hr/>
Thursday	<hr/>	Holidays	<hr/>

The addition of a Kennel under the Building Code is considered a change of use and therefore requires the issuance of a building permit.

Has the Building Department been consulted on this matter? ☐ NO ☐ YES

CHECKLIST: The Following Documents must accompany this application:

- ☐ Property Site Plan showing lot lines, location and dimensions of all structures, parking spaces, entrances, proposed sign location and fence enclosures.
- ☐ Interior Floor Plan indicating dimensions and location of all rooms associated with the proposed Kennel License, including storage areas, cages or floor drains, ventilation, heating system, water access.

DECLARATION OF APPLICANT

I _____ certify that:
(Print name)

1. The information contained in this application, the attached schedules, plans, specifications, and other documentation is true to the best of my knowledge.
2. I have authority to bind the corporation or partnership (if applicable).

Date

Signature of applicant

DECLARATION OF OWNER

I _____ certify that:
(Print name)

1. I am the legal owner of the property described on this application, and
2. I have authority to bind the corporation or partnership (if applicable), and
3. I hereby authorize _____ to act as my agent with respect to this application for a Kennel License.

Date

Signature of applicant

Appendix 03

Temiskaming Shores Animal Care and Control Key Highlights & FAQ's

PILOT PROGRAM

What are the goals of the Pilot Program?

The Pilot Program is a progressive implementation. The general goals and objectives of the established program will strive to:

- Foster a mutual respect for all animal welfare stakeholders and find common ground to work collaboratively to encourage community solutions.
- Creation of standards and best practices for humane treatment of companion animals.
- Encourage responsible pet ownership and mitigate nuisance animal complaints.
- Improve the registrar and enforce licensing of pets, to ensure pets can be easily reunited with owners and encourage responsible pet ownership.
- Provide for the safe harbor of animals impacted by situations.
- Humane treatment of animals and ensure animal welfare.
- Continuously evaluate and build upon the pilot program and alignment to the goals established.

Who is responsible for overseeing the Pilot Program?

The review team will continue to assess community feedback, gather stakeholder insights, and work on the initiatives, policies, procedures, and relations for the duration of the Pilot Program, with reporting obligations to Council.

When will the Pilot Program start and end?

The Pilot Program will officially launch with the public consultation and continue until the program has two full years of complete operation to be able to assess the data and success and it may be necessary to extend or cancel the period to respond to shifting priorities.

CONSULTATION

How will the City Consult with the public and stakeholders?

A Public Survey, along with the draft animal by-law and supporting key information on the pilot program will be available for comment and feedback between August 14 – September 11, 2023, through the website at <https://www.temiskamingshores.ca/en/resident/Animal-Control.aspx>

All are encouraged to review this information and participate. The findings will be captured in a report in September/October 2023 and will help guide the practices, procedures and objectives for the framework of the pilot program and level of service.

ROLES & RESPONSIBILITIES

What is responsible pet ownership?

All pet owners should have their animals permanently identified, spayed, or neutered, kept under control, trained, socialized, and cared for. A happy and healthy life for your pet while promoting a harmonious relationship with your neighbours and the environment is necessary.

What is the role of Temiskaming Shores Animal Care & Control?

The Municipality is responsible to provide service as authorized by legislation and set out in By-laws of the Corporation.

The role includes the following:

- Adhere to the Animal Care & Control By law that stipulate the types of animals allowed as pets, the licensing of pets, the limits of pets and provisions that require humane and responsible treatment of animals to prevent them from disturbing or harming people, animals or property, and other provisions as set out in the by-laws.
- Respond to complaints such as animals roaming on public property, animals behaving in a way that poses a risk to the safety of people or other animals, an animal-related noise complaint, etc.
- Manage and operate a facility to care for animals (short term) that have been seized and impounded and work to reunite pets and owners, and transfer animals to appropriate points after retention periods have expired.

Please Note: As part of the consultation period, the city is working to determine all qualified and interested stakeholders, organizations, agencies, and advocacy groups to serve and assist with appropriate transfer and care of animals and for the establishment of community programs.

All efforts will be made towards humane treatment of animals in consultation with qualified animal professionals.

What is the role of adoption, rescue, shelters?

Support organizations and advocacy groups dedicated to animal welfare play an extremely significant role for the community. The city looks forward to developing good relations and best practices with reputable groups, individuals, and organizations to encourage community solutions and for the following:

- Coordinated efforts and communications to determine the owner of lost or abandoned animals.
- Provide care, comfort, and compassion to animals in need.
- Take a role in a variety of community support services such as (but not limited to) feral cat management programs, animal transfers, spay/neuter services, etc. in partnership with the city.
- Providing relevant information to the City on issues affecting animals

Subject: MineConnect Event Coordination
for PDAC & CIM 2024 – 2026

Report No.: CS-032-2023

Agenda Date: August 8, 2023

Attachments

Appendix 01: Draft By-law and MineConnect Event Coordination Proposal 2024 – 2026 PDAC (**Please refer to By-Law 2023-095**)

Appendix 02: Draft By-Law and MineConnect Event Coordination Proposal 2024 – 2026 CIM (**Please refer to By-Law 2023-096**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with MineConnect for event coordination services of the Northern Ontario Mining Showcase at PDAC 2024, 2025 and 2026 at a rate of \$675 per exhibitor plus taxes pending annual funding approval from FedNor for consideration at the August 8, 2023 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with MineConnect for event coordination services of the Northern Ontario Mining Showcase at CIM 2024, 2025 and 2026 at a rate of \$450 per exhibitor plus taxes pending annual funding approval from FedNor for consideration at the August 8, 2023 Regular Council meeting.

Background

The City has led the Northern Ontario Mining Showcase (NOMS) event at PDAC for 9 years now. Markey Consulting has been our contracted event coordinator for the entire project and has provided nothing but excellent service and fantastic results. For the first five years, the contract was paid \$600 per exhibitor. For the past two years the contract fee was \$650 per exhibitor. The contract fee to coordinate the NOMS event at CIM was in the past \$400 per exhibitor.

Council requested when we next review the contract that we complete a public process rather than using a single source process to ensure that the public is getting good value for money. FedNor requested as part of their funding support for 2024 that the City go through an RFP process to choose an event coordinator.

Analysis

CS-RFP-001-2023 being a proposal to provide event coordination services for the Northern Ontario Mining Showcase (NOMS) at PDAC 2024, 2025 and 2026 was sent directly by email to ten regional consulting firms who had expressed interest in the contract over the past few years. In addition, CS-RFP-002-2023 being a proposal to provide event coordination services for the NOMS at CIM in 2024, 2025 and 2026 sent to the same 10 consulting firms. Both RFPs were put onto the City website for other firms to access.

Only one proposal was received by the closing date of the process, however it was a combined proposal between MineConnect and Markey Consulting. This is a good partnership as Marla can provide some continuation of service while MineConnect is the mining supply and service association for Northern Ontario and will provide some great marketing opportunities.

Two other companies did provide emails thanking us for reaching out but advising that they had decided not to bid on the contract.

The proposal for coordination at PDAC came in with a slight increase from our current agreement. The contract requests \$675 per exhibitor which based on our past pavilions would see a total contract price of \$74,250 for our regular 110 exhibitors.

The proposal for coordination at CIM came in also with an increase from our current agreement. The contract requests \$450 per exhibitor which based on our past pavilions would see a total contract price of \$13,500 for our estimated 30 exhibitors.

Relevant Policy / Legislation / City By-Law

- 2024 Corporate Services Budget
- Purchasing Policy

Consultation / Communication

- Information was shared with a number of regional consulting firms and on the City website.

Financial / Staffing Implications

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

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

The City's contract will increase from the current rate of \$650 per exhibitor to \$675 per exhibitor. These costs will all be covered within the FedNor contract to host the Northern Ontario Mining Showcase at PDAC and CIM.

Staff time from the Economic Development Officer will be required to ensure this project is successful. Generally 1 – 2 additional staff members are required to attend the event in Toronto for 3 – 5 days in March to ensure that we have enough people to manage the pavilion.

It is also recommended that the Mayor attend the event to formally open the exhibit and if possible, at least one other Councillor should attend annually to see the pavilion to better understand the value of the program.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James Franks
Economic
Development Officer

Shelly Zubyc
Director of Corporate
Services

Amy Vickery
City Manager

Subject: Housing Accelerator Fund Briefing

Report No.:

CS-033-2023

Agenda Date:

August 8, 2023

Attachments

Appendix 01: Housing Accelerator Fund Pre-application Reference Material

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-033-2023;
2. That Council directs staff to prepare an Action Plan as part of the City of Temiskaming Shores' application to the Housing Accelerator Fund; and
3. That Council authorizes the City Manager to approve the final Action Plan, including the proposed initiatives and any refinement required as additional information becomes available, in support of the City's application to the Housing Accelerator Fund prior to finalizing the application to the Canada Mortgage and Housing Corporation.

Background

In the 2022 budget, the Federal government announced \$4 billion in funding to create more housing supply at an accelerated pace. The Housing Accelerator Fund (HAF) encourages municipalities to make systemic changes to their building and planning processes to enhance certainty in the approvals and building process, while also supporting the following priorities:

- Supporting the development of complete communities that are walkable, consisting of appropriate residential density and a diverse mix of land uses, providing access to a wide variety of amenities and services through public and active transportation;
- Supporting the development of affordable, inclusive, equitable and diverse communities that encourage clear pathways to achieving greater socio-economic inclusion largely achieved through the equitable provision of housing across the entire housing spectrum;
- Supporting the development of low-carbon and climate-resilient communities.

HAF is being administered by the Canada Mortgage and Housing Corporation (CMHC) and is open to communities across Canada. The program is split into two streams: Large/Urban (jurisdictions with a population greater than or equal to 10,000); and

Small/Rural/North/Indigenous (jurisdictions with a population less than 10,000 or within one of the territories or an Indigenous community). The City would qualify under the Small/Rural/North/Indigenous stream.

In order to submit an application to the HAF, the City must commit to a Housing Action Plan in which a minimum of five initiatives must be identified for implementation over the next three years (by the end of September, 2026). These initiatives must help the City achieve the committed housing supply growth target and any additional targets, and must support enhancements that are achievable within the timeframe of the HAF.

The HAF program would incentivize multi-unit development only, with a base amount of \$20,000 per unit being provided for all units proposed over and above the number of units projected to be constructed without the HAF. There is also incentive funding available for “missing middle” housing as well as affordable housing. The funding available through the HAF program is:

Housing Type	Description	Funding
Single detached home	A building containing 1 dwelling unit, which is completed separated on all sides from any other dwelling or structure	\$0
Multi-unit housing – in close proximity to rapid transit	Any form of multi-unit housing in close proximity (1,500m) to rapid transit	NA – the City does not have rapid transit
Multi unit housing – missing middle	Ground-oriented housing types (includes garden suites, secondary suites, duplexes, triplexes, fourplexes, row houses, courtyard housing, low-rise apartments)	\$20,000 per unit (base amount) + \$12,000 per unit
Multi unit housing – other	All multi-unit housing excluding missing middle and multi-unit housing in close proximity to rapid transit	\$20,000 per unit (base amount)
Affordable housing bonus	Rewards applicants that can increase the share of affordable housing units relative to the total projected permitted units with the support of the HAF (an additional incentive on top of the base amount and the missing middle incentive, if applicable)	+ \$19,000 per unit

The funding available through the HAF is not intended to incentivize a specific development, rather the funding can be used to support housing under any of the following categories:

- Investments in HAF Action Plans – implementation of any initiative that was included in the proponent’s Action Plan and approved by CMHC;

- Investments in Affordable Housing – construction, repairs, and modernization, or land/building acquisition for affordable housing;
- Investments in housing-related infrastructure – water/wastewater infrastructure, solid waste management, public transit, disaster mitigation, brownfield redevelopment, capacity-building, site preparation that supports housing;
- Investments in community-related infrastructure that supports housing – local roads and bridges, sidewalks, lighting, bicycle lanes, firehalls, landscaping and green space.

The application form requires a breakdown of how the projected funding will be spent within the above categories, and if successful, the City will be required to report on how the HAF funding was used in each reporting period.

Based on a review of the program specifics, staff believe that the City is well-positioned to submit an application and the next section of this report provides details on the City's proposed initiatives to be included in the application.

Analysis

Planning, Public Works, Recreation, and Economic Development staff have met to discuss the specifics of the program, the City's expected housing targets over the next three years, potential initiatives, and potential allocation of the possible funding. Given the short turn-around time to submit the application, the proposed initiatives are outlined in this section of the report, however further review and discussion will be required before the application can be submitted. Staff are requesting the Council grant authority to the City Manager to approve the Housing Action Plan prior to the submission of the City's application to the HAF program.

To better inform the initiatives included in the Action Plan, staff reached out to four local contactors and three local designers to get feedback on the initial ideas and gather additional insight into the needs and desires of the building community in relation to their experiences with the City. Six meetings were held and the information obtained helped inform the initiatives described below. The proposed initiatives to be included in the City's HAF Action Plan are as follows:

1. Preparation and Disposal of City-owned Lands for Housing

The City owns a number of infill residential properties in Haileybury and North Cobalt. These properties are generally unserviced, but all are serviceable. A number of the properties are made up of two or three subdivision lots that could be sold separately for development, or combined. Two of the lots include abandoned storm infrastructure that would need to be removed prior to disposal of the lot. Staff are proposing that the City run the necessary service connections to the property line of these lots and offer the lots to local builders for development.

A development agreement would be entered into requiring the lot be developed for multi-unit residential purposes, and would charge a fee for the builder to purchase the lot. Upon completion of the project, staff propose that the City rebate the purchase price of the lot plus an additional sum to be determined in order to incentivize construction within the required timeframe. If the project were to not proceed, the City could resume ownership of the lot. It is noted that all of the contractors staff met with indicated a strong interest in this initiative.

2. Encouraging Accessory Dwelling Units (ADUs)

The City recently amended the Official Plan and Zoning By-law to permit up to three residential units on all fully-serviced properties within the designated settlement areas, and up to two residential units on all privately-serviced properties outside of the settlement areas. In order to encourage the construction of ADUs, staff are proposing the creation and implementation of an advertising campaign to inform the public of the newly- adopted policies. Staff are also proposing an incentive program whereby a homeowner construction an ADU would be rebated the building permit fee upon the issuance of the occupancy certificate for the unit.

3. Implementation of an E-permitting System for Building Permit Applications

Many municipalities across Ontario have implemented an online system for the submission of building permit applications. City staff have previously discussed this possibility with CGIS, our current geographic information system provider. Working with the Building Department and the IT department, a suitable e-permitting system would be identified, purchased, and implemented to streamline the submission and internal review of building permit application for local contractors and the general public.

4. Creation of a Communications Plan/Policy

It was evident during meetings with the local contractors that the City can improve its communication. It was suggested that meetings with local builders or a newsletter to inform them of changes to the Building Code or local planning rules would be helpful. It was also suggested that the creation of flow charts or infographics outlining the planning and building process would be useful for local buildings and homeowners. Staff have also proposed the creation of an internal communication policy for development applications.

5. Multi Unit Residential Zoning By-law Review

Although an amendment to the Zoning By-law was recently undertaken to implement amendments to the Planning Act for additional dwelling units, and many of the residential properties allow up to four residential units as of right, staff have identified that there may be larger properties that could accommodate five or more units. These properties would be serviced, within the settlement areas, and would

be larger than a standard single residential lot. Staff would complete a review of residential properties, both vacant and developed, and identify properties that could be subject to a rezoning to permit additional units without the need for a zoning amendment.

Staff has reviewed the building permit statistics for 2018-2022 (the required reporting timeframe for the HAF application), has considered the stock of lots within existing subdivision that can be reasonably expected to be developed in the next 3 years, and has taken into account permitted and potential development within the City. Based on this information staff project that without the HAF funding 131 units could be created (15 single detached, 14 missing middle, 102 other multi-unit). If the City's application to the HAF were to be approved it is projected that 196 new units could be created (15 single detached, 79 missing middle, 102 other multi-unit). Based on this information, the HAF funding would allow the City to realize 65 residential units above what would be constructed without the funding. This represents a projected average annual housing supply growth rate of 1.42%, and a projected increase in housing supply growth rate of 49.62%, both of which exceed the minimum HAF program targets (1.1% and 10%, respectively).

Considering the above information, it has been calculated that the City could be eligible for \$2,080,000 in funding (\$1.3 million in base unit funding and an addition \$780,000 in missing middle incentive funding). If the City's application were successful the City would be required to enter into a contribution agreement with CMHC and would also be required to submit the Council-approved Action Plan. An upfront advance in the amount of 25% of the total approved funding would be provided, with another 25% provided in the first year of the agreement, another 25% in the second year of the agreement, and the final 25% in the third year of the agreement. The last three advances are contingent upon the City meeting the reporting requirements of the program and demonstrating the initiatives outlined in the Action Plan are being implemented as proposed. The final advance does include a requirement to confirm that the housing supply growth targets have been met, and it has been confirmed with CMHC that if the targets are not met then the final advance may be prorated to reflect the discrepancy but there would be no impact on previous advances.

An additional requirement of the program is that proponents have an up-to-date Housing Needs Assessment by the third reporting period (second year of the agreement). The City does not currently have a Housing Needs Assessment, so a consultant would need to be engaged to complete this outside of the HAF funding. The cost is unknown at this time.

Staff are working diligently on the completion of the application and the refinement and finalization of the initiatives in order to meet the application submission deadline of August 18, 2023. Due to the short timeframe staff is asking Council to approve the previously-outlined initiatives in principal and authorize the City Manager to approve the final Action Plan and submission of the application. Council would be provided with an update at the September 5th Committee of the Whole meeting.

Relevant Policy / Legislation / City By-Law

- Housing Accelerator Fund

Consultation / Communication

- Meetings were held with 3 local contractors and 1 local designer; a phone conversation was had with 1 local contractor; email comments were submitted by 1 local designer.
- A meeting was held with the Community Safety and Well-Being Plan coordinator.
- Consultation with the City's Senior Management Team

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 HAF represents additional funding available to municipalities in order to incentivize the construction of residential units over a three-year timeframe. As the funding was announced in the first part of 2023 and will not be approved until late 2023 it was not possible to include in the budget. Should the City's application be successful the approved amounts can be included in the 2024, 2025, and 2026 budgets. The City will also need to budget for the completion of a Housing Needs Assessment in 2024 or 2025.

Climate Considerations

The purpose of this report is to seek Council's agreement on the City's submission of an application to the Housing Accelerator Fund. The submission of the application itself is not anticipated to have an impact on climate considerations, however should the application be approved, the subsequent development would have an impact on climate considerations. The resulting development would generally represent infill and intensification which supports walkability and active-travel thereby reducing emissions normally associated with greenfield development.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP,
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Services

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Pre-application Reference Material



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1. PURPOSE OF THIS GUIDE

This reference document will help applicants to get ready to apply to the Housing Accelerator Fund (the HAF) administered by the Canada Mortgage and Housing Corporation (CMHC). It informs applicants about program requirements and information that they will need to submit as part of their application. Potential applicants are local authorities as described in section four (4).

Through the provision of incentive funding, the HAF is intended to drive transformational change within the sphere of control of the local government regarding land use planning and development approvals with the overall objective to “accelerate supply” of housing.

As part of the application process, applicants must outline the actions that they will take to increase housing supply and reflect these initiatives in an action plan. Given the time that it may take to prepare the application, including the mandatory action plan and to obtain the necessary local approvals, CMHC is providing this document well in advance of the application intake portal opening.

For greater certainty, the formal application form for the HAF will be made available later in 2023 in support of the launch of the initiative when CMHC is ready to accept applications. It is possible that certain information will be requested within the application form that is not referenced in or that differs from this document.

2. PROGRAM BUDGET

With the launch of the HAF, \$4 billion in funds may be available to local authorities (see definition in section four (4)) to incentivize the implementation of local actions that remove barriers to housing supply, accelerate the growth of supply, and support the development of communities that are aligned with several priorities as described in section three (3).

3. OBJECTIVES

The primary objectives of the program are to create more supply of housing at an accelerated pace and enhance

certainty in the approvals and building process, while also supporting the following priorities:

- Supporting the development of complete communities that are walkable, consisting of appropriate residential density and a diverse mix of land uses, providing access to a wide variety of amenities and services through public and active transportation.
- Supporting the development of affordable, inclusive, equitable and diverse communities that encourage clear pathways to achieving greater socio-economic inclusion largely achieved through the equitable provision of housing across the entire housing spectrum.
- Supporting the development of low-carbon and climate-resilient communities.

As a result of investments towards these objectives and priorities, the HAF is expected to result in permits being issued for 100,000 more housing units than would have occurred without the HAF.

4. ELIGIBLE APPLICANTS

Local governments within Canada, including First Nations, Métis and Inuit governments who have delegated authority over land use planning and development approvals are eligible to apply to the HAF.

In the absence of a municipal-level authority, a regional district or province or territory that has authority for land use planning and development approvals may also apply to the HAF.

5. APPLICATION STREAMS

There are two application streams, as follows:

- **Large/Urban:** A jurisdiction located anywhere in Canada with a population* equal to or greater than 10,000, excluding those within a territory or an Indigenous community.
- **Small/Rural/North/Indigenous:** A jurisdiction located anywhere in Canada with a population* less than 10,000 or within one of the territories or an Indigenous community.

*Population based on 2021 census data.

6. MINIMUM REQUIREMENTS

To be eligible for incentive funding, the applicant must:

- Develop an action plan as part of their HAF application, including satisfying the prescribed minimum number of initiatives as outlined in section seven (7). The purpose of the action plan is to outline a housing supply growth target and the specific initiatives that the applicant will undertake to grow housing supply and speed up housing approvals.
- Commit to a housing supply growth target within their action plan that increases their average annual rate of growth by at least 10%. The growth rate must also exceed 1.1%*. Formulas for these calculations are available in Appendix A of this guide – refer to row 9 and row 8.
- Complete or update a housing needs assessment report** and include a reoccurring scheduled review date within the report to ensure that the needs assessment is kept current.
 - The requirement to complete or update a housing needs assessment report may be waived if the applicant recently completed or updated their housing needs assessment. Applicants that have completed or updated their housing needs assessment within two years of the 2022 federal budget announcement (April 7, 2022) can request that this requirement be waived. If there is no reoccurring scheduled review date on this existing housing needs assessment report, there remains a requirement to add a reoccurring scheduled review date.
- Submit periodic reports to CMHC in the form and timelines prescribed. See section 12 for additional details. This includes:
 - Progress reporting on the initiatives and commitments within the action plan.
 - Micro-level permit data for residential buildings for all permitted units.
 - Details that support that HAF funding was used for a permitted purpose.

*CMHC may consider growth targets that fall outside these program guidelines on a case-by-case basis considering actual applications received. Applicants are encouraged to put forward the strongest application possible. Refer to section nine (9) for details on the evaluation criteria.

**For those that need to complete or update their housing needs assessment, resources are available on [CMHC's website](#). The report is not required to be completed at the time of application submission, but it must be completed within the prescribed timeframe (i.e., the third reporting period). See section 13 for details on the reporting schedule.

7. ACTION PLANS

Applicants must provide an action plan as part of their application, which will assist CMHC in selecting applicants. If selected by CMHC, the action plan will form part of the contribution agreement. Refer to Appendix A for details on the type of information required as part of the application, including the action plan.

Each applicant must assess its own housing needs, challenges, and opportunities in considering whether to apply under the HAF. Applicants are encouraged to consider regional matters in developing their action plans. Applicants may wish to consult the information available on the Statistics Canada website as part of its assessment. [Table 98-10-0002-02](#) provides information on population and dwelling counts for provinces, territories, and census subdivisions.

Housing supply growth target

Within the action plan submitted as part of the application for HAF, the applicant will be required to provide two projections to CMHC as outlined below. The applicant must calculate their own projections based on reasonable assumptions and data sources, including Statistics Canada and/or its own administrative data. There is no prescribed formula; however, projections should be based on a three-year period ending September 1, 2026.

- The total number of permitted housing units projected **without** HAF.
- The total number of permitted housing units projected **with** HAF. This second projection is what is referred to as the “housing supply growth target.”

For the purpose of determining if the committed growth rate satisfies the minimum 10% increase and exceeds 1.1%, the following formulas will be used by CMHC:

- The annual projected growth rate without HAF: the total number of permitted housing units projected without HAF/3 years/current total number of dwellings *100%.
- The annual projected growth rate with HAF: the total number of permitted housing units projected with HAF/3 years/current total number of dwellings *100%.

The current total number of dwellings should be consistent with the applicant's 2021 census data adjusted for additional dwellings built since that reporting period.

Additional targets

Applicants will also be able to set targets based on the type of housing supply that is projected to be permitted with the support afforded by the HAF program. These additional targets will increase the amount of funding available to the proponent if selected to participate in the program. The targets can be set for housing types that align with the priorities of the HAF program, which include:

- Multi-unit housing (in close proximity to rapid transit)
- Multi-unit housing (missing middle)
- Multi-unit housing (other)
- Affordable housing units.

Refer to section 10 for an overview of the funding methodology and definitions for each type of housing.

Action plan initiatives

The action plan must include initiatives that will help the applicant achieve their committed housing supply growth target and any additional targets. The action plan items must support enhancements achievable within the program's timeframe, but the intent is for changes to outlive the HAF.

The minimum number of initiatives depends on the application stream, as follows:

- **Large/Urban:** A minimum of seven initiatives.
- **Small/Rural/North/Indigenous:** A minimum of five initiatives.

All initiatives included within the action plan should be new initiatives that have not yet started. In exceptional circumstances, CMHC may be willing to consider initiatives that started after the 2022 federal budget (April 7, 2022), which announced the Housing Accelerator Fund, in cases where an applicant may be challenged to meet the prescribed minimum number of initiatives.

The applicant must indicate how each initiative will increase the supply of housing and associated timelines, as well as any other expected results.

The applicant must identify and explain how each proposed initiative supports at least one of the objectives of the program (see section three (3)).

The following list of initiatives are aligned with the objectives of the HAF program and reflect common practices in urban planning, contributing to more housing supply. Applicants are encouraged to select from this list where it makes sense to do so given the local context. There is flexibility for CMHC to consider alternative initiatives proposed by applicants. Actions that do not support the objectives of the program will not be considered.

- Promoting high-density development without the need for rezoning (as-of-right zoning), e.g., for housing developments up to 10 stories that are in proximity (within 1.5km) of rapid transit stations and reducing car dependency
- Allowing increased housing density (increased number of units and number of storeys) on a single lot including promoting "missing middle" housing forms typically buildings less than 4 stories
- Encouraging Accessory Dwelling Units—a second smaller unit on the same property as a primary unit
- Enable mixed-use redevelopment of city-owned properties, while where appropriate maintaining the current government use, e.g., building housing on top of a library or office space
- Promoting infill developments (adding new units to existing communities) with increased housing density and a variety of unit types (e.g., duplexes or secondary suites)
- Implementing rental only zoning
- Implementing land use changes mandating a minimum number of family units (units with more than two bedrooms) or allowing for office conversions to residential with minimum family unit requirements
- Implementing revised parking requirements such as reduced or eliminated parking spaces for new developments
- Implementing disincentives, costing or fee structures to discourage such things as unit vacancy, underdeveloped/ idle land, and low-density forms of housing
- Ensuring that development and amenity charges – fees that cover necessary infrastructure to support new housing and amenities such as libraries and recreation centres in and adjacent to the communities where development is occurring – are clear, transparent and pre-determined (not subject to negotiation)

- Aligning development charges with the costs of infrastructure and servicing
- Implementing incentives, costing or fee structures, for example density bonusing, to encourage such things as affordable housing and conversions from non-residential to residential
- Waiving public hearings on all affordable housing projects that conform to the official community plan
- Implementing measures to address or prevent flood plain or climate change risk for example making flood plains park land and/or creating relocation programs to move housing units out of at-risk areas
- Incorporating a climate adaptability plan into Official Community Plan
- Promoting and allowing more housing types that serve vulnerable populations
- Promoting regulated multi-tenanted housing forms (e.g., boarding houses or single room occupancy)
- Implementing inclusionary zoning (the requirement that a developer builds a certain percentage of their units at affordable (below market) prices or rents) in ways that foster development
- Encouraging alternative forms of housing construction such as modular housing, manufactured housing, and prefabricated housing
- Create a process for the disposal of city-owned land assets for the development of affordable housing as-of-right (not requiring rezoning)
- Implementing new/enhanced processes or systems such as case management, e-permitting, land and building modelling
- Implementing changes to decision making such as delegating development approval authority to municipal staff based on established thresholds or parameters
- Partnering with non-profit housing providers to preserve and increase the stock of affordable housing
- Updating infrastructure planning to align with official community plans, growth targets, and housing needs assessment

- Reducing and streamlining urban design and character guidelines, i.e., elimination of height restrictions, visual character requirements, view cones, setbacks, etc.

It is the responsibility of the applicant to determine and confirm that it has the requisite authority, expertise, capacity, and resources to implement any and all chosen initiatives. The contribution agreement shall include a representation and warranty by the applicant confirming the above and CMHC will be relying on the representation and warranty without any independent investigation. All action plans must be approved by elected Council (or equivalent, including delegated authority) and include an attestation of the applicant's Chief Financial Officer (or equivalent) on the viability of the plan using the prescribed form. The attestation must be obtained by the applicant before applying to the HAF. The approval may be obtained by the applicant before applying to the HAF and is required before the contribution agreement is signed.

Note: CMHC may provide successful applicants with an opportunity to propose additional initiatives and increase their housing supply growth target in the event there is unused funding in the later years of the program.

8. INCENTIVE FUNDING AND PERMITTED USES

The HAF is about driving transformational change and creating the conditions for more housing supply over the short and longer term. The HAF is intended to incent applicants to commit to change, show progress and be provided with funding in return.

For clarity, HAF is not directly underwriting specific housing projects or reimbursing proponents for specific costs incurred. Rather, HAF funding can be used in support of housing under any of the following four categories. For further details on how HAF funding would be advanced refer to section 13.

Permitted uses of HAF funding:

- Investments in Housing Accelerator Fund Action Plans
 - any initiative included in the proponent's action plan and approved by CMHC.
- Investments in Affordable Housing
 - construction of affordable housing
 - repair or modernization of affordable housing
 - land or building acquisition for affordable housing.
- Investments in Housing-related Infrastructure
 - drinking water infrastructure that supports housing
 - wastewater infrastructure that supports housing
 - solid waste management that supports housing
 - public transit that supports housing
 - community energy systems that support housing
 - disaster mitigation that supports housing
 - brownfield redevelopment that supports housing
 - broadband and connectivity that supports housing
 - capacity building that supports housing
 - site preparation for housing developments.
- Investments in Community-related Infrastructure that supports housing
 - local roads and bridges
 - sidewalks, lighting, bicycle lanes
 - firehalls
 - landscaping and green space.

Proponents will be asked to estimate how much of their funding will be allocated to each category as part of their application (% of total estimated funding). If approved to participate in the program, proponents must report on how HAF funding was used in the form and timelines prescribed. Additional information on reporting requirements can be found in section 12.

Subject to the permitted uses outlined above, HAF funding can be used in conjunction with other CMHC or federal government programs, unless expressly prohibited under the terms of such initiatives. Please note that funding from the HAF will not be considered as local or PT (Provinces & Territories) cost-matching under the existing CMHC-PT NHS bilateral agreements, which exclude contributions from Government of Canada sources or from CMHC.

9. EVALUATION CRITERIA

CMHC will review all applications to determine if they meet program requirements of the HAF. The evaluation of the application will be based on the criteria listed in Table 1. All applications will be assessed and scored.

All initiatives outlined in the action plan will be individually assessed and scored; however, for prioritization purposes only the top five initiatives under the Small/Rural/North/Indigenous stream or top seven initiatives under the Large/Urban stream will be considered. While only the top five or seven initiatives will be used for prioritization purposes, additional initiatives should still be put forward within the action plan as required to support the committed housing supply growth target and alignment with HAF priorities.

The evaluation criteria are used to assess the application and to determine which applicants are selected to participate in the HAF. It will **not** dictate funding amounts. There is a separate funding framework for those that are selected to participate in the program. Refer to section 10 for the funding methodology.

Table 1: Evaluation criteria

Criteria	Assessment and Prioritization
The commitment to increase housing supply Total available points: 10	<p>Strong proposals will demonstrate a commitment to increase the supply of housing above the minimum requirements of the program.</p> <ul style="list-style-type: none"> Annual growth rate: <ul style="list-style-type: none"> – over 2.5% - 5 points – 1.5% to 2.5% - 3 points – 1.1% to 1.4% - 1 point. Annual growth rate percentage change: <ul style="list-style-type: none"> – over 20% - 5 points – 15% to 20% - 3 points – 10% to 14% - 1 point.
The relevance of the initiative outcome(s) to one or more of the objectives of the HAF Total available points: NA (pass/fail)	<p>Proposed initiatives within the action plan will be assessed to confirm if they support one or more of the following objectives, including priority areas:</p> <ul style="list-style-type: none"> Creating more supply of housing at an accelerated pace and/or enhancing certainty in the approvals and building process. Supporting the development of complete communities that are walkable consisting of appropriate residential density and a diverse mix of land uses providing access to a wide variety of amenities and services through public and active transportation. Supporting the development of affordable, inclusive, equitable and diverse communities that encourage clear pathways to achieving greater socio-economic inclusion largely achieved through the equitable provision of housing across the entire housing spectrum. Supporting the development of low-carbon and climate-resilient communities.
The effectiveness of the initiative on increasing the supply of housing Total available points: 20	<p>Proposed initiatives within the action plan will be assessed based on:</p> <ul style="list-style-type: none"> Implementation: The time it will take to complete the initiative. <ul style="list-style-type: none"> – within 1 year - 5 points – within 2 years - 3 points – over 2 years - 1 point. Supply Impact: The extent to which the initiative will improve housing and community outcomes. <ul style="list-style-type: none"> – high degree of improvement - 5 points – medium degree of improvement - 3 points – low degree of improvement - 1 point. Timeliness: The time it will take to start to achieve additional permitted units as a result of the initiative. <ul style="list-style-type: none"> – within 1 year - 5 points – within 2 years - 3 points – over 2 years - 1 point. System Impact: The extent to which the initiative increases stability and predictability in the housing system. <ul style="list-style-type: none"> – high degree of stability and predictability - 5 points – medium degree of stability and predictability - 3 points – low degree of stability and predictability - 1 point.
The need for increased housing supply Total available points: 5	<p>While not a mandatory requirement at the time of application submission, strong proposals will demonstrate housing needs as evidenced by a current housing needs assessment report.</p> <ul style="list-style-type: none"> Yes, a current report is available - 5 points No, a current report is not available - 0 points.

There is only one planned intake window. CMHC will consider take-up across jurisdictions and may adjust application rankings to support a national distribution. CMHC will make formal recommendations to the Minister of Housing and Diversity and Inclusion. Once approvals and final funding decisions are made, CMHC will advise applicants of the outcome.

10. FUNDING METHODOLOGY

For those applicants that are selected for participation in the HAF program (see section nine (9)), a funding framework will be used to determine the amount of funding per successful applicant.

There are three components of the funding framework: (1) base funding, (2) top-up funding and (3) an affordable housing bonus. For the base funding, the per unit amount will be higher for applications pertaining to the territories or Indigenous communities.

While the funding envelope is determined on the basis of per unit amounts, the HAF incentive funding is designed to support the costs associated with the initiatives within the action plan, as well as any other permitted use of funds in order to accelerate the supply of housing in Canada (see section eight (8) for permitted uses of funds). The proponent will have flexibility in how HAF funding is used provided it is for a permitted use.

Components of the funding framework:

1. **Base funding** is designed to incent all types of supply across the housing spectrum. Base funding is estimated at \$20K* per HAF incented unit (\$40K* per HAF incented unit for applications pertaining to the territories or an Indigenous community). The per unit amount will be multiplied by the number of HAF incented units. HAF incented units refers to the difference between two

projections: (1) the number of permitted units that are anticipated **without** the support afforded by the HAF program and (2) the number of permitted units that are anticipated **with** the support afforded by the HAF program. The latter would establish the housing supply growth target, which would be included in the action plan and reflected in the contribution agreement.

2. **Top up funding** is designed to incent certain types of housing supply. Top up funding will depend on the type of housing and the associated projected increase in the number of permitted units. There is no top up funding available for single detached homes. The value ascribed to each category will be multiplied by the associated projected increase in the number of permitted units. The targets established for each unit type would be included in the action plan and reflected in the contribution agreement.

3. **Affordable housing** bonus is designed to reward an applicant that can increase its share of affordable housing units relative to the total projected permitted units with the support afforded by the HAF. The percentage growth will be multiplied by the ascribed value and then by the total projected permitted units with the support afforded by the HAF. The target would be included in the action plan and reflected in the contribution agreement.

*All per unit amounts for the base funding, top up funding and affordable housing bonus are estimated amounts that may assist potential applicants for budgeting purposes. CMHC may adjust these amounts and this flexibility is to help ensure that CMHC can support higher than anticipated housing supply growth targets and outcomes across Canada within the overall program funding.

The following tables provide an illustrative example of the funding framework.

Table 2: Base Funding

	Total projected permitted units without HAF	Total projected permitted units with HAF	HAF incented units	Per unit amount	Base funding amount
Base funding	5,500	6,000	500	\$20,000*	\$10,000,000

A total of 500 HAF incented units * \$20K per unit = \$10M.

*All per unit amounts for the base funding, top up funding and affordable housing bonus are estimated amounts that may assist potential applicants for budgeting purposes. CMHC may adjust these amounts and this flexibility is to help ensure that CMHC can support higher than anticipated housing supply growth targets and outcomes across Canada within the overall program funding.

Table 3: Top-up Funding

	Total projected permitted units without HAF by type of housing	Total projected permitted units with HAF by type of housing	Increase in housing type (#)	Per unit amount	Top-up funding amount
Single detached homes	2,000	2,100	100	\$0	\$0
Multi-unit housing (in close proximity to rapid transit)	400	450	50	\$15,000*	\$750,000
Multi-unit housing (missing middle)	1,000	1,250	250	\$12,000*	\$3,000,000
Multi-unit housing (other)	2,100	2,200	100	\$7,000*	\$700,000
Total units	5,500	6,000	500		
Top up funding					\$4,450,000

For example, an increase of 250 missing middle housing units * \$12K per unit = \$3M.

*All per unit amounts for the base funding, top up funding and affordable housing bonus are estimated amounts that may assist potential applicants for budgeting purposes. CMHC may adjust these amounts and this flexibility is to help ensure that CMHC can support higher than anticipated housing supply growth targets and outcomes across Canada within the overall program funding.

Table 4: Affordable Housing Bonus

	Total projected affordable units permitted without HAF (%)	Total projected affordable units permitted with HAF (%)	Increase in the share of affordable housing units (%)	Per unit amount	Affordable housing bonus amount
Affordable housing bonus	2.00%	3.50%	1.50%	\$19,000*	\$1,710,000

An increase in the share of affordable housing units of 1.50% * 6,000 total projected permitted units with HAF * \$19K per unit = \$1.71M.

*All per unit amounts for the base funding, top up funding and affordable housing bonus are estimated amounts that may assist potential applicants for budgeting purposes. CMHC may adjust these amounts and this flexibility is to help ensure that CMHC can support higher than anticipated housing supply growth targets and outcomes across Canada within the overall program funding.

Total Incentive Funding: \$16,160,000

Base funding (\$10M) + top up funding (\$4.45M) + affordable housing bonus (\$1.71M) = \$16.16M

The average amount for each HAF incented unit is: \$32,320

Total incentive funding of \$16.16M / the number of HAF incented units of 500 = \$32,320

Definitions

- Single-detached homes refers to a building containing 1 dwelling unit, which is completely separated on all sides from any other dwelling or structure. This includes link homes, where 2 units may share a common basement wall but are separated above grade. It also includes cluster-single developments.
- Multi-unit housing in close proximity to rapid transit refers to any form of multi-unit housing in close proximity (1500m) to rapid transit, which operates frequent service with high capacity and priority over other modes of transportation typically achieved through an exclusive right-of-way.
- Multi-unit housing characterized as missing middle refers to ground-oriented housing types. This includes garden suites, secondary suites, duplexes, triplexes, fourplexes, row houses, courtyard housing, low-rise apartments (4 storeys or less).
- Other multi-unit housing refers to all multi-unit housing excluding missing middle and multi-unit housing in close proximity to rapid transit.
- Affordable housing refers to housing units that are intended for households whose needs are not met by the marketplace. The local definition will be used for the purposes of HAF or in the absence thereof the provincial/territorial definition.

11. MINIMUM DOCUMENTATION REQUIREMENTS

To support their application, applicants will be asked to submit the following minimum documentation:

- Completed application form, including action plan
- Signed integrity declaration
- Most recent audited financial statements (if not available publicly)
- Current housing needs assessment report (if available at time of application)
- Attestation letter signed by the applicant's Chief Financial Officer (or equivalent) using the prescribed form on viability of the action plan.

The action plan template will provide applicants with an opportunity to outline stated goals, objectives, and expected results. The applicant should be able to provide analysis or statistics to support the initiatives put forward in the action plan. This supporting information could be referenced directly in the application or be submitted as supporting documentation, for example, the applicant may wish to refer to a recent housing needs assessment, or other report outlining needs or opportunities for increased housing supply growth.

12. REPORTING REQUIREMENTS

There are three main reporting obligations under the HAF. The proponent will be required to adhere to specific reporting requirements, which include:

- Progress on the initiatives and commitments outlined in the action plan.
 - Actual start and completion date of each initiative
 - Percentage complete for each initiative
 - Overall status for each approved initiative (i.e., Completed, On Track, Delayed, Not Started)
 - Start and completion date of the milestone(s) for each initiative
 - Overall status for the milestone(s) for each initiative (i.e., Completed, On Track, Delayed, Not Started)
 - Rationale for the status of each initiative and/or milestone. Where there are delays and/or milestones have not been met, the applicant must provide a detailed rationale, including a proposed plan to get the initiative back on track
 - Number of net new units permitted for residential buildings during the reporting period*.

*Permitted unit refers to units for which building permits for new housing construction were issued during the reporting period for residential buildings. The reference to "net" is to consider any demolitions or conversions that may have also taken place during that period. i.e., any units that are lost to the housing stock by way of demolitions or conversions from residential to non-residential will be subtracted from the number of permitted residential units to arrive at the net total.

- Permit data for all housing units permitted during the reporting period. CMHC plans to leverage the data points consistent with Statistics Canada Building Permits Survey for consistency purposes.
 - Permit number
 - Submission date of permit request
 - Issue date of permit
 - Construction/demolition location (site address)
 - Type of building code
 - Type of work code
 - Dwelling units created (if applicable)
 - Dwelling units lost (if applicable)
 - Units demolished (if applicable)
 - Secondary suite
 - Number of stories.
- Details on how HAF funding was used during the reporting period.
 - Category and sub-category of incentive funding (see section eight (8) of this document)
 - Annual dollar amount per category and sub-category
 - Cumulative dollar amount per category and sub-category.
 - Details on capital projects facilitated with HAF funding.

There may be additional data points required as part of the reporting requirements listed above. Explanations for the data points will be made available for each reporting requirement in support of the HAF application intake opening later in 2023.

Proponents will be required to make progress reports and how funds were used public through normal governance mechanisms or other means deemed appropriate by the proponent.

13. ADVANCING AND REPORTING SCHEDULES

There will be a total of four advances to successful applicants (referred to herein as proponents), with one advance planned for each year of the program. Each advance will be subject to conditions including those noted below.

The reporting obligations for proponents will be outlined in the contribution agreement. Reporting will be required at the following intervals: (i) a report on a prescribed form due no later than 6 months following the date the agreement is signed; and (ii) for each subsequent advance, reports on a prescribed form due within 60 days of the anniversary of the agreement. A final report on the use of the HAF funds will be due within 90 days of the fourth anniversary of the agreement.

The reports provided below must be accompanied by an attestation of the applicant's Chief Financial Officer or equivalent (on a prescribed form), which confirms that the proponent remains in compliance with the terms and conditions of the contribution agreement and that the proponent's representations and warranties remain true. Requests for annual payments are dependent on meeting applicable reporting obligations.

Advance	Conditions
Year 1 First advance: 25% of total approved funding*	<p>An upfront advance will be provided to the proponent. The upfront advance is intended to enable the proponent to start the initiatives outlined in their action plan and to pursue other investments in housing provided the funds are used for a permitted use(s).</p> <p>First reporting period (first 6 months of agreement): No later than 6 months following the agreement date the proponent must submit to CMHC a letter (in a prescribed form) attesting that it is on track to undertake items outlined in its action plan and otherwise fulfil its reporting obligations under HAF. No supporting details are required to be submitted unless expressly requested by CMHC at that time.</p>
Year 2 Second advance: 25% of total approved funding	<p>Second reporting period (first year of agreement): Within 60 days of the first anniversary of the agreement the proponent must submit to CMHC the following:</p> <ul style="list-style-type: none"> • A progress report on the action plan initiatives and commitments. This report will be on a prescribed form. • A report that includes micro-level permit data for residential buildings for all permitted units issued during the annual reporting period. This report will be on a prescribed form. • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. This report will be on a prescribed form. • A letter attesting that the proponent is on track to completing the items outlined in their action plan and has fulfilled its annual reporting obligations. This letter will be on a prescribed form.
Year 3 Third advance: 25% of total approved funding	<p>Third reporting period (second year of agreement): Within 60 days of the second anniversary of the agreement the proponent must submit to CMHC the following:</p> <ul style="list-style-type: none"> • A progress report on the action plan initiatives and commitments. This report will be on a prescribed form. All initiatives are required to be completed in support of the request for the third annual advance, including the housing needs assessment, as applicable. • A report that includes micro-level permit data for residential buildings for all permitted units issued during the annual reporting period. This report will be on a prescribed form. • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. This report will be on a prescribed form. • A letter attesting that the proponent has completed the initiatives outlined in their action plan, is on track to achieving growth targets and has fulfilled its annual reporting obligations. This letter will be on a prescribed form.

*CMHC may on a case-by-case basis consider a higher first advance.

(Continued)

Advance	Conditions
Year 4 Fourth advance: 25% of total approved funding	Fourth reporting period (third year of agreement): Within 60 days of the third anniversary of the agreement the proponent must submit to CMHC the following: <ul style="list-style-type: none"> • A report confirming achievement of the housing supply growth target and any other targets established in the action plan. This report will be on a prescribed form. • A report that includes micro-level permit data for residential buildings for all permitted units issued during the annual reporting period. This report will be on a prescribed form. • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. This report will be on a prescribed form. • A letter attesting that the proponent has achieved the housing supply growth target and any other targets outlined in the action plan and has fulfilled its annual reporting obligations. This letter will be on a prescribed form.
NA	Fifth reporting period (fourth year of agreement): Within 90 days of the fourth anniversary of the agreement the proponent must submit to CMHC the following: <ul style="list-style-type: none"> • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. It is expected that all funds be spent before this final report is submitted and fully accounted for in the report. This report will be on a prescribed form.

CMHC will consider all relevant circumstances when determining whether to approve a request for advance during the prescribed timelines. CMHC will work with the proponent to address situations where achievement is delayed or not progressing as planned. If satisfactory arrangements to rectify the situation are not implemented, then CMHC may reduce or withhold payment of advances. CMHC will communicate funding decisions in writing.

14. CONTRIBUTION AGREEMENT

To participate in the program, approved applicants will be required to enter into a contribution agreement with CMHC in which it agrees to the commitments and to undertake the initiatives set out in the action plan. The form of contribution agreement will be made available closer to when the portal will be opening later in 2023.

15. APPLICATION PROCESS

The following provides a high-level overview of the application process:

- CMHC publishes program parameters and pre-application reference material, including an action plan template on its [website](#)
- Applicants assess their own local context, including housing challenges and opportunities
- Applicants develop an action plan unique to their needs in support of HAF, aligned with the prescribed action plan template
- Applicants obtain appropriate approvals
- CMHC invites applicants to apply/portal opens for application submissions
- Applicants submit their application to CMHC, including their action plan
- CMHC will evaluate and prioritize applications
- CMHC will advise the applicant on the status of their application
- For approved applications, CMHC will confirm the total amount of funding available to incent new housing supply, expectations on progress reports, and the planned schedule of payments
- If approved, the proponent signs the contribution agreement. If not already obtained, Council approval (or equivalent) of the action plan is required before the proponent enters into the contribution agreement
- The action plan will form part of the contribution agreement between CMHC and the proponent.

16. IMPORTANT DATES

The following provides an overview of planned activities. Some modifications may be required as CMHC prepares for implementation. CMHC will provide further details as they become available.

- Detailed program parameters published by CMHC March 2023
- Potential applicants consider the program and develop their action plans if interested in applying
- Launch and opening of the application intake portal Summer 2023
- All HAF participants selected Summer/Fall 2023
- First advances processed Summer/Fall 2023
- First reporting period is 6 months following the date the agreement is signed
- Second reporting period is the first anniversary of the agreement, reports due within 60 days
- Second advances processed Summer/Fall 2024
- Third reporting period is the second anniversary of the agreement, reports due within 60 days
- Third advances processed Summer/Fall 2025
- Fourth reporting period is the third anniversary of the agreement, reports due within 60 days
- Fourth advances processed Summer/Fall 2026
- Fifth reporting period is the fourth anniversary of the agreement, final use of funds report due within 90 days.

APPENDIX A: APPLICATION DETAILS

CMHC anticipates that the following information will be required in the HAF application form, but applicants should be aware that additional information may be requested in CMHC's sole discretion.

1. GENERAL

Section A: Applicant Information

1.1. Organization Name (English)					
1.2. Organization Name (French)					
1.3. Organization Legal Name					
1.4. Organization Office Address	Street Number	Street Name	Street Type	Street Direction	Unit
	City	Province/Territory		Postal Code	
1.5. Applicant Contact Name (First and Last Name)					
1.6. Contact Email					
1.7. Contact Business Phone					
1.8. Contact Office Address	Street Number	Street Name	Street Type	Street Direction	Unit
	City	Province/Territory		Postal Code	
1.9. Primary Contact Preferred Language	<div>English</div> <div>French</div>				
1.10. Applicant Stream	<div>Large/Urban</div> <div>Small/Rural/North/Indigenous</div>				
1.11. Applicant Type	<div>Local government</div> <div>Indigenous government</div> <div>Regional district</div> <div>Provincial or territory</div>				
1.12. Council Approval	Indicate if Council approval (or equivalent) of the application has been obtained at the time of application submission. <div>Yes</div> <div>No</div>				

2. ACTION PLAN

Section B: Targets and Other Estimates

Projections should be based on a three-year period ending no later than September 1, 2026.

1. Total number of housing units projected to be permitted without any support afforded by HAF. If this projection does not align with historical trends, use the comment box below to explain and provide supporting details or analysis.	[insert number]
Provide a breakdown by type of housing:	
1.1 Single detached homes	[insert number]
1.2 Multi-unit housing (in close proximity to rapid transit)	[insert number]
1.3 Multi-unit housing (missing middle)	[insert number]
1.4 Multi-unit housing (other)	[insert number]
Total:	[calculated field: row 1.1 + row 1.2 + row 1.3 + row 1.4 must equal row 1]
2. Total number of housing units projected to be permitted with the support afforded by the HAF. This is referred to as the "HAF housing supply growth target."	[insert number]
Provide a breakdown by type of housing:	
2.1 Single detached homes	[insert number]
2.2 Multi-unit housing (in close proximity to rapid transit)	[insert number]
2.3 Multi-unit housing (missing middle)	[insert number]
2.4 Multi-unit housing (other)	[insert number]
Total:	[calculated field: row 2.1 + row 2.2 + row 2.3 + row 2.4 must equal row 2]
Provide a breakdown by year of the HAF program:	
2.5 For the year ending September 1, 2024	[insert number]
2.6 For the year ending September 1, 2025	[insert number]
2.7 For the year ending September 1, 2026	[insert number]
Total:	[calculated field: row 2.5 + row 2.6 + row 2.7 must equal row 2]
3. Total number of "HAF incented units" (units projected with HAF minus units projected without HAF).	[calculated field: row 2 minus row 1]
4. Percentage of affordable units projected to be permitted without any support afforded by HAF.	[insert percentage] %
5. Percentage of affordable units projected to be permitted with the support afforded by HAF.	[insert percentage] %
6. Total number of dwellings (i.e., current housing stock)	[insert number]
7. Projected average annual housing supply growth rate without HAF	[calculated field: row 1 / 3 years / row 6 * 100] %
8. Projected average annual housing supply growth rate with HAF (must exceed 1.1%)	[calculated field: row 2 / 3 years / row 6 * 100] %
9. Projected increase in the housing supply growth rate (increase of at least 10%)	[calculated field: (row 8 minus row 7) / row 7]

Comments

Section C: Initiatives	
Initiative 1	[name the initiative]
Initiative Type	[select initiative from drop down – select the best one that applies]
Description	[provide a brief description of the initiative, including its goals and objectives]
Start Date	[start date or estimated start date yyyy/mm/dd]
Completion Date	[estimated completion date yyyy/mm/dd]
Estimated Costs	[estimated costs for implementing the initiative \$0.00]
Expected Results	<p>[estimated number of permitted units the initiative will incent]</p> <p>[estimated number of permitted units the initiative will incent within the 3-year projection period]</p> <p>[other expected results]</p>
Evaluation Criteria	<p>The following evaluation criteria will be used to assess the application.</p> <ul style="list-style-type: none"> – The committed housing supply growth rate will be used as part of the assessment criteria. <p>This initiative supports the following objectives (select all that apply):</p> <p>Creating more supply of housing at an accelerated pace and enhancing certainty in the approvals and building process. [explain how the initiative supports the area selected]</p> <p>Supporting the development of complete communities that are walkable consisting of appropriate residential density and a diverse mix of land uses providing access to a wide variety of amenities and services through public and active transportation. [explain how the initiative supports the area selected]</p> <p>Supporting the development of affordable, inclusive, equitable and diverse communities that encourage clear pathways to achieving greater socio-economic inclusion largely achieved through the equitable provision of housing across the entire housing spectrum. [explain how the initiative supports the area selected]</p> <p>Supporting the development of low-carbon and climate-resilient communities. [explain how the initiative supports the area selected]</p> <p>Answer the following questions in relation to the proposed initiative:</p> <ul style="list-style-type: none"> – Duration: How long will it take to complete/implement the initiative? [options include: within 1 year, within 2 years, over 2 years] [explain] – Timeliness: How long will it take to start to achieve additional permitted units as a result of the initiative? [options include: within 1 year, within 2 years, over 2 years] [explain] – Supply Impact: The extent to which the initiative will improve housing and community outcomes. [options include: high degree of improvement, medium degree of improvement, low degree of improvement] [explain] – System Impact: The extent to which the initiative increases stability and predictability in the housing system. [options include: high degree of stability and predictability, medium degree of stability and predictability, low degree of stability and predictability] [explain] – While not a mandatory requirement at the time of application submission, the presence of a current housing needs assessment will be considered as part of the assessment criteria.
Milestone 1	[name of milestone]
Description	[provide a brief description of the milestone]
Start Date	[estimated start date yyyy/mm/dd]
Completion Date	[estimated completion date yyyy/mm/dd]
+ADD Milestone	
+ADD Initiative	

Section D: Housing Needs Assessment

The applicant is expected to complete or update a housing needs assessment report to support its efforts to accelerate the supply of housing. This report is required in support of the request for the third annual advance. Applicants that have recently, within two years of the 2022 federal budget announcement (April 7, 2022), completed or updated their housing needs assessment can request that this requirement be waived. If there is no reoccurring scheduled review date on this existing housing needs assessment report, there remains a requirement to add a reoccurring scheduled review date in support of the request for the third annual advance.

Select the appropriate option below:

The applicant has recently, within two years of the 2022 federal budget announcement (April 7, 2022), completed a housing needs assessment report and there is a reoccurring scheduled review date already included in the report. The applicant is requesting that the housing needs assessment requirement be waived. If this option is selected, please submit the most recent housing needs assessment report with the application.

The applicant has recently, within two years of the 2022 federal budget announcement (April 7, 2022), completed a housing needs assessment report, but it will need to be updated to include a reoccurring scheduled review date. The applicant will add a reoccurring scheduled review date in support of the request for the third annual advance.

The applicant does not have a housing needs assessment report. The applicant will complete one and include a reoccurring scheduled review date in the report. This will be completed in support of the request for the third annual advance.

3. OTHER INFORMATION

Section E: Historical Building Permit Issuances

Summarize the number of net new units permitted for residential buildings over the prescribed reporting period and associated number of permits issued (i.e., the new construction permit/first permit issued only).

	Number of Units Permitted	Associated Number of Permits Issued
For the year ending December 31, 2022		
For the year ending December 31, 2021		
For the year ending December 31, 2020		
For the year ending December 31, 2019		
For the year ending December 31, 2018		

Section F: Permitted Use of Funds

For information purposes only. Using the illustrative examples provided by CMHC in its published program material, the applicant estimates that they may be eligible for a total of \$_____ under HAF. Based on this assumption, it is estimated that HAF funding will be used for the following purposes:

Permitted Uses	Applicant's Estimate %	Applicant's Estimate \$
Investments in HAF action plan items (include estimates by year of program)	YR1 _____%	YR1 \$ _____
	YR2 _____%	YR2 \$ _____
	YR3 _____%	YR3 \$ _____
	Total _____%	Total \$ _____
Investments in affordable housing	_____%	\$ _____
Investments in housing-related infrastructure	_____%	\$ _____
Investments in community-related infrastructure that supports housing	_____%	\$ _____

Supplementary information if available. Describe all known capital projects that HAF funding could help facilitate.

Comments

Section G: Infrastructure Needs

For information purposes only. To ensure better alignment and integrated planning of housing and infrastructure investments, CMHC is collecting the following information. The applicant consents to CMHC sharing this information and other information pertaining to its application under the Housing Accelerator Fund with Infrastructure Canada, other federal departments and agencies and provincial and territorial governments to support coordination.

Describe how the local authority will ensure that new housing supply adequately aligns with local or regional infrastructure plans, if applicable.

Describe how the local authority will ensure that new housing supply will be timely supported by infrastructure, such as public transit, drinking water and wastewater connections, as well as parks and green spaces and other vital community amenities.

Comments

4. APPLICATION TERMS AND CONDITIONS

By creating, or attempting to create an application to Canada Mortgage and Housing Corporation ("CMHC") for funding, transfer of real property or any other Initiative or a Program under the *National Housing Strategy* (the "NHS") or the *National Housing Act* (Canada) (the "NHA"), (each individually, an "Initiative" or a "Program", and collectively, the "Initiatives" or the "Programs"), the Applicant hereby acknowledges and agrees to the following terms and conditions:

1. **Collection of Corporate Information and Personal Information (collectively, the "Information").** CMHC (and parties working on its behalf or collaborating with CMHC to administer the Initiatives and the Programs, where applicable) may collect information about the Applicant, including information about the organization/corporation ("Corporate Information") and Personal Information (meaning any information about an identifiable individual that is recorded in any form), from or through: (i) discussions with the Applicant; (ii) the online application form and its attachments (whether upon the saving of inputted Information into the form prior to submission of the application, or upon submission of the application) and supplementary Information provided by or on behalf of the Applicant; or (iii) other sources such as references, credit reporting agencies, provinces, territories, municipalities or Indigenous groups as will be specified in the Initiative. In addition, CMHC may collect Corporate Information that is presently in CMHC's possession arising out of, or in connection with, the Applicant's prior or existing relationship(s) with CMHC, such as from CMHC Initiatives, Programs or products. Completion of the application for funding, transfer of real property or any other purposes of an Initiative or a Program under the Initiatives or the Programs and the delivery to CMHC of signed consents referred to in Section 9 is voluntary; however, failure of the Applicant to provide such signed consents and any required Information in connection with its application (including within stated deadlines that may be specified in writing by or on behalf of CMHC) may result in the elimination of the application from consideration. If any of the collected Information changes or becomes inaccurate, the Applicant must promptly notify CMHC in writing of the change.
2. **Use and Disclosure of Information.**
 - a) The Applicant agrees that the Information collected in connection with an application may be used or disclosed for the following purposes:
 - (i) to assess the Applicant's eligibility under the applicable Initiative(s) and/or Program(s);
 - (ii) to assess the application, including for prioritization of applications received;
 - (iii) to communicate to the Applicant possible opportunities under other Initiative(s) and /or Program(s);
 - (iv) to communicate to the Applicant possible collaboration opportunities with external parties;
 - (v) for Information verification and due diligence purposes, including to detect and protect CMHC from errors and fraud;
 - (vi) for any purpose related to the provision of mortgage loan insurance generally, where applicable;
 - (vii) for analytics, policy analysis, data analysis, auditing and research by CMHC;
 - (viii) for evaluation and efficient administration of the Initiatives and/or Programs; and
 - (ix) for use by CMHC and the Government of Canada for any purpose related to the *National Housing Act* (Canada) and/or the *National Housing Strategy*.

- b) Prior to submission of the application, any Information collected through the online application process may only be used by CMHC for internal administration and planning purposes in respect of initiatives and/or programs under the National Housing Strategy and/or the **National Housing Act** (Canada), unless the Applicant's prior written consent to the disclosure of such Information to parties external to CMHC, for the purposes outlined in subsection 2(a) above, has been obtained.
 - c) Upon submission of the application, CMHC and parties working on its behalf or collaborating with CMHC to administer the Initiatives and/or Programs, where applicable, are authorized to process and store the Information and disclose it, on a need to know basis, for the purposes outlined in subsection 2(a) above, to:
 - (i) the office of the Minister responsible for CMHC;
 - (ii) Employment and Social Development Canada ("ESDC"), the office of the Minister responsible for ESDC, Public Services and Procurement Canada ("PSPC"), the office of the Minister responsible for PSPC, Canada Lands Company CLC Limited ("CLC"), the office of the Minister responsible for CLC and the municipality in which the project is located, Indigenous Services Canada ("ISC"), the office of the Minister responsible for ISC, Crown-Indigenous Relations and Northern Affairs Canada ("CIRNAC"), the office of the Minister responsible for CIRNAC, the municipality or reserve in which the project is located, Infrastructure Canada ("IC"), the office of the Minister responsible for IC, and to any other successor organization of the organizations listed herein.
 - (iii) the Government of Canada; and
 - (iv) provinces, territories, municipalities or Indigenous groups that may invest in or provide support for the Applicant's project or otherwise collaborate with CMHC as will be specified in the Initiative.
3. **Agreements.** If the Applicant is selected by CMHC to receive funding and/or a transfer of real property, then the Applicant will enter into (and will cause related parties including guarantors, if any, to enter into) agreements that set out the terms and conditions of such funding and/or transfer of real property. Where CMHC is providing funding, the agreements may specify, among other things, the amount to be advanced to the Applicant as well as any terms and conditions of repayment, where applicable. The granting of loan or contribution funding or any part thereof or approval for mortgage loan insurance by CMHC is not to be construed or relied on by the Applicant or any other party as representing a confirmation of the value or condition of the underlying property, whether or not appraisals or inspections are carried out by or for CMHC; nor is it to be construed or relied on by the Applicant or any other party as representing a confirmation of the ability of the borrower(s) and any guarantor(s) to repay the loan, where applicable.
4. **Intellectual Property Rights.** The Applicant owns and holds all rights, title and interests in, or has a valid right to use, all intellectual property in and to all information and materials produced in connection with the Applicant's project and the application (including, without limitation, all patents, industrial designs, trademarks, trade names, service marks, copyrights, trade secrets, inventions, know-how, domestic or foreign, and any registrations and applications for registration for any of the foregoing) to the extent it is neither published nor otherwise in the public domain. Subject to the terms and conditions of this application, the Applicant hereby grants to CMHC a non-exclusive, perpetual, irrevocable, assignable, royalty-free sub-licensable license to use, make, have made, sell, offer for sale, and import the intellectual property worldwide, with the right to make such modifications as may be desirable for any purpose related to the current or future operation of CMHC. Where an Applicant's intellectual property, in connection with its project under the Affordable Housing Innovation Fund, is modified by or on behalf of CMHC, CMHC shall own and hold all right, title and interests in and to the intellectual property as modified by or on behalf of CMHC. This provision, including the license so granted, shall survive the application.
5. **Proprietary and/or Confidential Information.** All Information regarding the terms and conditions and financial and/or technical aspects of the Applicant's proposal that are proprietary or confidential in nature have been and will be marked "PROPRIETARY" or "CONFIDENTIAL" when submitted to CMHC. Proprietary and confidential markings shall be included beside each item or at the top of each page containing Information that the Applicant wishes to protect from disclosure. CMHC will make all reasonable efforts to protect the Applicant's documents and Information so marked from disclosure. Notwithstanding the foregoing, (i) CMHC shall have no liability of any kind to the Applicant, or any other party, based on inadvertent or unintentional disclosure of proprietary or confidential Information; and (ii) CMHC is authorized to disclose proprietary or confidential Information, on a need to know basis, to the parties listed in subsection 2(c). The Applicant has been advised that as a Crown corporation, CMHC is subject to federal legislation including the **Access to Information Act** and the **Privacy Act**. In certain specific circumstances, Information submitted to CMHC by the Applicant may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible and permitted under the law, CMHC will make efforts to advise the Applicant of the required disclosure prior to releasing the Information.
6. **Publicity.** If the Applicant is selected by CMHC to receive funding and/or a transfer of real property, CMHC, the Government of Canada and any other province, territory, municipality or Indigenous group that invests in or provides support for the Applicant's project shall have the right to publicize details of the project, the funding assistance and the name of the successful Applicant. By submitting its application, the Applicant confirms its consent to the disclosure of this information. The Applicant is not permitted to make any announcement regarding any of the Initiatives and/or Programs, including without limitation, any funding or transfer of real property without the express written consent of CMHC.

7. **Contact.** CMHC and parties working on its behalf are each authorized to contact any person listed in this application (including any agent of the Applicant) to consider the Applicant's eligibility for the funding or transfer of real property requested or in connection with the administration of the Initiatives and /or Programs and may send such person(s) program information by email or other means of communication.
8. **Verification and Credit Inquiries.** Where applicable to determine creditworthiness for funding in the form of a loan, the Applicant authorizes CMHC and parties working on its behalf to: (i) obtain business credit reports or individual credit reports or both, where applicable (for example, on sole proprietors, surety/guarantors, for-profit corporate entities, not-for-profit organizations) to perform a credit check and verify information provided by or on behalf of an Applicant and to assess the Applicant's application; and (ii) make any other inquiries required, including without limitation, obtaining corporate and business information, to assess the Applicant's application.
9. **Integrity Checks.** The Applicant authorizes CMHC (and parties working on its behalf or collaborating with CMHC to administer the Initiatives and/or Programs, where applicable) to conduct general integrity and criminal record checks and other similar screening ("Integrity Screening") of the Applicant to assess the Applicant's eligibility for receipt of funding or transfer of real property under an Initiative and/or Program. CMHC may additionally require Integrity Screening to be performed on any parties affiliated with the Applicant, including without limitation, its directors, shareholders and beneficial owners, and the Applicant shall cause to be delivered to CMHC, consents to such Integrity Screening being performed duly signed by such affiliated parties.
10. **Acknowledgement.** The Applicant acknowledges that: (i) any acknowledgement of receipt of the submitted application shall not constitute an approval of the application or a guarantee that the Applicant will receive any funding and/or transfer of real property; (ii) the application and any other submitted materials will not be returned to the Applicant; and (iii) the Applicant is not entitled to any compensation for any work related to, or materials supplied in connection with, the application.
11. **Release and Indemnity.** By creating or attempting to create an application to CMHC under any of the Initiatives and/or Programs, and upon submission of an application, each Applicant and purported Applicant agrees to indemnify, release and forever hold harmless CMHC, its officers, directors, employees, agents and any other parties working for or engaged by or collaborating with CMHC or otherwise involved in connection with the administration of the Initiatives and /or Programs (including without limitation, provinces, territories, municipalities, and Indigenous groups) from any and all claims, actions, demands, causes of action, suits, debts, damages (including without limitation, direct, indirect, special, incidental, punitive, third party or consequential damages) or any other losses, expenses or liabilities of whatever nature or kind sustained by the Applicant or any other person arising out of, or in connection with, the Applicant's application or attempted application made to any of the Initiatives and/or Programs, including the assessment, evaluation and any selection process and any use of this website. CMHC is not responsible for applications that are lost, late, misdirected or delayed for any reason, including for any failure of the website or technical malfunctions related thereto.
12. **Access to Information and Privacy Statement.**

CMHC is committed to protecting the privacy, confidentiality and security of the personal information that it holds by adhering to the requirements of the *Privacy Act* with respect to the management of personal information. By providing CMHC with your personal information for the purposes of one of the Programs, you are consenting to CMHC's collection, use and disclosure of your personal information in strict accordance with the *Privacy Act*. Personal Information collected by CMHC for the purposes of one of the Programs, can be found in their [Info Source Publication on their website](#) under the following Personal Information Bank:

 - CMHC PPU 220, National Housing Strategy Program and
 - CMHC PPU 180, Shared Equity Mortgage Providers Fund

The *Privacy Act* provides individuals with a right to access their personal information that is under the control of CMHC, to request corrections of their personal information and to file a complaint to the Privacy Commissioner of Canada regarding CMHC's handling of personal information. Any questions, comments, concerns, requests for personal information or complaints may be directed to CMHC's Access to Information and Privacy Office at ATIP-AIPRP@cmhc-schl.gc.ca or you may also visit their [website](#).
13. **Headings for Convenience Only.** The headings used in these terms and conditions are intended for convenience or reference only and do not affect the interpretation of the provisions of these terms and conditions.
14. **Paramountcy.** To the extent of any conflict, ambiguity or inconsistency between the provisions of these terms and conditions and any other documents provided to the Applicant, the provisions of these terms and conditions shall prevail and replace any existing terms and conditions in place with the Applicant, with regard to the subject-matters set forth herein.

If you have any questions or concerns regarding these Terms and Conditions, please [email CMHC](#).

5. ACKNOWLEDGMENT AND SIGNATURE

By signing below, I certify that I am authorized to agree to the Terms and Conditions described above and to complete and submit this application for and on behalf of the Applicant. I certify that the information provided is, to the best of my knowledge and ability, complete, accurate and correct and that if any of the information changes or becomes inaccurate, I shall promptly notify CMHC. I have read and understood the Terms and Conditions described above and acknowledge that they shall continue to apply upon my submission of this application. I confirm the Applicant has voluntarily consented to the collection, use and disclosure of information as set forth in these terms and conditions.

This application may be executed by electronic signature and such electronic signature shall be deemed to be an original signature for the purpose of this application with the same legal effect as a manual signature.

Full legal name of Applicant

Date Signed

Signature of Applicant authorized signatory

Name of Applicant Authorized signatory

Title of Applicant Authorized Signatory

Subject: NOHFC support resolution – Feast
On the Farm application

Report No.: CS-034-2023

Agenda Date: August 8, 2023

Attachments

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-034-2023; and
2. That Council supports the submission of a funding to the Northern Ontario Heritage Fund Corporation through the Community Events Stream in support of the Feast On the Farm event to be held in the area on September 17 & 18, 2023; and
3. That Council agrees to cover any cost overruns associated with the event as required by NOHFC.

Background

The City partnered with Destination Northern Ontario in 2021 to be the first host community for a Feast On the Farm event in Northern Ontario. The event was scheduled to take place in the fall of 2022, but for various reasons was postponed until 2023.

Analysis

Feast On the Farm is a culinary tourism event created by the Culinary Tourism Alliance(CTA). They partner with communities across Southern Ontario to host these events to showcase local foods in different parts of the province while showcasing regional chefs.

Since the City has done several projects with CTA in the past, they asked if we would like to host the first Northern Ontario event. This is a great opportunity to showcase our agricultural region and wonderful food offerings to people who may never have considered Northern Ontario as an agricultural area of the province.

The event consists of two days. The first is Consumer Day to be held on Sunday, September 17th from 11am to 3pm. This event will consist of 3 regional chefs producing tantalizing dishes using local food products. In addition, local and regional breweries and distilleries will be onsite to provide their products. The event will be hosted at Bison du Nord in Earlton as the venue provides a great tourism experience as well as the opportunity to see the surrounding regions agriculture.

The second day will be Industry Day and will be a training day for local restaurants, food purveyors, and agri-food businesses. Speakers will be brought in to provide insights and expertise on how to source and use local foods and the benefits to the community as well as other topics of interest to owners and staff of these establishments.

Tickets for the event will be sold locally, but we hope to draw visitors from both North and South of us to see our beautiful area. Consumer Day tickets will be available for \$100 each while the Industry Day tickets for businesses and staff will sell for \$25 each.

Relevant Policy / Legislation / City By-Law

- 2023 Corporate Services Budget
- Purchasing Policy

Consultation / Communication

- Staff are working with Destination Northern Ontario, the Culinary Tourism Alliance and seven local and regional businesses to put the event on.

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 event is included within the approved budget. The funding will be used to offset a portion of the overall event budget to ensure that we can put the event on at a reasonable cost while still covering all required expenses.

Total event costs are estimated to be \$59,400 and the funding amount is anticipated to be \$15,000. The City's overall costs to host the event are estimated to be \$7,500.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James Franks
Economic Development
Officer

Shelly Zubycyk
Director of Corporate
Services

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: July 31, 2023
Subject: Deeming By-law for Chalifoux & Pietraski – 240 Albert Street; PLAN M30NB LOTS 101 TO 104 PCL 21773SST
Attachments: Appendix 01: Deeming By-law Application Form
Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2023-097**)

Mayor and Council:

Christopher Chalifoux and Irene Pietraski have submitted a request for a deeming by-law for their property located at 240 Albert Street in Haileybury. The property owners are working toward the construction of an addition to the existing single detached dwelling on the property which may cross lot lines. The original lots were created by a plan of subdivision that was registered in 1902.

Lots on a plan of subdivision do not automatically merge on title when they are registered in the same ownership like properties described in the lot/concession format do (typically located in rural areas). In order to cause lots on a plan of subdivision to merge on title a deeming by-law must be passed by Council and registered on title to the applicable PIN(s). A deeming by-law is passed under the authority of Section 50(4) of the Planning Act. Once a deeming by-law is passed, any further transactions involving any individual pieces of the property will require approval of an application for consent to sever.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP,
RPP
Planner

"Original signed by"

Shelly Zubych
Director of Corporate
Services

"Original signed by"

Amy Vickery
City Manager

**Application for Deeming By-law
Under Section 50(4) of the Planning Act**

Approval authority:
Council of the City of Temiskaming Shores

Fee: \$250.00
+ legal and land titles fees required to register by-law
(billed directly from solicitor)

Office Use Only

File No.: D-2023-04
Date Received: July 27, 2023
Roll No.: 5418- 030-006-087.00

1. Owner Information

Name of Owner: Christopher Chalifoux +
Mailing Address: 240 Albert Str. [REDACTED] Haileybury, Ont. P0J1K0
Email Address: [REDACTED] Phone: [REDACTED]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: Irene Pietrasik
Mailing Address: 240 Albert Str. [REDACTED] Haileybury, Ont. P0J1K0
Email Address: [REDACTED] Phone: [REDACTED]

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: _____
Mailing Address: _____
Email Address: _____ Phone: _____

3. Please specify to whom all communications should be sent:

☒ Owner ☐ Applicant/Agent

4. Property Information

a. Location of the subject land:

☐ Dymond ☐ New Liskeard ☒ Haileybury

Municipal Address

240 Albert Street

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

Plan M30NB, LOTS 101 to 104, PCL 21773 SST

b. Date the property/properties were acquired by the current owner: April 26, 2002

c. Are there any easements or restrictive covenants affecting the property/properties?

☐ Yes ☒ No

If yes, describe the easement or covenant and its effect:

5. Reason a deeming by-law is required:

Looking at adding an addition to the existing home.

6. Registration of By-law

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: Brigid Wilkinson

Name of Firm: KEMP + PIRIE + Crombeen

Mailing Address: 22 ARMSTRONG STR NORTH NEW LISKEARD, ONT

Email Address: NLLAW@kempirie.com Phone: 705-647-7353 P.O. BOX 100

7. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, _____ are the registered owners of the subject land and I/we hereby authorize _____ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: _____ Signature of Owner: _____

Date: _____ Signature of Owner: _____

8. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

JP.
Applicant Initial

C.L.
Applicant Initial

9. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

JP.
Applicant Initial

C.L.
Applicant Initial

?

10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Irene Pietrasik of the Temiskaming Shores
in the District of Temiskaming make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in
the documents that accompany this application is true and I make this solemn declaration conscientiously knowing
that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Temiskaming
this 27th day of July, 20 23

Irene Pietrasik
Signature of Applicant

Jennifer Pye
A Commissioner for Taking Affidavits
Jennifer Lynn Pye, a Commissioner, etc.,
Province of Ontario, for the Corporation of the
City of Temiskaming Shores
Expires June 26, 2024.

10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, CHRIS CRAWFORD of the TEMISKAMING SHORES
in the DISTRICT of TEMISKAMING make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in
the documents that accompany this application is true and I make this solemn declaration conscientiously knowing
that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Timiskaming
this 27th day of July, 20 23

Chris Crawford
Signature of Applicant

Jennifer Pye
A Commissioner for Taking Affidavits
Jennifer Lynn Pye, a Commissioner, etc.,
Province of Ontario, for the Corporation of the
City of Temiskaming Shores
Expires June 26, 2024.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, August 8, 2023 – Following Committee of the Whole
City Hall – Council Chambers – 325 Farr Drive

Agenda

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) Committee of the Whole Meeting- July 11, 2023
- b) Regular Council Meeting – July 11, 2023

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

8. Presentations / Delegations

9. Question and Answer Period

10. Communications

- a) Carla Porter, Executive Assistant, Temiskaming Hospital

Re: Timiskaming Area Ontario Health Team Announcement

Reference: Received for Information

- b) Rachelle Cote, Executive Assistant, Timiskaming Health Unit

Re: Proclamation Request – International Overdose Awareness Day

Reference: Proclamation for consideration presented under New Business

- c) Rachelle Cote, Executive Assistant, Timiskaming Health Unit

Re: Air Quality Monitoring Station in the Timiskaming Health Unit region

Reference: Received for Information

- d) Réjeanne Bélisle-Massie, Chairperson Village Noël Temiskaming 2023

Re: Village Noël Temiskaming (VNT) 2023 & Placement of Storage Container

Reference: Received for Consideration

- e) Bill Ramsay, Friends of the Waterfront

Re: Draft Petition for Circulation - New Liskeard Marina Property Expression of Interest

Reference: Received for Information

- f) Brian Hughes, Former Resident of Temiskaming Shores

Re: Honoring families who contribute to Temiskaming Shores

Reference: Received for Information

- g) Ashlea Carter, Deputy Clerk, Fort Erie

Re: Controls on Airbnb, VRBO and Others which affect municipal rentals

Reference: Received for Consideration

- h) Herb Villneff, Director, Northeast Operations, Ministry of Transportation

Re: Response to proposed roundabout

Reference: Received for Information

- i) Suzanne Othmer, Board Member, New Liskeard BIA

Re: Resignation from the BIA Board

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through i) in accordance with 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 Committee of Adjustment meeting held on June 28, 2023;

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Motion from July 11, 2023 Regular Council Meeting – Timiskaming Municipal Association Resolution – Homecare First

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the population of our region is disproportionately aged (per capita) as compared to the rest of the Province; and

Whereas specialty medical services are disproportionately unavailable within our region; and

Whereas the distances to travel for specialty services generally exceeds 300km return; and

Whereas trips to receive outpatient specialty services often require transportation services; and

Whereas trips to receive outpatient specialty services often require overnight accommodations for our community member as well as the transportation service driver; and

Whereas residents of our communities are at risk of premature institutionalization without adequate care; and

Whereas there is limited institutional (Hospital and Long-Term Care) space for care of the elderly within the region and provincially; and

Whereas homecare has been identified as the most fiscally and socially responsible means to care for our seniors; and

Whereas the pandemic has demonstrated that living at home is the safest place for most of the vulnerable members of our communities; and

Whereas base funding for homecare in our region has not seen a significant increase from the Province in over 16 years; and

Whereas the inflationary pressures on regional service providers; the human resource costs and needs; and the increasing needs of aging residents of the region has not been financially addressed by the Province; and

Whereas the recipients of homecare services cannot afford increases in service costs; and

Whereas the providers of homecare services cannot mitigate such increases in costs and need without affecting both quality and quantity of services;

NOW THEREFORE BE IT RESOLVED that we lobby the Ontario Government, Ontario Ministry of Health and Long-Term Care, Ontario Health North, elected members, FONOM and all other government representatives to support a Homecare First approach to healthcare by investing significantly and immediately in home and community care organizations and services in the Northeast. To make the investments at base funding level to support the sector now and for the future, to ensure all north-eastern Ontarians can avoid premature institutionalization and live safely at home, in the region, for as long as possible.

b) Proclamation Request – International Overdose Awareness Day

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

Whereas we recognize the purpose of International Overdose Awareness Day as remembering without stigma those who have died and acknowledge the people who went unseen and whose lives have been altered by overdose; and

Whereas we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of thousands of Ontarians during the past year, together with countless more affected forever; and

Whereas 6 suspected drug-related deaths occurred during the first half of 2023, and a total of 14 deaths during the last year in the Temiskaming Health Unit region; and

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

THEREFORE, I, Jeff Laferriere Mayor, do hereby proclaim August 31st, 2023, as Overdose Awareness Day in City of Temiskaming Shores

16. By-Laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2023-087 | Being a by-law for the assumption of a highway for public use within the City of Temiskaming Shores Grant Drive Extension |
| By-law No. 2023-088 | Being a by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter 2 Rehabilitation |
| By-law No. 2023-089 | Being a by-law to enter into an agreement with LUA Construction Inc for the installation of an emergency by-pass pump, piping, concrete slab and fencing at the Robert/Elm Pumping Sation |
| By-law No. 2023-090 | Being a by-law to enter into an agreement with Shaba Testing Services Ltd. for engineering services to provide the design for reconstruction of Montgomery Street |
| By-law No. 2023-091 | Being a by-law to enter into a lease agreement with Zubych SkillZ Ltd. for use of the Skate Sharpening Room at the Don Shepherdson Memorial Arena |
| By-law No. 2023-092 | Being a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession |
| By-law No. 2023-093 | Being a by-law to enter into an agreement with 2344 Royal Canadian Army Cadet Corps (RCACC) for the use of space in various municipal facilities for the purpose of a Cadet Program |
| By-law No. 2023-094 | Being a by-law to authorize the annual insurance premium payment for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services for July 1, 2023 to June 30, 2024 |

- | | |
|---------------------|--|
| By-law No. 2023-095 | Being a by-law to enter into an agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Prospectors & Developers Association of Canada (PDAC) Convention for 2024, 2025 and 2026 |
| By-law No. 2023-096 | Being a by-law to enter into an agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Canadian Institute of Mining Convention (CIM) for 2024, 2025 and 2026 |
| By-law No. 2023-097 | Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 240 Albert Street |

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

17. Schedule of Council Meetings

- a) Committee of the Whole – September 5, 2023 starting at 3:00 p.m.
- b) Regular Council Meeting – September 19, 2023 starting at 6:00 p.m.

18. Closed Session

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2023-098** 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 **August 8, 2023** be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

20. 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
Committee of the Whole
Tuesday, July 11, 2023 – 3:00 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 3:00 p.m.

2. Roll Call

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme (electronically), Ian Graydon (electronically), Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson

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

Regrets: Councillor Jesse Foley

Media: 2

Members of the Public: 0

3. Review of Revisions or Deletions to the Agenda

None

4. Approval of the Agenda

Resolution No. 2023-225

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes

None

7. PUBLIC WORKS

- a) Topic of Discussion: Safe System Design – Highway 11 (Councillor Mark Wilson) – Draft Letter provided.**

Resolution No. 2023-226

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores supports sending a letter to the Director of Northeast Operations at the Ministry of Transportation, detailing the importance of Safe System design for Highway 11.

Carried

b) Administrative Report PW-014-2023 – Amendment to Traffic and Parking By-Law 2012-101

Resolution No. 2023-227

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-014-2023; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2012-101, as amended to modify certain provisions related to Bus Stops, Parking Limits, Accessible Space and Stop Signs as outlined in the report for consideration at the July 11, 2023, Regular Council meeting.

Carried

c) Administrative Report PW-015-2023 - Award - 2023 Infrastructure Repairs

Resolution No. 2023-228

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-015-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Jaffray Street storm and asphalt repairs and the West Road culvert reline project in the amount of \$358,900.00 plus applicable taxes for consideration at the July 11, 2023, Regular Council Meeting.

Carried

d) Memo No. 016-2023-PW – Purchase of a Used Loader

Resolution No. 2023-229

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 016-2023-PW; and

The Council for Temiskaming Shores hereby delegates authority to the Manager of Transportation Services to purchase one (1) Used Front End Loader within the approved budget limit of \$160,000, including sole sourced options resulting from auctions or online sales.

Carried

e) Memo No. 017-2023-PW – Operational Update – Transportation Services

Resolution No. 2023-230

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 017-2023-PW for information purposes.

Carried

8) RECREATION SERVICES

a) Delegations/Communications

b) Administrative Report RS-014-2023 –Haileybury Medical Centre Cleaning

Resolution No. 2023-231

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-014-2023;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Lynn Boucher for the cleaning of the Haileybury Medical Centre from August 1, 2023 to July 31, 2028, for consideration at the July 11, 2023 Regular Council meeting.

Carried

c) Administrative Report RS-015-2023 –Award – PFC Water Softener

Resolution No. 2023-232

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-015-2023; and

That Council directs staff the necessary by-law to enter into an agreement with B & R Water Treatment for the installation of a water softener at the Waterfront Pool & Fitness Centre in the amount of \$26,135.00 plus applicable taxes, for consideration at the July 11, 2023, Regular Council meeting.

Carried

d) Administrative Report RS-016-2023 – New Liskeard Marina Expression of Interest

Resolution No. 2023-233

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-016-2023; and

That Council directs staff to hold a public consultation for the potential development of the New Liskeard Marina property and report on the outcome of that consultation at the August 8, 2023, Regular Council meeting.

Carried

e) Administrative Report RS-017-2023 – Greenhouse Gas Reduction Plan

Resolution No. 2023-234

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-017-2023; and

That Council adopts a Greenhouse Gas Reduction Plan (2023) as presented to meet emission reduction targets for municipal operations of 40% below 2019 levels by 2033 and net-zero greenhouse gas emissions from municipal operations by 2050; and

That Council direct staff to submit this plan to the Partners for Climate Protection program as the City's submission for Milestone 3.

Carried

f) Memo No. 013-RS-2023 – Haileybury Fire Hall Project Update

Resolution No. 2023-235

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2023-RS for information purposes.

Carried

g) Memo No. 014-2023-RS – One Light Diversity Centre

Resolution No. 2023-236

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2023-RS; and

That Council agrees to the waiving of the rental fee to One Light Diversity Centre for Riverside Place Hall rentals for the remainder of 2023.

Carried

h) Memo No. 015-2023-RS – Recreation Department – Operations Update

Resolution No. 2023-237

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 015-2023-RS for information purposes.

Carried

9) FIRE SERVICES

No items to report.

10) CORPORATE SERVICES

a) Topic of Discussion: Proposed Provincial Policy Statement concerns (Councillor Wilson)

Councillor Wilson spoke about the concerns to the proposed amendments to the Provincial Policy Statement relating to the designation of Employment lands and the impact that would have in Northern Ontario.

Councillor Wilson provided Council with a draft resolution for consideration which was included on the August 8th Regular Council meeting agenda.

b) Quarter 2 Capital – Budget Variance Report

Resolution No. 2023-238

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Quarter 2 Capital – Budget Variance Report for information purposes.

Carried

c) Administrative Report CS-026-2023 – Strategic Planning and Communications position

Resolution No. 2023-239

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-026-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with NOHFC for the funding of a Strategic Planning & Communications position for one year for consideration at the July 11, 2023 Regular Council meeting.

Carried

11) Schedule of Council Meetings

- a) Committee of the Whole/Regular Meeting of Council – August 8, 2023 starting at 3:00 p.m.
- b) Committee of the Whole – September 5, 2023 starting at 3:00 p.m.

12) Closed Session

None

13) Adjournment

Resolution No. 2023-240

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council hereby adjourns its meeting at 4:10 p.m.

Carried



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, July 11, 2023 – Following Committee of the Whole
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Laferriere at 4:17 p.m.

2. Roll Call

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme (electronically), Ian Graydon (electronically), Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson

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

Regrets: Councillor Jesse Foley

Media: 2

Members of the Public: 0

3. Review of Revisions or Deletions to Agenda
None

4. Approval of Agenda

Resolution No. 2023-241

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Resolution No. 2026-242

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

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

- a) Regular Meeting of Council – June 20, 2023

Carried

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

None

8. Presentations / Delegations

- a) Smoke Free Ontario Act – Municipal By-Law 2023 - Laurel Beardmore & Joel Tessier – Timiskaming Health Unit

Laurel Beardmore and Joel Tessier of the Timiskaming Health Unit provided Council with a presentation outlining their reasoning and request for Council to adopt a bylaw that will regulate smoking, vaping, and cannabis use during outdoor events on municipal property and beaches. The presentation outlined tobacco, vaping and cannabis use in Timiskaming; the health and environmental risks,

existing legislation, and the request and the benefits that would be realized if Temiskaming Shores adopted a new Smoke Free Ontario Act Municipal By-Law.

Mayor Laferriere thanked Laurel and Joel for the informative presentation. Staff will review and present options to Council at a future meeting.

9. Question and Answer Period

None

10. Communications

- a) Christopher Oslund, CAO/Clerk-Treasurer, Township of Coleman

Re: Resolution - Timiskaming Municipal Association – Support for “Homecare First”

Reference: Received for Consideration

- b) Jennifer Kruzick, Assistant to the Clerk, Municipality of Shuniah

Re: Resolution – Impacts of Bill 3

Reference: Received for Consideration

- c) Peter D. Henry, Director, Crown Forests and Lands Policy Branch, Ministry of Natural Resources and Forestry

Re: Amendments to regulations under the Public Lands Act

Reference: Received for Information

- d) Ramndeeep (Rammy) Kaur Bining, Registered Social Worker, One Light in Temiskaming Shores

Re: Multicultural and Diverse Identities Committee

Reference: Received for Information

- e) Josee Preseault, Regional Vice President for Sudbury and Northern Ontario, Desjardins Ontario Credit Union

Re: Removal of the ATM at 368A Main Street

Reference: Received for Information

- f) Ministry of Municipal Affairs and Housing

Re: Proposed Provincial Planning Statement – Extension of Comment period

Reference: Received for Information

- g) Ministry of Transportation

Re: Team Highway 11 North– Meeting Minutes from June 12, 2023

Reference: Received for Information

Resolution No. 2023-243

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through g) in accordance with agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2023-244

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

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

- a) Minutes of the Climate Change Committee meeting held on March 23, 2023;
- b) Minutes of the Age Friendly Committee meeting held on April 4, 2023;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on May 17, 2023;

- d) Minutes of the Temiskaming Shores Public Library Board meeting held on May 24, 2023; and
- e) Minutes of the Committee of Adjustment meeting held on May 31, 2023

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Mark Wilson provided Council with a report on his recent activities and events such as his attendance at the Canadian Association of Road Safety Professionals Conference in Winnipeg, the Timiskaming First Nations Pow-Wow, a variety of Grand-Openings and Opens Houses for local businesses; and multiple festivals. The detailed report was provided within the Council package.

14. Notice of Motions

None

15. New Business

a) Motion – Highway Traffic Amendments

Resolution No. 2023-245

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Whereas speeding on our roads and streets is a major cause of fatalities and serious injuries on our roads; and

Whereas controlling speed using proven road design measures and the use of automated speed technology are important components of implementing a Safe Systems approach to road design in Ontario; and

Whereas speeding on our roads is a major concern in our community and communities across Ontario; and

Whereas speeding can occur in all areas of our community and barriers and delays to enforcement pose a danger to our community; and

Whereas our municipality has limited resources to implement safe systems road design and re-design to reduce speeds; and

Whereas our local police service has limited resources to undertake speed enforcement; and

Whereas s.205.1 of the Highway Traffic Act (HTA) provides that Automated Speed Enforcement systems (ASE) may only be placed in designated community safety zones and school safety zones;

Now therefore be it resolved that the City of Temiskaming Shores request that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and not be restricted to only community safety zones and school safety zones; and

Further that a copy of this resolution be forwarded to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, local area MPPs, the Association of Municipalities of Ontario (AMO) The Federation of Northern Ontario Municipalities (FONOM), The Rural Ontario Municipal Association (ROMA) and all Ontario Municipalities.

Carried

b) Motion – Provincial Policy Statement

Resolution No. 2023-246

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Whereas the City of Temiskaming shores has recently submitted comments on the proposed provincial policy statement currently open for consultation; and

Whereas the written submission included concerns regarding Section 2.8, Employment; and

Whereas the City of Temiskaming Shores is a small, northern community which relies on some flexibility when it comes to development, especially in the case of non-residential development; and

Whereas the City of Temiskaming Shores has three designated employment areas that are mostly occupied with lower-order industrial/commercial uses; and

Whereas the City of Temiskaming Shores does not see the intensity of manufacturing, warehousing, and goods movement uses that are prevalent in other areas of the province; and

Whereas the City of Temiskaming Shores is concerned that new businesses wishing to locate in the community would not meet the requirements of the proposed policies of Section 2.8, Employment;

Now Therefore Be It Resolved that the Ministry of Municipal Affairs and Housing revise the proposed wording in Section 2.8 of the Proposed Provincial Policy Statement to provide greater flexibility for smaller municipalities that do not attract the same types of industries as larger municipalities in order to allow these areas to continue to develop and prosper into the future. and

Further that a copy of this resolution be sent to the Steve Clark, Minister of Municipal Affairs and Housing, Doug Ford, Premier, John Vanthof, MPP for Timiskaming-Cochrane, Association of Municipalities of Ontario (AMO) Rural Ontario Municipal Association (ROMA) and Federation of Northern Ontario Municipalities (FONOM).

Carried

16. By-Laws

Resolution No. 2023-247

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2023-080 | Being a by-law to amend By-Law 2022-185 as amended to remove and appoint members to the BIA Board |
| By-law No. 2023-081 | Being a by-law to amend By-Law 2012-101 (Traffic and Parking) to modify certain provisions related to Bus Stops, Parking Limits, Accessible Parking Spaces and Stop Signs |
| By-law No. 2023-082 | Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the 2023 Infrastructure Repairs on Jaffray Street and West Road |
| By-law No. 2023-083 | Being a by-law to enter into a 5-year agreement with Lynn Boucher for the cleaning of the Haileybury Medical Centre |
| By-law No. 2023-084 | Being a by-law to enter into an agreement with B&R Water Treatment for the installation of a water softener at the Waterfront Pool and Fitness Centre |

By-law No. 2023-085 Being a by-law to enter into an agreement with Northern Ontario Heritage Fund Corporation (NOHFC) for the funding of a one-year Strategic Planning and Communication position

be hereby introduced and given first, second and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

17. Schedule of Council Meetings

- a) Committee of the Whole/Regular Council Meeting – August 8, 2023 starting at 3:00 p.m.
- b) Committee of the Whole – September 5, 2023 starting at 3:00 p.m.

18. Closed Session

None

19. Confirming By-law

Resolution No. 2023-248

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that By-law No. **2023-086** 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 **July 11, 2023** be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

Carried

20. Adjournment

Resolution No. 2023-249

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council hereby adjourns its meeting at 4:48 p.m.

Carried

ÉQUIPE SANTÉ DES RÉGIONS DU TIMISKAMING AREA ONTARIO HEALTH TEAM

FOR IMMEDIATE RELEASE

We are pleased to announce that on July 13, 2023, the Ministry of Health approved a new Ontario Health Team (OHT) for the Timiskaming District (which includes Temagami) – The Équipe Santé des régions du Timiskaming Area Ontario Health Team (ESTOHT).

“I am very proud of the accomplishments of our OHT to date and in reaching this exciting milestone. I would like to thank all members of our OHT, Carla Porter, Executive Assistant to the President and CEO of Temiskaming Hospital for her leadership and dedication through the application process and members who have participated at various regional and provincial committees representing our area.” says Mandy Weeden, ESTOHT Co-Chair

As part of the government’s health system plan and *People’s Healthcare Act, 2019*, Ontario Health Teams are being introduced to provide a new way of organizing and delivering care that is more connected to patients in their local communities. Specifically, an OHT is responsible for delivering care for their patients, working as one team to better coordinate and integrate care, provide help in navigating the health care system and to share resources.

“Our vision is to form better integrated health care, with a seamless experience when navigating between different health care services, providers and settings. We look forward to our future together, working to support patients throughout their health care journey and improve the health system for our population.” says Mandy Weeden, ESTOHT Co-Chair.

To date, there are 57 Ontario Health Teams across the province that have been approved through a standardized intake and assessment process.

Initial planning efforts will focus on the care coordination and navigation of seniors aged 65 years and older, who represent approximately 24.2% of our OHT attributed population.

Core partners of the ESTOHT include:

Alzheimer Society Timmins-Porcupine District Inc
Blanche River Health - Kirkland Lake Site + Englehart Site
CarePartners
Canadian Mental Health Association Cochrane-Timiskaming
Dr. Steve Sears - Cobalt Medical Clinic
Englehart and District Family Health Team
Extendicare Tri-Town (Haileybury)
Gravity Health & Chiropractic Centre
Great Northern Family Health Team
Haileybury Family Health Team
Home & Community Care Support Services NE
Kirkland District Family Health Team
North Eastern Ontario Family & Children’s Services
Northeastern Recovery Center
Sages-Femmes Temiskaming Midwives
Temagami Family Health Team
Temiskaming Hospital
Timiskaming Health Unit
Timiskaming Home Support

Other partners include:

Dr. Colleen Davies, Family Practitioner

Dr. Don Davies, Family Practitioner / Lead Geriatric Physician for Timiskaming District

Dr. Celine Leger-Nolet Medicine Professional Corporation

Dr. Glenn Corneil, Family Practitioner

Réseau du mieux-être francophone du Nord de l'Ontario

Teck Pioneer Residence

Timiskaming Hospice Palliative Care

Timiskaming Lodge

Vital Aire

Mino M'Shki-ki Indigenous Health Team

Centre de santé communautaire du Temiskaming

For more information on the newly approved Ontario Health Teams in Northeastern Ontario, please visit [Ontario Making it Faster and Easier to Access Health Care in Northern Communities | Ontario Newsroom](#)

POUR PUBLICATION IMMÉDIATE

Nous sommes heureux d'annoncer que le 13 juillet 2023, le ministère de la Santé a approuvé la création d'une nouvelle Équipe Santé Ontario (ESO) pour le district de Timiskaming (qui comprend Temagami) - l'*Équipe Santé des régions du Timiskaming Area Ontario Health Team* (ESTOHT).

« Je suis très fière des réalisations de notre équipe de santé de l'Ontario à ce jour et de l'atteinte de cette étape importante. J'aimerais remercier tous les membres de notre équipe, Carla Porter, adjointe exécutive du président-directeur général de l'Hôpital Temiskaming, pour son leadership et son dévouement tout au long du processus de demande, ainsi que les membres qui ont participé à divers comités régionaux et provinciaux pour représenter notre région », a déclaré Mandy Weeden, coprésidente de l'ESTOHT.

Dans le cadre du plan gouvernemental pour le système de santé et de la Loi de 2019 sur les soins de santé de la population, les équipes de santé de l'Ontario sont mises en place pour fournir une nouvelle façon d'organiser et de fournir des soins qui sont plus proches des patients dans leurs communautés locales. Plus précisément, une équipe de santé de l'Ontario est chargée de fournir des soins à ses patients et de travailler en équipe pour mieux coordonner et intégrer les soins, fournir de l'aide pour naviguer dans le système de soins de santé et partager les ressources.

« Grâce au travail de l'Équipe Santé des régions du Timiskaming Area Ontario Health Team, notre vision est de former des soins de santé mieux intégrés, avec une expérience transparente lorsqu'il s'agit de naviguer entre les différents services de soins de santé, les fournisseurs et les établissements. Nous nous réjouissons à l'idée de travailler ensemble pour soutenir les patients tout au long de leur parcours de soins de santé et pour améliorer le système de santé pour notre population », déclare Mme Weeden.

À ce jour, il y a 57 Équipes Santé Ontario dans la province qui ont été approuvées par le biais d'un processus d'admission et d'évaluation normalisé.

Les premiers efforts de planification de l'Équipe Santé Ontario des régions du Timiskaming porteront sur la coordination des soins et l'orientation des personnes âgées de 65 ans et plus, qui représentent environ 24,2 % de la population attribuée à l'ESTO.

Les principaux partenaires de l'ESTOHT sont les suivants :

- Société Alzheimer Timmins-Porcupine District Inc
- Blanche River Health - site de Kirkland Lake et site d'Englehart
- CarePartners
- Association canadienne pour la santé mentale Cochrane-Timiskaming
- Dr Steve Sears - Clinique médicale de Cobalt
- Équipe de santé familiale d'Englehart et du district
- Extendicare Tri-Town (Haileybury)
- Gravity Health & Chiropractic Centre
- Équipe Santé familiale du Grand Nord
- Équipe Santé familiale de Haileybury
- Home & Community Care Support Services NE
- Équipe Santé familiale du district de Kirkland
- Services à la famille et à l'enfance du Nord-Est de l'Ontario
- Centre de rétablissement du Nord-Est
- Sages-Femmes Temiskaming Midwives
- Équipe de santé familiale de Temagami
- Hôpital de Temiskaming
- Services de santé du Timiskaming
- Soutien à domicile du Timiskaming

Les autres partenaires sont les suivants :

- Dre Colleen Davies, médecin de famille
- Dr Don Davies, médecin de famille / médecin gériatrique principal pour le district de Timiskaming
- Dre Céline Léger-Nolet Medicine Professional Corporation
- Dr Glenn Corneil, médecin de famille
- Réseau du mieux-être francophone du Nord de l'Ontario
- Résidence Teck Pioneer
- Timiskaming Hospice Palliative Care
- Temiskaming Lodge
- Vital Aire
- Équipe de santé autochtone Mino M'Shki-ki
- Centre de santé communautaire du Temiskaming

Pour de plus amples renseignements sur les équipes de santé de l'Ontario nouvellement approuvées dans le nord-est de l'Ontario, veuillez consulter le site [Ontario Making it Faster and Easier to Access Health Care in Northern Communities | Salle de presse de l'Ontario](#)

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For further information, contact/ Renseignements:

Carla Porter, Executive Assistant to the President & CEO and Board Liaison / adjointe administrative du président-directeur général et agente de liaison avec le conseil
705.647.1088 extension/ poste 2220 or/ou cporter@temiskaming-hospital.com

Dear Municipal Representatives,

I hope this email finds you well. On behalf of the Timiskaming Drug and Alcohol Strategy (TDAS), I am writing to request your support in proclaiming **August 31st, 2023**, as **International Overdose Awareness Day** in your municipality.

International Overdose Awareness Day is recognized worldwide as the largest annual campaign aimed at ending overdose, honoring the lives lost to substance use without stigma, and acknowledging the profound grief experienced by family and friends left behind. This significant event, which takes place on August 31st each year, serves as a platform to raise awareness about the tragic consequences of drug overdose deaths and emphasizes the preventability of such incidents.

As drug-related deaths keep rising in North-eastern Ontario, 6 tragic deaths have occurred in the Timiskaming Health Unit region only in the first half of 2023. Our drug strategy TDAS and member organizations are actively participating in this global campaign to promote local events and activities scheduled to take place in Timiskaming. By proclaiming International Overdose Awareness Day in your municipality, we can demonstrate our commitment to addressing this critical issue and raising public consciousness regarding drug overdose prevention and support for affected individuals and communities.

To assist you in considering this request, we have attached a template that outlines the focus of this campaign and information relevant to our region. It provides an overview of the impact of drug overdoses on our community and highlights the urgency of taking action to combat this public health crisis.

Your proclamation of International Overdose Awareness Day would not only provide solace and support to those who have lost loved ones to substance use but also amplify the message that we, as a community, are committed to preventing future tragedies and recognizing the people who went unseen. By working together, we can foster a culture of compassion, education, and support, ultimately saving lives and reducing the harm associated with drug misuse.

We sincerely appreciate your attention to this matter and the potential impact your proclamation could have on our community. Thank you for considering our request.

Kind regards,
Shujian Liu

Rachelle Côté

Executive Assistant

Secretary to the Board of Health

Timiskaming Health Unit

247 Whitewood Avenue, Unit 43

P.O. Box 1090, New Liskeard, ON P0J 1P0

Tel: 705-647-4305 ext: 2254

Fax: 705-647-5779



Good morning!

Can you help us monitor local air quality?

The recent smoke from the Quebec wildfires identified that there is a significant gap in monitoring stations in Northern Ontario. It is challenging for agencies and community members to make informed decisions regarding air quality to protect the health due to a lack of monitoring devices and data.

The Timiskaming Health Unit has been working with partners at Health Canada, Environment and Climate Change Canada (ECCC) and the Ministry of the Environment, Conservation and Parks to secure PurpleAir monitors for use within our health unit catchment area. The PurpleAir monitors measure particulate matter (PM_{2.5}), which is a pollutant associated with forest fire smoke events.

The use of the PurpleAir monitors is part of a pilot project being undertaken by the Meteorological Services of Canada (a branch of ECCC). These air sensors connect to a map that can be used to assess local air quality data in real time, support data gathering for use by ECCC, and can be used to make informed decisions regarding smoke levels, warnings, and potential health impacts in our local communities.

The project is focused on communities that:

- Do not currently have air sensors through traditional air quality monitoring via the National Air Pollution Surveillance (NAPS) Network.
- Have been impacted by smoke from wildfires.
- Are willing to host an air monitor sensor.

There are currently approximately 10 PurpleAir sensors available for free for our area, and we are reaching out to determine if your municipality/school is willing to host an air sensor to help gather air quality data. The host will be required to:

- Receive and install the sensor according to the instructions provided by ECCC. The installation is simple and should take less than 30 minutes.
- Provide the power for the low-cost sensor.
- Provide the WIFI for the low-cost sensor. (WPA2-PSK but not WPA2-Enterprise authentication or the type that just has a password but not a username and password).

- Perform occasional simple trouble-shooting such as power cycling the sensor (turn off and on).
- Ship the sensors back to ECCC if they fail.
- Host the sensor at least 300 m away from local air pollution sources, such as from industrial sites, high traffic areas, and dusty roads.

More information about the project, as well as the PurpleAir installation instructions are attached. The link to the map product is here: <https://cyclone.unbc.ca/aqmap/#3/67.55/-107.64>

If you are interested in participating in this project by hosting a PurpleAir monitor, please reply to this email with confirmation of your interest by August 18th. We are also happy to answer any questions regarding this project or can connect you with the appropriate ministry contact.

Rachelle Côté

Executive Assistant/Secretary to the Board of Health

Timiskaming Health Unit

Tel: 705-647-4305 ext: 2254



Services de santé du
TIMISKAMING
Health Unit
Enhancing your health in so many ways.

Head Office:

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Branch Offices:

Englehart Tel.: 705-544-2221 Fax: 705-544-8698
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

www.timiskaminghu.com

August 1, 2023

Honourable Minister David Piccini
Minister of Environment, Conservation and Parks
5th Floor, 777 Bay Street
Ministry of Environment, Conservation and Parks
Toronto, Ontario M7A 2J3

Sent Via E-mail

Subject: Request for Air Quality Monitoring Station in the Timiskaming Health Unit region

We are writing to request the installation of a traditional National Air Pollution Surveillance (NAPS) air quality monitoring station within the Timiskaming Health Unit catchment area. The recent smoke from Quebec, Ontario and western Canada wildfires has identified that there is a significant gap in monitoring stations in northern Ontario. This gap in air monitoring and subsequent lack of access to the provincial Air Quality Health Index (AQHI) measurement tool makes it very challenging for agencies and community members to make informed decisions to mitigate negative health outcomes during poor air quality events.

The implementation of a NAPS air monitoring station is crucial to ensure that accurate air quality monitoring data is available to best protect our communities during poor air quality events due to forest fire smoke. The implementation of a NAPS air monitor will provide local community partners with accurate data to increase public awareness and knowledge regarding air quality and its impact on health. Additionally, a NAPS air monitor will enable residents, especially those who are higher risk or caring for those who are higher risk such as children, elderly, and individuals with pre-existing cardiac and respiratory conditions, to make informed decisions during poor air quality events.

As the impacts from climate change continue to rise, the frequency, extent, timing, and duration of the forest fire season is expected to substantially increase¹, further heightening the urgency for effective air quality monitoring in northern Ontario. Monitoring air quality will improve our understanding of the complex interactions between climate change, forest fire smoke and air pollution across the Timiskaming Health Unit region and support the development of targeted strategies to address these interconnected issues.

Please consider this request for the timely installation of a NAPS air quality monitoring station in the Timiskaming Health Unit area. Access to air quality monitoring data will also enable Timiskaming Health Unit to fulfill obligations under the Ontario Public Health Standards (OPHS) to protect the health and well-being of our local communities. Furthermore, local air monitoring technology will enhance local public health capacity to mitigate environmental health risks² such as adverse population health outcomes resulting from poor air quality.

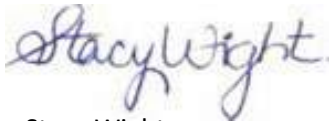
Air monitoring technology will also ensure that our residents will have access to accurate and real time air quality data that will empower our communities to make informed decisions, reduce exposure to pollutants and improve overall health outcomes.

Thank you for your attention to this matter. We look forward to your positive response and discussing the next steps in implementing air quality monitoring stations in the Timiskaming Health Unit region.

References:

1. Douglas, A.G. and Pearson, D. (2022). Ontario; Chapter 4 in Canada in a Changing Climate: Regional Perspectives Report, (ed.) F.J. Warren, N. Lulham, D.L. Dupuis and D.S. Lemmen; Government of Canada, Ottawa, Ontario.
2. Ontario Ministry of Health and Long-Term Care. Healthy Environments and Climate Change Guideline, 2018. Retrieved from:
https://www.health.gov.on.ca/en/pro/programs/publichealth/oph_standards/docs/protocols_guidelines/Healthy_Environments_and_Climate_Change_Guideline_2018_en.pdf

Yours sincerely,



Stacy Wight
Board of Health Chair



Dr. Glenn Corneil
Acting Medical Officer of Health/CEO

Copy: Honourable Doug Ford, Premier of Ontario
Honourable Sylvia Jones, Deputy Premier of Ontario, Minister of Health
Honourable Steven Guibeault, Minister of Environment and Climate Change
Bernard Derible, Parliamentary Deputy Minister, Emergency Management, Treasury Board
Secretariat Commissioner of Emergency Management
Honourable John Vanthof, Member of Provincial Parliament Timiskaming - Cochrane
Honourable Charlie Angus, Member of Parliament Timmins
Honourable Jean-Yves Duclos, Member of Parliament, Minister of Health
Dr. Kieran Moore, Chief Medical Officer of Health
Loretta Ryan, Executive Director, Association of Local Health Agencies (alPHA)
All Ontario Boards of Health
All Member Municipalities of the Temiskaming Health Unit



Friday July 21st 2023

Mayor Jeff Laferrière
Councillors
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury (On) P0J 1K0

1

Re: Village Noël Temiskaming (VNT) 2023

Dear Mayor,
Dear City Councillors,

Since 2024, the City of Temiskaming Shores has graciously stored Village Noël equipment and furniture and this has been very much appreciated by the Village Noël committee.

In 2021, Centre culturel Artem made a request to FedNor for the purchase of a container for the purpose of holding workshops during VNT and afterwards for storing the fire pits, stage heaters, patio heaters and other VNT equipment in Temiskaming Shores garages and storage facilities. The request was accepted, and we have now purchased a container.

The container is a new 40ft by 8ft, painted grey. It is to be modified to have two windows and a door for workshop purposes so that people can see in when there are children. It has a 5 000W Dragon heater ceiling component, limited shelving and 4 Led light panels on the ceiling. It is fully insulated and finished with plywood painted light grey and has numerous plugins. When not in use, windows and doors would be boarded up appropriately as to not be an eye sore.

The purpose of this letter is to request permission to permanently place the container in the Fall Fair grounds. We have identified 3 areas where this might be possible. One is near the Lions Quonset hut. We have measured the space and if you examined the supplied photo, we would like to place the container at the back of the hut facing towards the lake. The distance from the Maillé fence to the Lion's garage door is 13ft. The container measures 9ft6in. It would leave at least 3 feet to the garage door and not hinder any vehicle wanting to load equipment.

The container would be placed parallel to the Maillé Fence and that fence from the Lion's Quonset hut to the corner measures 48 ft. This would leave 8 ft to work with so that we do not hinder the Lion's loading of equipment.



The other site we have identified is parallel to the Curling club on the south side. As you will notice in the picture, this would not hinder any event. There is enough space between the wire for the electrical post and the garbage bin to place the container there. We are unsure who owns that small piece of land.

2

The third site would be beside the huge Quonset hut near Riverside Drive as you will see in the supplied photo of last year's Village Noël site placement. I have spoken to Meaghan Packard regarding this and her committee has objected to it saying that this would limit their parking for the Fall Fair.

Having Village Noël on the Fall Fair grounds has greatly facilitated the set up and take down of the event and has cost no overtime to City staff. However, being on this site has been a disadvantage for holding workshops for children and adults because there is no venue available on site to do this. The container is a solution to this problem and a solution to the storage problem that occurs in the City's storage facilities. Your staff has always taken care of the Village Noël equipment, but it has caused some concerns for them at times.

I would ask that you consider this request. I realize that this is a concern to all of you to have equipment placed permanently on site, but I would plead that this is as necessary as the Fall Fair Quonsets that store event equipment. If Council decides where the container will be placed, we will have the container placed on site in October.

If you need any further information on the matter, please do not hesitate to call me. It would be very much appreciated if the Council members would agree to the placement of the container.

On another matter regarding the Fall Fair grounds where Village Noël will take place, is it possible to level out the grounds so that if there is melting snow or rain that it does not puddle up.

In 2022, the weather was very mild, and the uneven grounds made for much water accumulation. Vendors resorted to putting a lot of the wood, which was destined for the fire pits, on the grounds near their kiosks to prevent visitors from stepping into the water puddles. One vendor even brought some mulch to put in front of his kiosk. Mind you, the kids had a lot of fun splashing the water but overall, the melting snow and water was not appreciated. These were the same conditions in New France, and they survived, and we did also and will survive in the future, but it would be better and more inviting for the many tourists that come to Village Noël.

As you are aware, Village Noël brings in a sizable economic impact to Temiskaming Shores and to the region. It also showcases our community in a way that promotes it and



as stated in the City's cultural plan on page 20 regarding "*CAPACITY-BUILDING & SUPPORT: Propelling culture's role in Temiskaming Shores will mean providing increased capacity building and support to businesses, organizations, and individuals in the cultural sector so as to leverage their role in the local community.*"

I therefore ask that you consider this request to place the Village Noël container permanently on site and that work be done on the grounds. I thank you for the time and consideration you will bring to these two requests.

3

Réjeanne Bélisle-Massie,
Chairperson
Village Noël Temiskaming 2023

P.j. Photo of container
2 Photos of Maillé Fence & Lions Storage facility
2 Photos of south wall of Curling Club
Photo of Quonset hut-Riverside Drive

c.c. Mitch McCrank













Lecteur multimédia



00:00:06



00:03:23

Dear Mayor and Council of the City of Temiskaming Shores

We, the undersigned, petition to stop the sale of the Marina Property and to keep the Marina Property in the hands of the Municipality of Temiskaming Shores.

Name	Email address	Address (postal code, province, country)	Telephone	Signature
My Name	sample@temshores.ca	P0J 1P0, ON CA	705-647-4010	

Friends of the waterfront.ca

From: Brian Hughes
Sent: Sunday, July 30, 2023 8:41:51 AM
To: Jeff Laferriere
Subject: Honoring Families who contribute to Temiskaming Shores

Good Morning Mayor Jeff

As it is becoming the norm to name municipal building after individuals or families who have exceeded their contribution to make their City a better play to live, I would like to submit my family name HUGHES.

I am going to attempt to bring to your attention our family contributions.

My grandfather Mel Hughes was the first individual hired by the Town of Haileybury to drive or steer the horse drawn fire apparatus as depicted by pictures in the Fire Museum. He had 3 sons Orville(Sam), Jack, William (Bill),

All 3 boys joined the fire department and were extremely active in their volunteer positions. Sam had over 45 years rising to the rank of Chief, his 2 brothers were volunteers with a combined tenure of over 50 years, some accomplishment in today's standard. My Dad Jack was one of the few who ever drove the Ruggles branded Fire Truck,, it had a very interesting combination that had to be meshed to operate, fuel and air,, just right or it would stall... While my Uncle was Deputy Chief I was asked to join to keep the family tradition going,, after rising to the rank of Captain and over 17 years, I submitted my resignation.. if you add all the family years on the Haileybury Fire Department it is well over the 100 years of dedicated representation by the Hughes family.. Quite an accomplishment...

As I see the new Fire Hall in Haileybury getting set to open I would like to submit a request to have the hall named after the Hughes Family.

I do know that there would be fallout from everyone, but it would also be a great step to also name the New Liskeard station after the Carr family,, Ab Carr was a fulltime fire fighter and his son Bud was the Fire chief,, Bud's daughter Deb St. Louis is currently a fire fighter as is her husband Eric (whose grandfather was on the Haileybury Fire brigade)... In Dymond the Macguire family comes to mind I cannot say that Don's father was a volunteer, but Don was a Fire Chief as was his son Todd

Hughes family involvement in community

Sam.
Fire Chief
Municipal Councillor
President of the Royal Canadian Legion
Founder Tri-Town Snow Travellers
Hockey Coach
Rotary Club,

Milly (wife Jack)
President of the Ladies Auxillary

Bev Adams (daughter of Jack)
Founder of Ladies Slowpitch League Haileybury

Brian (son of Jack)
Founder of Haileybury Mens Slowpitch League
School Board Trustee
Municipal Councillor
Royal Canadian Legion 50 years

Gord (son of Bill)
Main individual of Hardball Haileybury
Coach of hardball team
Main fundraiser for ball field Murray Daniels

As show Mayor Laferriere our family have given a lot of their time to make Haileybury and now
Temiskaming Shores a better place to live/

Please take these points under consideration.

Thanks
Brian Hughes



Legislative Services

July 26, 2023

Sent via email: premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Honourable and Dear Sir:

Re: Controls on Airbnb, VRBO and Others Which Affect Municipal Rentals

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of July 24, 2023 passed the following resolution:

Whereas global technology platforms such as Airbnb or VRBO were created to improve global access to rental opportunities, particularly those available for vacation or shorter-term business purposes, and

Whereas the impact of these “disruptive technologies” on rental markets has raised the following concerns in the past decade:

- Concentration of ownership and proliferation of landlord corporations with minimal interest in or accountability to local communities
- Removal of housing stock from long-term rental markets with resulting increases in rents
- Lack of control over occupancy (e.g. families vs large groups of partygoers)
- Incidence of nuisance infractions (noise, garbage, parking), and

Whereas any reduction in the availability of long-term housing stock runs counter to the Province of Ontario’s goal of 1.5 million additional homes in the next 10 years, and

Whereas growth in short-term rental markets may also have a negative impact on housing affordability for the seasonal workers who service tourist destinations or farming communities, and

.../2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

Whereas implementing local/municipal restrictions through municipal law enforcement tools (licensing) and municipal planning tools (zoning by-law restrictions) may push demand to other communities, and

Whereas some platforms (e.g. Airbnb) are already working toward providing notice to owners about municipal regulations and licensing through a license number field, and

Whereas some jurisdictions (e.g. Quebec, Scotland) have acknowledged the limitations of local authorities/municipalities in controlling the impact of global technologies and have developed comprehensive regulatory frameworks, and

Whereas a comprehensive, consistent regulatory approach is likely to prove more effective in Ontario,

Now, therefore, be it resolved,

That: Council requests the Government of Ontario to establish a regulatory framework requiring digital platforms such as Airbnb and VRBO to:

1. Require owners using the digital platforms to comply with municipal planning and licensing regulations, and
2. Prevent advertising of properties that are not registered with the relevant municipality, and
3. Provide a contact with the platform to ensure ongoing and effective communications for provincial and municipal officials and further

That: The Province of Ontario work with municipalities to address situations in which long-term housing stock has been lost to corporate ownership of short-term rental properties and further

That: A copy of the resolution be forwarded to the Premier of Ontario (Hon. Doug Ford), the Minister of Municipal Affairs and Housing (Hon. Steve Clarke), local MPPs, the Association of Municipalities of Ontario (AMO) and all municipalities in Ontario.

Thank you for your attention to this matter.

Kind regards,

Ashlea Carter, AMP

Deputy Clerk

acarter@forterie.ca

AC:dlk

Attach.

c.c. The Honourable Steve Clark, Minister of Municipal Affairs and Housing minister.mah@ontario.ca
Jennifer Stevens, MPP - St. Catharines JStevens-CO@ndp.on.ca
Jeff Burch, MPP - Niagara Centre JBurch-QP@ndp.on.ca
Wayne Gates, MPP - Niagara Falls wgates-co@ndp.on.ca
Sam Oosterhoff, MPP - Niagara West-Glanbrook sam.oosterhoff@pc.ola.org
The Association of Municipalities of Ontario amo@amo.on.ca
All Ontario Municipalities

Ministry of Transportation

Director's Office
Northeast Operations
447 McKeown Avenue
North Bay ON P1B 9S9
705 497-5500

Ministère des Transports

Bureau du directeur
Opération – Nord-Est
447, avenue McKeown
North Bay ON P1B 9S9
705 497-5500



August 1, 2023

Jeff Laferriere
Mayor
City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario P0J 1K0

Dear Mayor Laferriere,

Thank you for your letter on behalf of the City of Temiskaming Shores municipal council regarding a proposed roundabout at the junction of Highway 11 and Highway 65. I appreciate the opportunity to respond on behalf of the ministry.

The safety of the people traveling on Ontario's highways is a responsibility that the ministry takes very seriously. Ensuring that highway maintenance is carried out in accordance with our standards and operational requirements will continue to be a top priority.

The ministry understands the critical need for safe northern highways, roads, and bridges to keep people and goods moving across Ontario.

There are currently two separate projects planned on Highway 11 in the area of Timiskaming Shores. The design assessment of the intersection that you referenced in your letter is expected to begin next year.

We understand the city has previously discussed the potential of a roundabout with ministry staff. Based on preliminary investigations, traffic data does not indicate operational issues at this intersection. However, as part of the design process, many factors will be reviewed and considered, including options to improve the operations at the intersection, such as a roundabout.

We look forward to discussing options for this location in further detail as the design progresses. Thank you again for bringing this recommendation to the ministry's attention.

Sincerely,

A handwritten signature in blue ink, appearing to read "Herb Villneff".

Herb Villneff
Director, Northeast Operations

July 18, 2023

Dear BIA committee, mayor, and council.

Please accept this letter as my letter of resignation from the BIA committee. I'm so happy to see all the new people interested in joining this committee. For the past few months, it has been my pleasure to sit with young energetic & smart committee members. I leave knowing the BIA is in great hands and look forward to seeing all the great things this new committee will accomplish.

Truly.

b = ^ N t C

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

Meeting Minutes

June 28, 2023

Present: Acting Chair: Dan Dawson
Members: Suzanne Othmer, Robert Ritchie, Voula Zafiris

Regrets: Carman Kidd, Melanie Ducharme

Also Present: Jennifer Pye, Planner and Secretary-Treasurer

Public: Marc Ducharme, Agent B-2023-04
Bruce Bourgeau
Al Legros

1. Opening of Meeting

Resolution No. 2023-23

Moved By: Robert Ritchie
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment meeting be opened at 1:30 p.m.

Carried

2. Adoption of Agenda

Resolution No. 2023-24

Moved By: Dan Dawson
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

Carried

3. Appointment of Chair

Resolution 2023-25

Moved By: Robert Ritchie
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment appoints Dan Dawson as the Acting Chair for the June 28, 2023 meeting in the absence of Carman Kidd, Chair.

Carried

4. Declaration of Pecuniary Interest

None

5. Adoption of Minutes

Resolution No. 2023-26

Moved By: Voula Zafiris
Seconded By: Robert Ritchie

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the May 31, 2023 Committee of Adjustment Meeting as printed.

Carried

6. Public Hearings

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

Meeting Minutes

June 28, 2023

The Acting Chair advised that this afternoon a public hearing is scheduled for one consent application.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed application and second, to receive comments from the public and agencies before a decision is made.

6.1 Consent Application B-2023-04 – March Ducharme on behalf of Christopher Barkhouse

The Acting Chair declared the public hearing for Consent Application B-2023-04 to be open.

The Planner summarized the proposal, provided additional relevant information, and summarized the correspondence received to date regarding this application.

Subject land: 116150 Quarry Road; BUCKE CON 4 PT LOT 10 PCL 3428SST.

Purpose of the application: The purpose of the application is to sever an approximately 13.35 hectare (± 33 acre) parcel of land from the southern portion of the property, to be added to the adjacent property to the east along Quarry Road, 116092 Quarry Road which is owned by Resource Tech Management Inc. The proposed severed property is entirely forested.

The proposed retained property has an approximate area of 12.14 hectares (30 acres) and contains an existing single detached dwelling and detached garage, with the remaining portion of the property being used for agriculture. The current uses of the proposed retained property will continue.

Statutory Public Notice: The application was received on June 8, 2023 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker and Weekender beginning on June 14, 2023 in accordance with the statutory notice requirements of the Planning Act. Notice of the application was also mailed to property owners within 60m of the subject land.

The Planner reviewed the planning report and read the public comments that had been received. Ms. Pye advised that the application is consistent with the Provincial Policy Statement (2020), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

The Acting Chair asked if there were any questions or comments from the public.

Bruce Bourgeau, 116105 Quarry Road: Mr. Bourgeau detailed concerns with the proposed severance and sale of the land to the adjacent property owner, including concerns with the operation of the adjacent property owner's business, Resource Tech Management Inc. Mr. Bourgeau indicated that he had spoken with residents of the Larocque Subdivision on the east side of Quarry Road and the residents he spoke with shared most of the concerns. Mr. Bourgeau's concerns include: the noise created by heavy equipment both on the property and as it travels down Quarry Road including "jake brakes"; the potential increase in traffic and associated noise and safety issues; and the use of equipment including flood lights.

Al Legros, 116088 Quarry Road and owner of Resource Tech Management Inc. (RTMI): Mr. Legros responded to Mr. Bourgeau's concerns and indicated that RTMI has purchased a number of properties in the Haileybury Industrial Park on Amwell Street with the intention of moving entire operation to that property. Mr. Legros stated that the shop on the property is used for personal storage but acknowledged

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

Meeting Minutes

June 28, 2023

that equipment is washed on the property and off-season equipment is parked on the property. Mr. Legros also noted that he has no intention of clearing the proposed severed property as his family utilizes the property for recreational purposes. Mr. Legros stated that he was unaware of the concerns of the neighbourhood and would make an effort going forward to ensure the concerns are addressed, including installing signage prohibiting the use of “jake brakes” and floodlights.

A Committee member thanked Mr. Bourgeau and Mr. Legros for attending the meeting and having the conversation about concerns and solutions.

Mr. Bourgeau questioned the purpose of attending the meeting and sending in letters of objection if the Committee was going to approve the application. Committee members advised that they make decisions based on policy and input and they need to be aware of concerns with proposed developments.

The Committee considered and adopted the following resolution:

Resolution No. 2023-27

Moved By: Voula Zafiris

Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2023-04 as submitted by Marc Ducharme on behalf of the Christopher Barkhouse for the following lands: 116150 Quarry Road; BUCKE CON 4 PT LOT 10 PCL 3428SST;

And whereas applicant is proposing to sever a ±13.35 hectare (±33 acre) parcel of land from the southern portion of the property, to be added to the adjacent property to the east along Quarry Road (municipal address 116092 Quarry Road), which is owned by Resource Tech Management Inc.;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated June 22, 2023 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2023-04 subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
 - a) Two copies of the signed Acknowledgement and Direction;
 - b) The “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
 - c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
 - d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel(s) to which consent approval relates;
- 2) That Section 50(3) or 50(5) of the Planning Act apply to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this Consent.

Carried

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

Meeting Minutes

June 28, 2023

7. New Business

None

8. Unfinished Business

None

9. Applications for Next Meeting

Next meeting: July 26, 2023 – Minor Variance Application A-2023-02

10. Adjournment

Resolution No. 2023-28

Moved By: Robert Ritchie

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be closed at 2:31 p.m.

Carried

Dan Dawson
Acting Chair

Jennifer Pye
Secretary-Treasurer

The Corporation of the City of Temiskaming Shores

By-Law 2023-087

Being a by-law for the assumption of a highway for public use within the City of Temiskaming Shores – Grant Drive

Whereas under Section 28, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway; and

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

Whereas Council acknowledged receipt of Administrative Report PW-016-2023 at the August 8, 2023 Committee of the Whole meeting regarding the opening of *Grant Drive Extension* and acknowledged that Grant Drive, South of Wilson Avenue to Highway 65 be identified as an arterial road section and that this section shall receive year-round road maintenance in accordance with the minimum maintenance standards as adopted from time to time; and further that this section be consistent with the existing Grant Drive maintenance being a Class 4 road section; and

Whereas Council directed staff to prepare the necessary by-law for the assumption of said roadway for consideration at the August 8, 2023 Regular Council meeting; and

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

1. That the municipality assumes an unopened road allowance for public use, more specifically described as *Grant Drive, South of Wilson Drive to Highway 65*; as shown on Schedule “A” hereto attached and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 8th day of August, 2023

Mayor

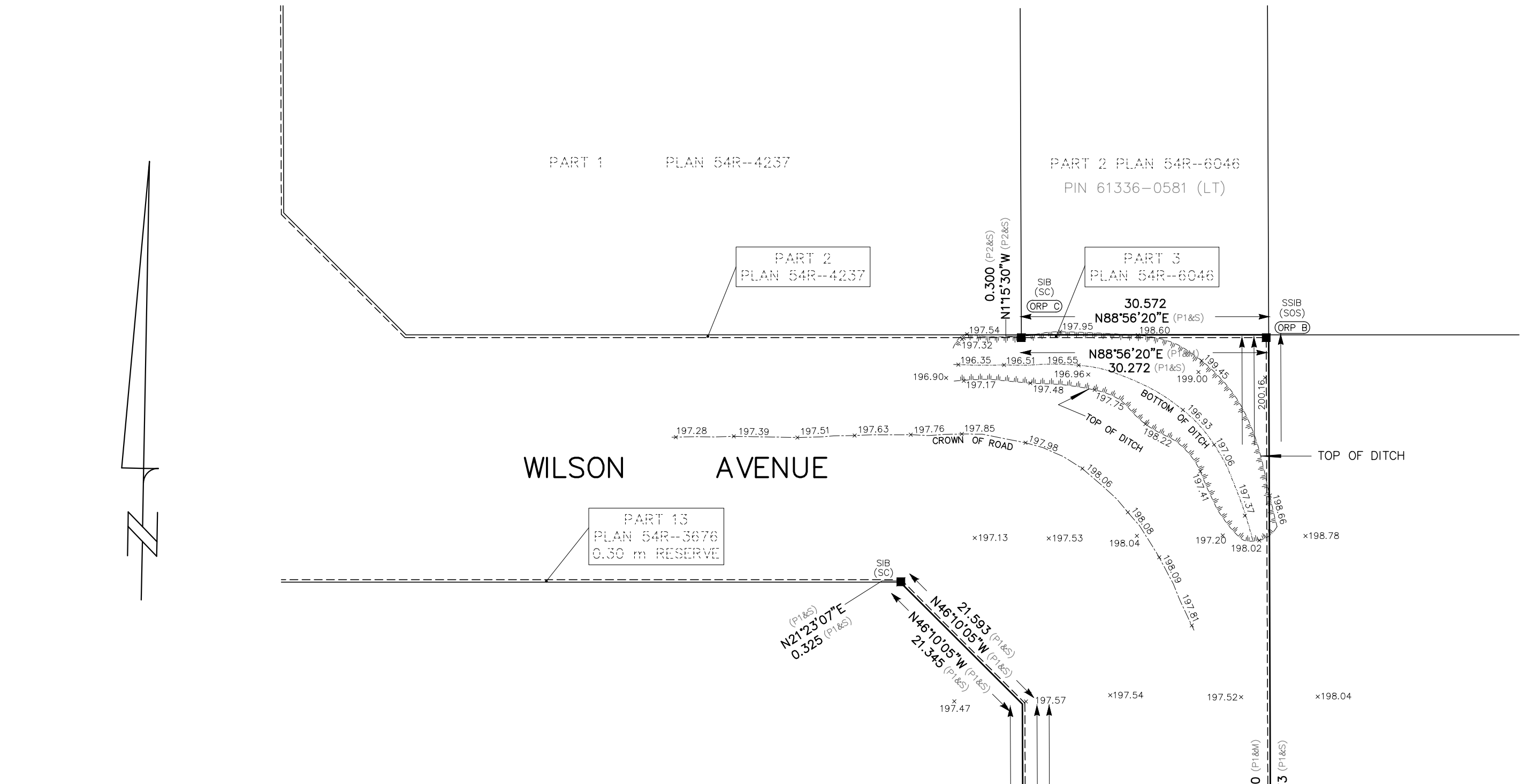
Clerk



Schedule “A” to

By-law No. 2023-087

Grant Drive (Extension)



PLAN OF SURVEY SHOWING TOPOGRAPHICAL DETAILS OF
PART OF LOT 9
CONCESSION 3
GEOGRAPHIC TOWNSHIP OF DYMOND
CITY OF TEMISKAMING SHORES
DISTRICT OF TIMISKAMING

SCALE 1 : 500 METRES
0 2 4 6 8 10 20 40 60
SURVEYORS ON SITE INC. © 2022

LEGEND

■	.....	MONUMENT FOUND
□	.....	MONUMENT PLANTED
SIB	.....	STANDARD IRON BAR
SSIB	.....	SHORT STANDARD IRON BAR
IB	.....	IRON BAR
M	.....	MEASURED
S	.....	SET
WT	.....	WITNESS
P1	.....	PLAN 54R-3676
P2	.....	PLAN 54R-6046
MTO	.....	MINISTRY OF TRANSPORTATION ONTARIO
SC	.....	H. SUTCLIFFE SURVEYING LTD.
FH	.....	FIRE HYDRANT
MH	.....	MANHOLE - ELEVATION AT TOP CENTRE
SGN	.....	SIGN & POSTS
HP	.....	HYDRO POLE
OH	.....	OVERHEAD UTILITY WIRES
x123.45	.....	SPOT ELEVATION

NOTES

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.999998021.

ELEVATIONS SHOWN HEREON ARE REFERRED TO VCM0011982U077, HAVING AN ELEVATION OF 193.977 METRES, CGVD28.76.

SITE BENCHMARK IS THE TOP OF VCM0011982U077 HAVING AN ELEVATION OF 193.977 METRES.

BEARINGS ARE MTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS HCM019801501 & HCM00819740135 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF MTM ZONE 12 NAD83 (ORIGINAL).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
P1 - 0°57'50" COUNTER CLOCKWISE

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
01019801501	5268921.96	404542.47
00819740135	5262948.90	402866.15
MTM ZONE 12, NAD83(ORIGINAL).		
OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO MTM ZONE 12, NAD83(ORIGINAL).		
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O. REG. 216/10 UNDER THE SURVEYS ACT.		
POINT ID	NORTHING	EASTING
ORP A	5265732.57	405023.96
ORP B	5266233.33	405012.52
ORP C	5266232.76	404982.25
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

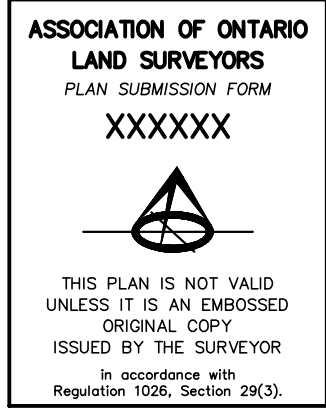
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

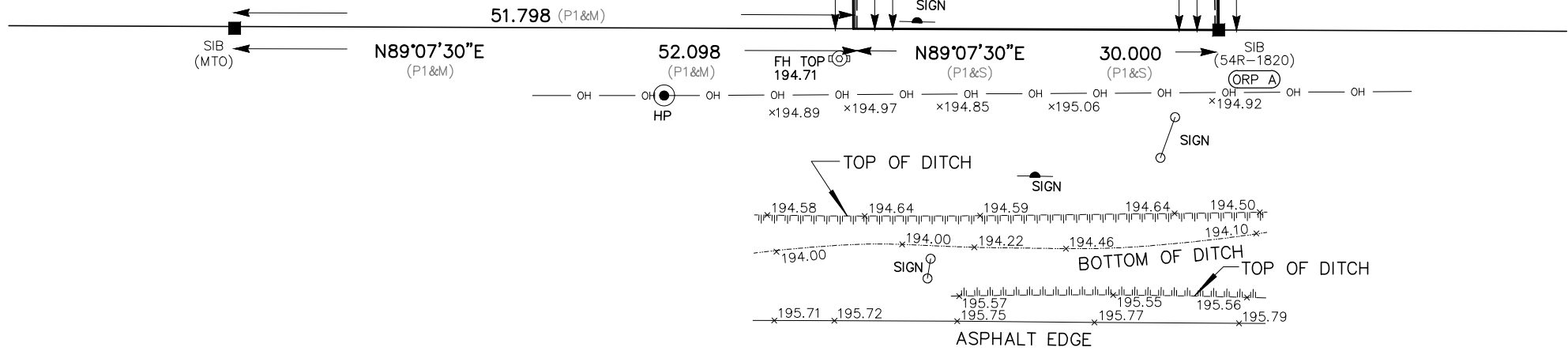
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 22nd DAY OF MARCH, 2022.

APRIL 8, 2022

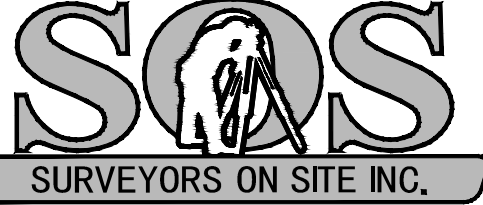
RYAN W. SEGUIN
ONTARIO LAND SURVEYOR



SITE BENCHMARK
TOP OF VCM
0011982U077
ELEV=193.977 m
LOCATION
NOT TO SCALE



THE KING'S HIGHWAY No. 65
(BY M.T.O. PLAN P-2957-2 L.T.O. 104380 TEM.)
PIN 61336-0524 (LT)



50 WHITEWOOD AVENUE
NEW LISKEARD, ONTARIO
POJ 1R0
705-622-0872
www.surveyorsonsite.com

The Corporation of the City of Temiskaming Shores

By-law No. 2023-088

Being a by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter 2 Rehabilitation

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

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

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

Whereas Council considered Administrative Report No. PW-017-2023 at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter 2 Rehabilitation in the amount of \$372,020.00 plus applicable taxes, for consideration at the August 8, 2023 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter 2 Rehabilitation in the amount of \$372,020.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 8th day of August, 2023

Mayor

Clerk



Schedule “A” to

By-law 2023-088

Agreement between

The Corporation of the City of Temiskaming Shores

and

Continental Carbon Group Inc.

For the Haileybury Water Treatment Plant Filter 2 Rehabilitation

This agreement made this 8th day of August, 2023

Between:

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

And

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Three hundred and seventy-two thousand, and twenty dollars (\$372,020.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Continental Carbon Group Inc.
1100 South Service Rd Suite 321
Stoney Creek, ON L8E 0C5

The Owner:

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

The Manager of Environmental Services:

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

Remainder of Page left Blank Intentionally

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

Signed and Sealed in
the presence of

Continental Carbon Group Inc.

Micheal Massis - President

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk



Appendix 01 to
Schedule “A” to

By-law No. 2023-088

Form of Agreement

Continental Carbon Group

July 18, 2023

To: Steve Burnett/Manager Environmental Services/City of Temiskaming Shores

Filter Rehabilitation- Haileybury WTP

Steve:

Thank-you for the opportunity in allowing us to quote on the retrofit of the next filter at the Haileybury Water Treatment Plant. The first filter was challenging to say the least. This was a bit of learning experience for all of us. Moving forward we now have proper records, drawings and documentation to use for years to come. No to mention the experience from the first filter will ensure that we do not experience the same issues we had with the first.

If granted the work, CCG would subcontract the same companies to perform the work. Pedersen will handle all concrete. Landmark (JDCMI) will perform the blasting and coating and Roberts will supply the underdrain. Similar to the previous filter, RW Sidley will supply all sand and CEI will supply all anthracite.

We thank-you for the opportunity to illustrate what Continental Carbon Group. We trust that this proposal more than satisfies the City as we have made reductions to our pricing proposal. If you have any questions or require any clarifications, please do not hesitate to contact us.



CONTINENTAL CARBON GROUP INC
Michael Massis
Vice President Sales and Principal Owner



SCOPE OF WORK - HAILEYBURY WTP

SCOPE: REMOVAL AND DISPOSAL

- CCG will remove all existing filter media via industrial vacuum from filter.
- All existing sand & GAC will be disposed of offsite at Haileybury Landfill. Cost will be covered by City.
- CCG will remove existing underdrain and false floor from the filter. Existing underdrain will be disposed offsite. Cost will be covered by City.
- Filter floor will be cleaned and prepped for new concrete floor and flume to be poured.
- Cleaning of lost media beyond the filter box (since we are using INFINITY slotted, we need the BW water to be particulate free – if they have lost media downstream in their piping, channels, clearwell, BW supply tank etc, it will need to be cleaned out, and several backwashes ran into the filter tank before underdrains are installed) This will be subject to additional costs based on what is found during media/underdrain removal.

SCOPE: CONCRETE FLOOR/FLUME POUR

- New concrete floor will be poured in place of the removed false floor.
- Concrete flooring will include a 2' flume in the centre to accommodate new underdrain system.
- A detailed drawing of proposed floor has been included in the submittal package.
- New concrete floor will be bonded to existing concrete.

SCOPE: BLASTING AND COATING OF FILTER WALLS

- Mobilization and demobilization to and from site
- Full enclose tank
- Dust collection and dust control
- Sandblast surfaces to be coated
- Cleanup and offsite disposal
- Resurface concrete
- Apply Gemite coating system (ANSI/NSF 61)
- Access equipment
- QA and touch ups as required
- Any P/U Crack injection would be extra



SCOPE: SUPPLY AND INSTALLATION OF UNDERDRAIN

- CCG will supply a slotted Roberts Infinity Underdrain along with stainless steel air header.
- All hardware, anchor hold downs and supports will come with the delivery.
- CCG will receive and properly store underdrain onsite
- CCG will install all laterals and air supply as per Roberts recommended installation instruction.
- CCG installation will include all grout for underdrain installation
- Roberts will provide a supervisor to oversee installation along with testing and commissioning of underrain.
- Connection between existing plant air scour supply pipe and the new header Jtube supplied by Roberts that goes in the new flume has not been included due to unknown information. All material costs for this will be subject to additional costs.

SCOPE: SUPPLY AND INSTALLATION OF FILTER MEDIA

- CCG will supply and install 300mm of 0.45-0.55 Sand UC 1.50
- CCG will install sand through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media.
- CCG will perform a skimming/scraping procedure on the sand to remove any fines that may be present. The volume of sand includes the provision for skimming/scraping. As per AWWA CCG will perform as many backwashes/skims necessary to ensure that sand is clean.
- CCG will supply and install 300-500mm of 0.85-0.95 Anthracite UC 1.50.
- CCG will install anthracite through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media.
- CCG will perform a skimming/scraping procedure on the sand to remove any fines that may be present. The volume of sand includes the provision for skimming/scraping. As per AWWA CCG will perform as many backwashes/skims necessary to ensure that anthracite is clean.
- CCG will work with Owner to commission the filter.
- CCG will disinfect all filter media as per AWWA C653-13. Owner will be responsible with sampling for BAC-Ts. Owner will also be responsible for any de-chlorination of chlorinated water from disinfection process.

PRICING

TOTAL COST FOR THE ABOVE SCOPE IS

\$372,020.00

HST is extra

**Continental Carbon Group Inc 1100 South Service Rd Suite 321 Stoney Creek, ON
L8E 0C5 905-643-7615 (PH) 905-643-5403 (FAX) www.continental-carbon.com**



The Roberts Filter Group
Serving the Water Community

TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



LEOTECH



SERVICES



INTERNATIONAL



Infinity[®]

Continuous Lateral Underdrain

extruded underdrain for gravity and package filtration

TECHNOLOGIES



Infinity[®]

Continuous Lateral Underdrain

The Infinity[®] Underdrain System is a high performance and cost-effective solution for new and existing filters. It's rugged, extruded PVC construction and low profile, joint-less design gives excellent durability and performance. The versatile Infinity[®] is available in gravel-less slotted, air/water, and low headloss versions; allowing it to be the perfect fit for many different water treatment applications.



Quick and Cost-Effective Installation

- Each lateral required for your underdrain is shipped to your jobsite completely assembled. Field professionals report a 50% reduction in installation time over site-assembled lateral underdrains.
- The Infinity[®] underdrain possesses the lowest physical profile of any dual lateral underdrain.
- The Infinity[®] underdrain can be installed with joint-less laterals up to 38' (11.6m) in length without compromising distribution or headloss performance.



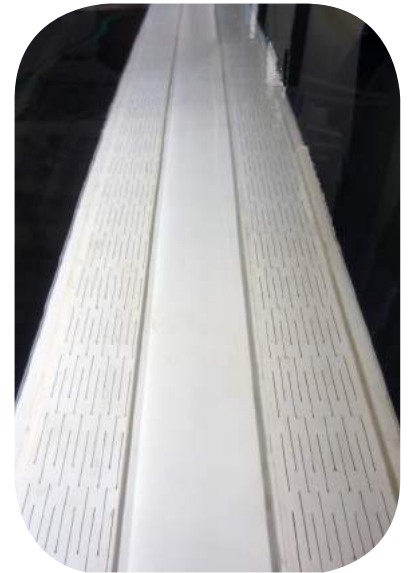
The Infinity® Has Multiple Options for Maximum System Flexibility

Infinity® AW Provides Maximum Air/Water Efficiency During Backwash

The Infinity® air/water eliminates the shortcomings of other air/water systems which sacrifice performance by attempting to accommodate air and water in a common chamber. A dedicated central air chamber distributes air down the entire length of each lateral. Control orifices assure proper air distribution across the entire filter underdrain.

Infinity® LS: Laser Slotted Design Eliminates Support Gravel

- The Infinity® LS laser slotted design eliminates support gravel, maximizing freeboard
- Precision laser manufacturing allows Roberts to maintain quality control and tight tolerances, ensuring proper media retention for every application
- Custom laser manufacturing allows Roberts to vary the Infinity® LS slot size, making it customizable for various water and waste water treatment needs.



Reduce Costs With the Low Headloss Infinity® LH

The low headloss Infinity® LH underdrain significantly reduces headloss through the underdrain; making it ideal for greenleaf filters and pump energy savings. Roberts' Infinity® LH design has as little as 6" (15 cm) of headloss over a 38' (11.6 m) lateral while still maintaining better than +/-2.5% maldistribution of water.

Dimensions of the Infinity®

Width	Height	Length	Weight/ft
11.0 Inches, 27.9 Centimeters	6.0 Inches, 15.2 Centimeters	As required for each application (Maximum= 38ft, 11.6m)	7lbs/foot, 10.4 kg/m

Structural Capacity

- 1900 lb/ft² minimum evenly distributed load with sides unsupported
- 7000 lb/ft² minimum evenly distributed load with sides and bottom supported
- 125 psi burst strength with sides, ends, and bottom supported

Infinity® is Solidly Engineered

- Eliminates potential failure points with joint-less construction.
- High burst and compressive strength
- Laser slotted design eliminates support gravel, support caps, and is completely screw-free.



Ideal for Desalination Applications

The entire Infinity® underdrain System is manufactured from corrosion resistant materials which are 100% compatible with seawater in desalination applications.

Low headloss and air/water options are available to minimize energy requirements or to enhance filter backwash efficiency.

Represented By:



The Roberts Filter Group
Serving the Water Community

214 N. Jackson Street • Media, PA 19063 • USA
Phone +1 610-583-3131 • Fax +1 610-583-0117
www.robertsfilter.com

Covered by one or more of U.S. Patent Nos.
6,325,931; 6,569,327; 6,740,237; 6,989,096; and
7,288,193

© 2012, Roberts Water Technologies, Inc.

TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



LEOTECH



SERVICES



INTERNATIONAL





ANTHRACITE

A Subsidiary of CEI-Carbon Enterprises, Inc.

5 YEARS EXPERIENCE

CEI purchased existing plant in 2006, at which point our plant was given an immediate upgrade in an effort to assure our customer the highest quality product available. Our management team consists of over 60 years combined experience in the anthracite and filter media production. Our quality control program is second to none with computerized particle analysis we can ensure repeatability on ES and UC. We offer all UC's including <1.3, as well as a wide range of ES's. In addition we provide a dry product so you are purchasing filter material not water, which also lends itself to saving on shipping. Our staff will reply and address your concerns immediately. Fell free to call with any questions.

WORLD HEADQUARTERS

CEI

28205 Scippo Creek Road
P.O. Box 740
Circleville, Ohio 43113
Phone: 1-800-344-5770
Fax: 888-204-9656
www.ceifiltration.com

In-House Freight Services
888-808-4984

Plant Location

603 S. Church Street
Hazelton, PA 18201
Phone: 570-459-7005
Fax: 570-459-7012
www.ceianthracite.com



"ONE COMPANY FOR ALL YOUR FILTER MEDIA"

CEI submittal Information

CEI – Carbon Enterprises, CEI Anthracite, All CEI manufacturers following AWWA B-100 Standards of manufacturing, sampling, and testing. These standards are for municipal and wastewater filter media. CEI has a copy of these standards. All our products are NSF Standard 61 certified.

All laboratories utilized to test filter media must be approved by CEI. Laboratories must have a history of testing filter media. The lab must know and understand the testing methods and procedures detailed in the AWWA B-100 Standard.

Inside this submittal, CEI will be providing the most up to date information on the products the end customer will be utilizing in their filter.

We appreciate this opportunity and are always available at 800-344-5770. Our website is www.CEIfiltration.com.

WORLD HEADQUARTERS

CEI

28205 Scippo Creek Road

P.O. Box 787

Circleville, Ohio 43113

Phone: 1-800-344-5770

Fax: 1-888-204-9656

www.ceifiltration.com

In-House Freight Services

888-808-4984

CEI ANTHRACITE

Plant Location

603 S. Church Street

Hazleton, PA 18201

Phone: 570-459-7005

Fax: 570-459-7012

www.ceianthracite.com

CEI ANTHRACITE

Our Quality Assurance

We are a leading supplier of quality anthracite for filter beds in the water filtration industry. Our material is required to adhere to the strict standards of the water industry, therefore, our state-of-the-art production facility capabilities far exceed your supply requirements.

Anthracite Processing

Fast, Efficient, Accurate, Providing timely deliveries

*** State-of-the-art sizing plant to guarantee your specifications**

ensuring complete production control and accurate processing.

Our high capacity plant enables CEI to meet your delivery needs.

*** Automated sieve analyzer**

assures consistent product quality permitting precise control of both the raw material and finished product. Computerized testing can be completed within minutes of sample collection, providing our production staff with quick and accurate information.

CEI Anthracite utilizes additional equipment to ensure oversize protection such as totally closed processing equipment as well as preload screening. What this means to our customers is that all material must pass 5 screen protection points before it arrives at its destination. Full time quality control staff assures the customer of high quality products as well as technical assistance based on 50 years in anthracite production. Our plant is capable of providing you with any variation of sizing, and quality.

In addition our large warehouse allows us to retain 800 to 1000 tons of inventory at all times. We have the capability of dramatically increasing production with short notice, which enables us to meet your need and ensure on time deliveries. We meet and exceed AWWA-B100- standards.

Material is sourced in eastern Pennsylvania where anthracite is produced. All of our anthracite is tested once it comes in.



PRODUCT INFORMATION

SILICA FILTER SAND PLANT: THOMPSON, OH

R.W. Sidley's operates a state of the art processing plant that produces the highest quality products virtually free of deleterious materials. Our processed silica sand is from our Thompson mine part of the Sharon conglomerate formation. All Silica Filter Sands are washed, dried and screened at the Thompson plant and meet AWWA B-100 standards for granular filter media and NSF-61 requirements for drinking water components.

Tighter U.C. sizes of 1.3-1.4 available upon request.

Available packaging: 50 lb. bags, 3,000 lb. super sacks, 4,000 lb. super sacks and bulk quantities.

LABORATORY SIEVE ANALYSIS

Product	.05mm-.15mm	.15mm-.25mm	.35mm-.45mm	.45mm-.55mm	.55mm-.65mm	.4mm-1.0mm	.8mm-1.2mm	2.0mm-3.0mm	3/16X10
U.S. SIEVE Mesh Size	Cumulative % Passing								
1/4								100	100
4								100	100
6								75	70
8							100	15	10
10							100	2	2
12							95	0	0
14							70	0	0
16				100	100	100	40		
18				100		90	15		
20			100	100	85	45	5		
25				75	25	10	0		
30		100	100	50	5	5	0		
35		100	70	15	1	1	0		
40		100	25	5	0	0	0		
50	95	55	1	1	0	0			
70	80	15	0	0	0	0			
100	25	2	0						
140	10	1							
200	5								
270	1								
Pan	0	0	0	0	0	0	0	0	0
E.S.	0.11	0.20	0.38	0.46	0.63	0.72	0.94	2.26	2.35
U.C.	≤2.0	≤1.7	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5

CHEMICAL ANALYSIS

Tests	Results/Units
SiO ₂	99.3%
Fe ₂ O ₃	0.38%
Al ₂ O ₃	0.21%
K ₂ O	0.054%
TiO ₂	0.025%
Na ₂ O	0.005%
Total Mg	0.004%
Total Ca	0.003%
Ni	<0.001%
Mn	0.001%
Cr ₂ O ₃	<0.001%

PHYSICAL ANALYSIS

Silica	
Percent Loss, Acid Solubility (ASTM D3042)	0.4%
Moh's Hardness	7
Loss on Ignition	0.14%
pH	6.4
Specific Gravity	2.63-2.65
Absorption	0.31%

Testing: Results are typical for the product.

Laboratory Sieve Analysis: Testing was conducted at R.W. Sidley, Inc., Thompson, OH

Tests performed in accordance with ASTM D-75, ASTM C-136, and AASHTO T-176

Chemical Analysis: Testing conducted by NSL Analytical, Cleveland, OH

Physical Analysis: Testing conducted by NSL Analytical, Cleveland, OH

SIEVE ANALYSIS ACCUMULATION

DATE: April 11, 2023

PRODUCT XXXXXXXXXX ☐

CODE XXXXXXXXXX ACC'T # 11797 SHIPMENT ☐

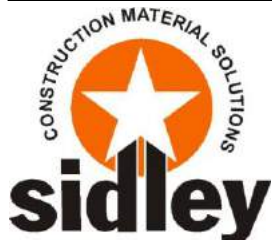
BULK ☒ P. O. # 1031ARC INVENTORY ☐

SUPERSACK ☐ LOT # 1 SINGLE TEST ☒

50 # BAG ☐ LOT SIZE 36 tons TICKET#

SAMPLE >10lbs DATE 4/11/2023

SIEVE	GM.WEIGHT	%RET.	CUM%RET.	CUM%PASS	SPEC.	E.S.	U.C	A.F.S.
16	0.0	0.0%	0.0%	100.0%		0.504	1.346	23.44
18	0.0	0.0%	0.0%	100.0%		Max	Max	F.M.
20	5.0	3.7%	3.7%	96.3%		0.550	1.500	#VALUE!
25	36.1	26.9%	30.6%	69.4%		Min		
30	44.0	32.8%	63.5%	36.5%		0.450		
35	37.1	27.7%	91.1%	8.9%				
40	9.9	7.4%	98.5%	1.5%				
50	1.6	1.2%	99.7%	0.3%				
60	0.2	0.1%	99.9%	0.1%				
70	0.0	0.0%	99.9%	0.1%				
Pan	0.2	0.1%	100.0%	0.0%				
						D90	0.817	
						D85	0.791	
						D80	0.765	
						D75	0.739	
						D70	0.713	
						D65	0.695	
						D60	0.679	
						D55	0.662	
						D50	0.645	
						D45	0.628	
						D40	0.612	
						D35	0.594	
						D30	0.576	
						D25	0.558	
						D20	0.540	
						D15	0.522	
						D10	0.504	
						D5	0.461	
	134.1							



CUSTOMER: CCG

NO. OF TONS: 36

NO. OF TESTS: 1 of 2

EFFECTIVE SIZE (E.S.): 0.504

UNIFORMITY COEFFICIENT (U.C.): 1.346

SAND SIZE: .45-.55

Quality Control Lab

Prepared By: Jeff

The Corporation of the City of Temiskaming Shores

By-law No. 2023-089

Being a by-law to enter into an agreement with LUA Construction Inc for the installation of an emergency by-pass pump, piping, concrete slab and fencing at the Robert/Elm Pumping Sation

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

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

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

Whereas Council considered Administrative Report No. PW-018-2023 at the August 8, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with LUA Construction for the installation of an emergency by-pass pump, piping, concrete slab and fencing at the Robert/Elm Pumping Station in the amount of \$275,000.00 plus applicable taxes, for consideration at the August 8, 2023, Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with LUA Construction for the installation of an emergency by-pass pump, piping, concrete slab and fencing at the Robert/Elm Pumping Station in the amount of \$275,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 8th day of August, 2023

Mayor

Clerk



Schedule “A” to

By-law 2023-089

Agreement between

The Corporation of the City of Temiskaming Shores

and

LUA Construction

Installation of an emergency by-pass pump, piping, concrete slab and fencing at
the Robert/Elm Pumping Station

This agreement made this 8th day of August, 2023

Between:

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

And

LUA Construction
(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:

**EXP
Robert Street and Elm Avenue Emergency By-Pass Lift Station
Project # NWL-22009124**

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Two hundred and seventy-five thousand dollars (\$275,000)** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

LUA Construction

362B Amateewakea River Rd,
Noelville, ON P0M 2N0

The Owner:

City of Temiskaming Shores

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

The Manager of Environmental Services:

Manager of Environmental Services

City of Temiskaming Shores

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

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

Signed and Sealed in
the presence of

LUA Construction

Farzan Hosseini

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. 2023-089

Form of Agreement

SUMMARY OF PRICES

SECTION 1 – CONSTRUCTION WORK

The proponent shall complete the divisional pricing table below in its entirety. Where no value is inserted on any given line, the Bidder shall be deemed to have included the amount for the applicable division in the total lump sum price.

SCHEDULE OF ITEMS AND PRICES
Part A - General and Contract Requirements

Item No.	Spec. No.	Item	Unit	Quantity	Unit Price	Amount
1		Mobilization/Demobilization	L.S.	100%	\$9000.00	\$9000.00
2	OPSS.MUNI 410 Nov 18'; OPSS MUNI 1842 Nov 20'	Pipe, Valves and Appurtenances	L.S.	100%	\$39,000.00	\$39,000.00
3		Concrete Pad	L.S.	100%	\$17,000.00	\$17,000.00
4		Pump Procurement, Installation	L.S.	100%	\$193,000.00	\$193,000.00
5		Fencing Removal and Installation	L.S.	100%	\$5000.00	\$5000.00
6		Commissioning	L.S.	100%	\$12,000.00	\$12,000.00
<i>SUBTOTAL</i>					\$ 275,000.00	+HST

Please see enclosed spec sheet for the proposed 8" pump that is directly comparable to the specified Godwin CD225M. This pump will come with a float switch. This quote has been based on supply and installation of this pump.



VARIOUS PATENTS APPLY

Diesel Engine Driven/Sound Attenuated Priming Assisted Centrifugal Environmental Silent Pump ^w/Autostart Model PA8E60-C4.4TA FT4-ESP Size 8" x 8"



Total Head		Capacity of Pump in U.S. Gallons per Minute (GPM) at Continuous Performance			
P.S.I.	Feet				
72.8	168	1200	1200	1200	1200
69.4	160	1440	1440	1440	1440
60.7	140	1960	2040	2040	2040
52.0	120	2000	2560	2640	2640
43.4	100	2040	2610	3020	3200
34.7	80	2070	2640	3060	3580
26.0	60	2100	2670	3100	3660
17.3	40	2120	2700	3140	3710
Suction Lift		20'	15'	10'	5'

PUMP SPECIFICATIONS**Size:** 8 x 8" (203 mm x 203 mm) Flanged.**Casing:** Ductile Iron 65-45-12.

Maximum Operating Pressure 109 psi (752 kPa).*

Enclosed Type, Two Vane Impeller: Ductile Iron 80-56-06.

Handles 3" (76.2 mm) Diameter Spherical Solids.

Suction Spool: Gray Iron 30.**Impeller Shaft:** Chrome-Plated Steel.**Wear Ring:** Ductile Iron 65-45-12.**Pedestal:** Gray Iron 30.**Seal Plate:** Gray Iron 30.**Seal:** Mechanical, Oil-Lubricated. Silicon Carbide Rotating Face. Silicon Carbide Stationary Seat. Fluoro-carbon Elastomers (DuPont Viton[®] or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).***Shaft Sleeve:** Stainless Steel 303/304.**Priming Chamber:** Gray Iron 30 Housing ^w/Stainless Steel Float and Linkage.**Discharge Check Valve:** Ductile Iron Housing ^w/Buna-N Flapper.**Radial Bearing:** Open Single Row Ball.**Thrust Bearing:** Open Double Row Ball.**Bearing Lubrication:** Lithium EP2 Grease.**Seal Cavity Lubrication:** SAE 30 Non-Detergent Oil.**Gaskets:** Red Rubber, Buna-N, and Compressed Synthetic Fibers.**O-Rings:** Buna-N.**Hardware:** Standard Plated Steel.**Seal Cavity Oil Level Sight Gauges.**

*Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.

Standard Equipment: Gear-Driven Air Compressor. Hoisting Bail. Soundproof (EPA Average (78.5) dBA at 23 feet [7 meters] Under Load) Lightweight Aluminum Enclosure - Removable for Maintenance of Pump or Engine - ^w/Lockable Door Panels. [Single Ball Type Float Switch](#). Combination Skid Base ^w/Fuel Tank. [Full Feature Control Panel](#) ****Optional Equipment:** Battery. GR Hard Iron Impeller and Seal Plate. Heated Priming Chamber Kit. NPT Suction and Discharge Flange Kits. High Speed (55 MPH/89 KM/H) Single Axle Pneumatic-Tired Wheel Kit ^w/_{wo} DOT-Approved Lights and Electric Brakes. [Tandem Axle Over-the-Road Trailer](#) (Meets DOT Requirements).

**50 Ft. (15 m) Standard Length; Dual Switches and Alternate Cable Lengths Available From the Factory.

**ENGINE SPECIFICATIONS****Model:** Caterpillar C4.4TA.**EPA Tier:** Final Tier 4.**Type** Turbocharged: Four Cylinder, Diesel Engine ^w/Air Compressor.**Displacement:** 269 Cu. In. (4.41 liters).**Lubrication:** Forced Circulation.**Air Cleaner:** Dry Type.**Fuel Tank:** 110 U.S. Gals. (416 liters).**Full Load Operating Time:** 16 Hrs.**Starter:** 12V Electric.**Standard Features:** Muffler ^w/Guard and Weather Cap.**Engine Control Features:** Padlockable Box with Throttle Control, Tachometer, Coolant Temperature, Oil Pressure, Voltage and Overstart Indicators/Shutdowns. Manual/Stop/Auto Keyswitch. Audible Startup Warning Delay. Electronic Fuel Level Sensor, Fuel Level Display/Alarm/Shutdown (For Use With Optional Fuel Level Sensor).**CATERPILLAR PUBLISHED PERFORMANCE:**Maximum Gross BHP (Intermittent)
131 (97 kW) @ 2200 RPM

GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.

Specification Data

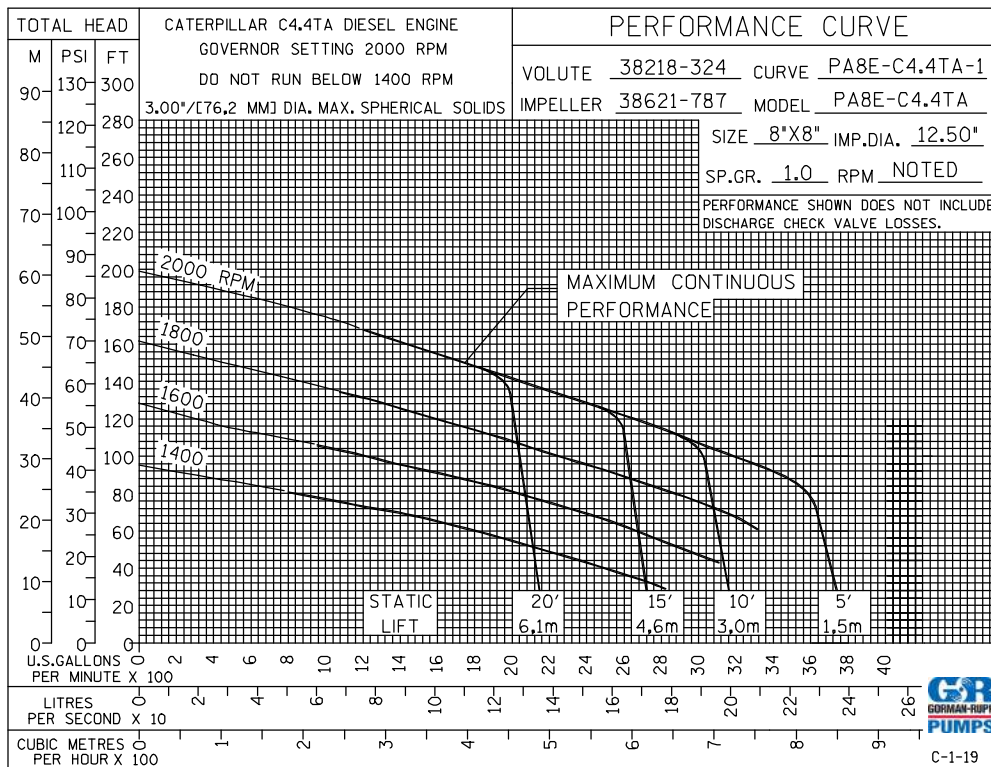
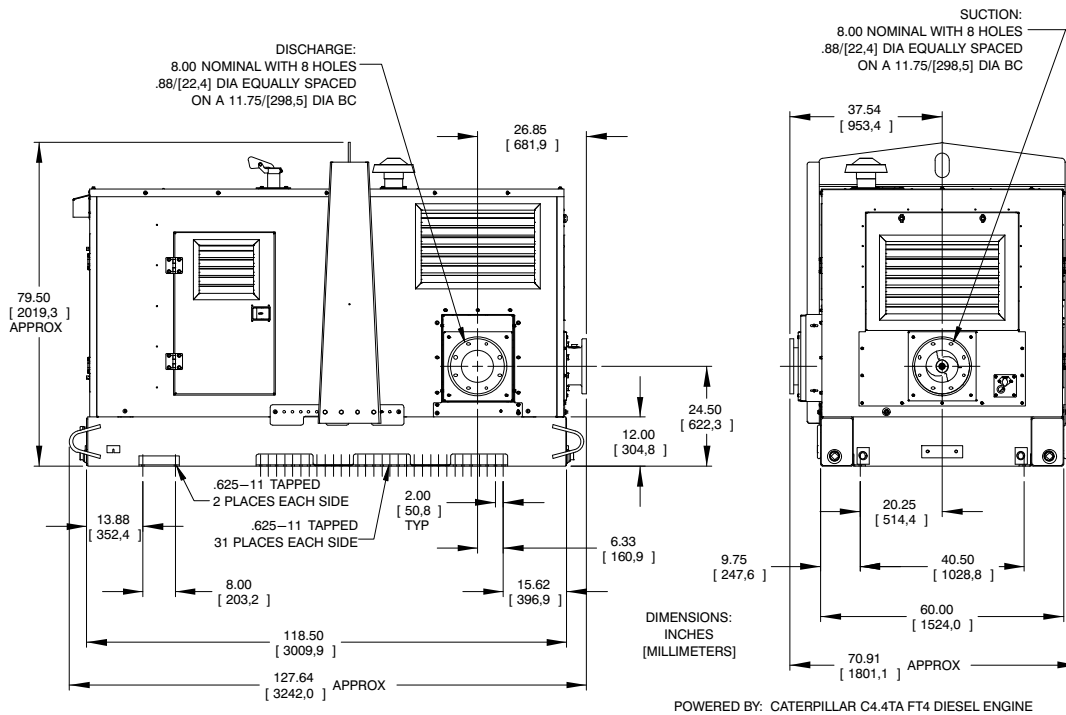
SECTION 42, PAGE 1345

APPROXIMATE
DIMENSIONS and WEIGHTS

NET WEIGHT:
SHIPPING WEIGHT:
EXPORT CRATE SIZE:

SKID BASE

5650 LBS. (2563 KG.)
5900 LBS. (2676,4 KG.)
440 CU. FT. (12,5 CU. M.)



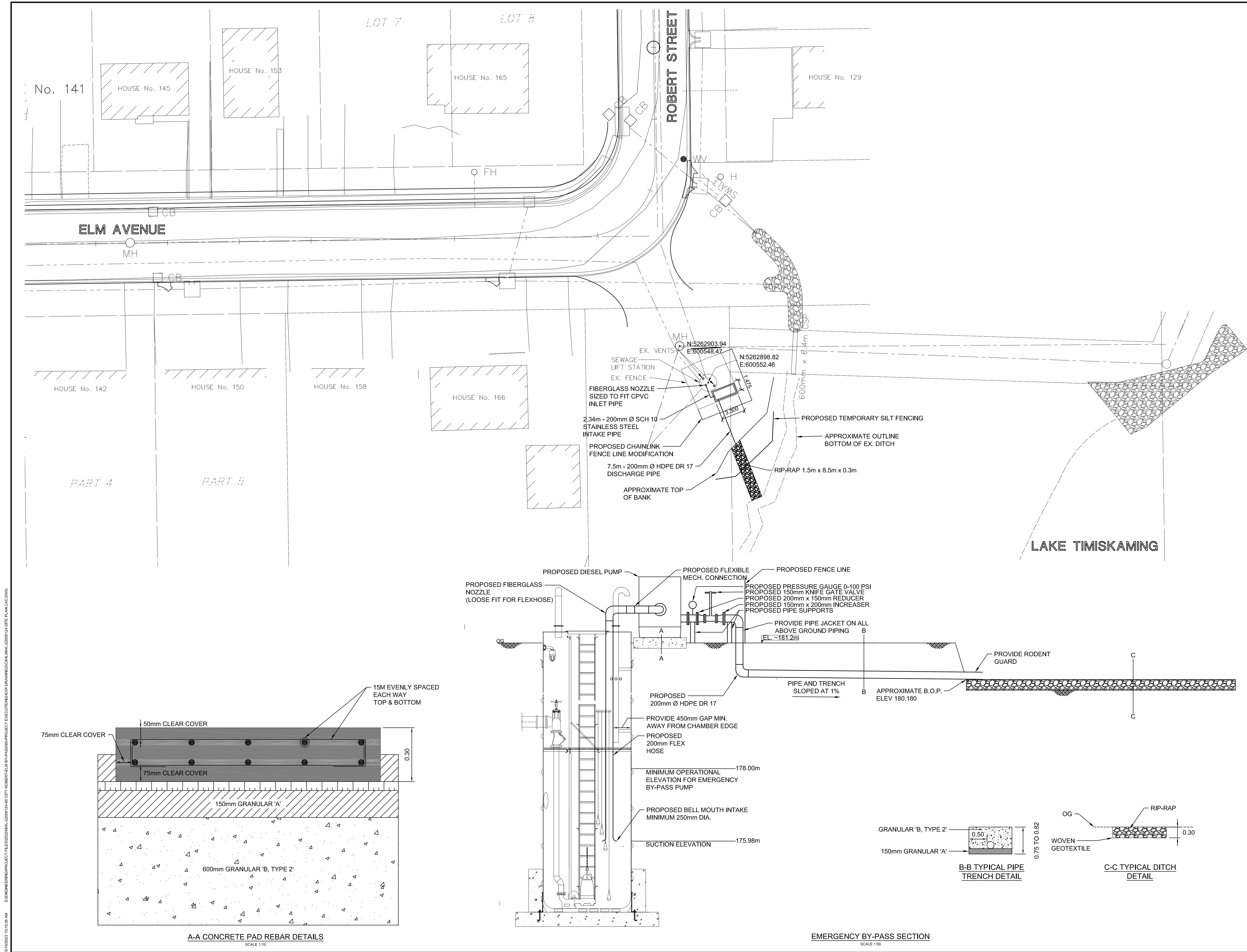
GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.

5/19/2023 10:15:26 AM S:\ENGINEERING\PROJECTS\ELM\01701012\01701012-ROBERT & ELM BY-PASS PUMP\PROJECT E\EDUCATION\EXP DRAWINGS\DWG-NWL-01701012 SITE PLAN.CAD\DWG



ORIENTATION

PLAN ONLY (APPROXIMATE)

CAUTION: DO NOT SCALE DRAWINGS.
THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.

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DIMENSIONS NOTES:
1. ALL DIMENSIONS ARE IN METERS (m) UNLESS NOTED OTHERWISE.

1. CONTRACTOR TO SUPPLY (1) EMERGENCY BYPASS PUMP WITH THE FOLLOWING DESCRIPTION:

MODEL CD225M SILENCE
GODWIN DRI-PRIME CRITICALLY SILENCED
SOUND ATTENUATED ENCLOSURE
200mm (8") 150# FLANGE SUCTION AND DISCHARGE
JOHN DEERE 4045HFC04 FT4 99HP DIESEL
INCLUDES PRIME GUARD ENGINE CONTROLLER

2. CONTRACTOR TO SUPPLY (1) FLOAT SET WITH FOLLOWING DESCRIPTION:

PRIME GUARD FLOAT SET W/65' MECHANICAL FLOATS

3. COMMISSIONING AND TESTING OF PUMP TO BE INCLUDED IN THE LUMP SUM PRICE.

4. 28-DAY STRENGTH OF CONCRETE TO BE 35MPa.

5. SHOP DRAWINGS TO BE SUBMITTED BY CONTRACTOR TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT OF MATERIAL.

SCALE 1:250 (PLAN)

No.	DATE (YYYYMMDD)	REVISION	BY
2	23/05/19	RE-ISSUED FOR TENDER	CAC
1	23/05/12	ISSUED FOR CLI-ECA AMENDMENT	CAC

CLIENT
THE CITY OF TEMISKAMING SHORES

PROJECT TITLE
ROBERT & ELM EMERGENCY BY-PASS PUMP

PROJECT No.
NWL-01701012

DRAWING TITLE
ROBERT & ELM EMERGENCY BY-PASS PUMP LAYOUT

DESIGNED	SCALE
NJD/CAC	AS INDICATED

DRAWN	PLAN No.
CAC	017-1102

CHECKED	DRAWING No.
CAC	C13

EXP Services Inc.
1-1-705-647-4311 | F. 1-705-647-3111
310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0
Canada
www.exp.com



CONSTRUCTION SPECIFICATION FOR TRENCHING, BACKFILLING, AND COMPACTING

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401.03	DEFINITIONS
401.04	DESIGN AND SUBMISSION REQUIREMENTS - Not Used
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401.07	CONSTRUCTION
401.08	QUALITY ASSURANCE - Not Used
401.09	MEASUREMENT FOR PAYMENT
401.10	BASIS OF PAYMENT

APPENDICES

401-A	Commentary
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401.01 SCOPE

This specification covers the requirements for excavating, backfilling, and compacting trenches for the installation of pipe, end sections, and associated appurtenances.

401.01.01 Specification Significance and Use

This specification is written as a municipal-oriented specification. Municipal-oriented specifications are developed to reflect the administration, testing, and payment policies, procedures, and practices of many municipalities in Ontario.

Use of this specification or any other specification shall be according to the Contract Documents.

401.01.02 Appendices Significance and Use

Appendices are not for use in provincial contracts as they are developed for municipal use, and then, only when invoked by the Owner.

Appendices are developed for the Owner's use only.

Inclusion of an appendix as part of the Contract Documents is solely at the discretion of the Owner. Appendices are not a mandatory part of this specification and only become part of the Contract Documents as the Owner invokes them.

Invoking a particular appendix does not obligate an Owner to use all available appendices. Only invoked appendices form part of the Contract Documents.

The decision to use any appendix is determined by an Owner after considering their contract requirements and their administrative, payment, and testing procedures, policies, and practices. Depending on these considerations, an Owner may not wish to invoke some or any of the available appendices.

401.02 REFERENCES

When the Contract Documents indicate that municipal-oriented specifications are to be used and there is a municipal-oriented specification of the same number as those listed below, references within this specification to an OPSS shall be deemed to mean OPSS.MUNI, unless use of a provincial-oriented specification is specified in the Contract Documents. When there is not a corresponding municipal-oriented specification, the references below shall be considered to be the OPSS listed, unless use of a provincial-oriented specification is specified in the Contract Documents.

This specification refers to the following standards, specifications, or publications:

Ontario Provincial Standard Specifications, Construction

OPSS 206	Grading
OPSS 403	Rock Excavation for Pipelines, Utilities, and Associated Structures in Open Cut
OPSS 404	Support Systems
OPSS 412	Sewage Forcemain Installation in Open Cut
OPSS 441	Watermain Installation in Open Cut
OPSS 490	Site Preparation for Pipelines, Utilities, and Associated Structures
OPSS 491	Preservation, Protection, and Reconstruction of Existing Facilities
OPSS 492	Site Restoration Following Installation of Pipelines, Utilities, and Associated Structures
OPSS 501	Compacting
OPSS 510	Removal
OPSS 517	Dewatering for Excavations
OPSS 539	Temporary Protection Systems
OPSS 902	Excavating and Backfilling - Structures

Ontario Provincial Standard Specifications, Material

OPSS 1010	Aggregates - Base, Subbase, Select Subgrade, and Backfill Material
OPSS 1359	Unshrinkable Backfill

Provincial Statute

O. Reg. 213/91	Construction Projects
----------------	-----------------------

For the purpose of this specification, the following definitions apply:

Associated Appurtenances means as defined in OPSS 412 and OPSS 441.

Backfilling means the operation of filling the trench with bedding, cover, and backfill material or embedment and backfill material.

Backfill Material means fill material used above the embedment or cover material and below the lower of the subgrade or finished grade or the original ground.

Bedding Class means a classification system that defines the depth of the bedding material.

Bedding Material means material as it relates to rigid pipe, from the bottom of the trench to the bottom of the cover.

Cover Material means the material placed from the top of the bedding to the bottom of the backfill for rigid pipe.

Deleterious Material means materials from the recycling stream other than glass, ceramic, reclaimed asphalt pavement, and reclaimed concrete materials that includes but is not limited to the following: wood, clay brick, clay tile, plastic, gypsum, gypsum plaster, and wallboard.

Embedment Material means material as it relates to flexible pipe, from the bottom of the trench to the bottom of the backfill.

Excavation, Earth and Rock means the excavation classified as earth and rock according to OPSS 206.

Extra Excavation means all excavation ordered in writing by the Contract Administrator beyond excavation as specified in the Contract Documents.

Flexible Pipe means pipe that can deflect 2% or more without cracking such as polyvinyl chloride, polyethylene, or steel pipe.

Imported Material means material obtained from a source other than the Working Area.

Native Material means the material removed to form an excavation within the Working Area for return to the same or other excavation.

Pipe means sanitary or storm pipe sewers, watermain, forcemains, pipe culverts, and subdrains.

Rigid Pipe means pipe that cannot deflect more than 2% without cracking such as concrete pipe.

Trench means as defined in O. Reg 213/91.

Trenching means the earth or rock excavation required to construct a trench in which to install pipes and their associated appurtenances.

Trench Width means the horizontal distance between the trench walls as measured at the bedding grade.

Unshrinkable Fill means as defined in OPSS 1359.

401.05 MATERIALS

401.05.01 Bedding Material and Embedment Material

Bedding and embedment materials shall be one of the following, or as specified in the Contract Documents:

- a) Granular A.
- b) Granular B, Type I, II, or III, with 100% passing the 26.5 mm sieve.
- c) Unshrinkable fill.

401.05.02 Cover Material

Cover material shall be one of the following, or as specified in the Contract Documents:

- a) Granular A.
- b) Granular B, Type I, II, or III, with 100% passing the 26.5 mm sieve.

401.05.03 Granular Material

Granular material shall be according to OPSS 1010.

401.05.04 Backfill Material

401.05.04.01 General

Backfill material shall be one of the following, or as specified in the Contract Documents:

- a) Granular A.
- b) Granular B, Type I, II, or III.
- c) Unshrinkable fill.
- d) Native material.

401.05.04.02 Native and Imported Material

Only native and imported material approved by the Contract Administrator shall be used. All material shall be free from frozen lumps, cinders, ashes, organic matter, rocks and boulders over 150 mm in any dimension, and other deleterious material.

401.05.05 Unshrinkable Fill

Unshrinkable fill shall be according to OPSS 1359.

401.07 CONSTRUCTION

401.07.01 General

Trenches shall be stable and dry, unless designated by the Contract Administrator as subaqueous Work.

401.07.02 Site Preparation

Site preparation shall be according to OPSS 490.

401.07.03 Preservation and Protection of Existing Facilities

Preservation and protection of existing facilities shall be according to OPSS 491.

401.07.04 Removals

Removals shall be according to OPSS 510.

401.07.05 Dewatering

Dewatering shall be according to OPSS 517 for placement of pipe or to OPSS 902 for placement of structures.

401.07.06 Support Systems

Support systems shall be according to OPSS 404.

401.07.07 Temporary Protection Systems

The construction of all temporary protection systems shall be according to OPSS 539. When the stability, safety, or function of an existing roadway, railway, other works, or proposed works may be impaired due to the method of operation, appropriate protection shall be provided. Protection may include sheathing, shoring, and the driving of piles, when necessary.

401.07.08 Removal of Frozen Ground

Written permission shall be obtained from the Contract Administrator prior to starting any excavation in frozen ground. The method used for removal of frozen ground shall not cause damage to adjacent structures or Utilities.

401.07.09 Trenching

Trenches shall be excavated to the lines, grades, and dimensions specified in the Contract Documents. The width of the trench at the bottom shall not exceed the width at the top.

Trenching for pipe culverts shall include the excavation for frost tapers and end sections.

No more than 15 m of trench shall be open in advance of the completed pipe system.

The Contract Administrator shall be notified immediately if the bottom of the trench appears to give an unsuitable foundation.

When installing rigid pipe, if the trench is excavated wider than the allowable width without authorization, the Contract Administrator may require the use of a stronger pipe or a higher bedding class or both.

If the trench depth is excavated beyond the limits of the required excavation without the Contract Administrator's authorization, granular material shall be placed and compacted in the trench to reinstate the required trench limits prior to backfilling the trench as specified in the Contract Documents. Alternatively, another structurally accepted design shall be provided by adjusting the limits of the excavation prior to backfilling.

Rock excavation for trenches shall be according to OPSS 403.

401.07.10 Backfilling and Compacting

401.07.10.01 General

Allowable deflection in diameter of flexible pipe during cover and backfill operations shall be as per manufacturer's recommendations.

Compacting of embedment, bedding, cover, and backfill materials during pipe installation shall be according to OPSS 501.

Prior to allowing the movement of any construction equipment or vehicular traffic over the buried infrastructure, the depth of backfill shall be sufficient enough to protect the buried infrastructure from damage.

401.07.10.02 Embedment

Placement of embedment material shall be as described in the Bedding and Cover clauses.

401.07.10.03 Bedding

Pipe bedding shall be of the class as specified in the Contract Documents.

The surface upon which the pipe is to be laid shall be true to grade and alignment.

The pipe bedding shall be shaped to the dimensions specified in the Contract Documents. When bell and spigot pipe is to be laid, recesses shall be shaped to receive the bells.

Bedding material placed in the haunches shall be compacted prior to continued placement of cover material.

Bedding material shall be placed in uniform layers not exceeding 200 mm in thickness, loose measurement, and each layer shall be compacted according to OPSS 501 before a subsequent layer is placed.

Bedding material shall be placed on each side of the pipe and shall be completed simultaneously. At no time shall the levels on each side differ by more than the 200 mm uncompacted layer.

401.07.10.04 Cover

Cover material shall be placed so that damage to or movement of the pipe is avoided.

Cover material shall be placed in uniform layers not exceeding 200 mm in thickness, loose measurement, and each layer shall be compacted according to OPSS 501 before a subsequent layer is placed.

Cover material shall be placed on each side of the pipe and shall be completed simultaneously. At no time shall the levels on each side differ by more than the 200 mm uncompacted layer.

401.07.10.05 Backfill

Backfill material shall be placed in uniform layers not exceeding 300 mm in thickness, loose measurement, for the full width of the trench and each layer shall be compacted according to OPSS 501 before a subsequent layer is placed.

Power operated tractors or rolling equipment shall not be used for compacting until backfill material has been placed to a minimum depth of 900 mm above the crown of the pipe. Uniform layers of backfill material exceeding 300 mm in thickness may be placed with the approval of the Contract Administrator.

401.07.11 Extra Trenching, Backfilling, and Compacting

Extra trenching, backfilling, and compacting shall be as described in the Trenching and Backfilling and Compacting subsections.

Unsuitable material shall be excavated and the resulting excavation shall be backfilled and compacted to obtain a suitable foundation.

401.07.12 Site Restoration

Site restoration shall be according to OPSS 492.

401.07.13 Management of Excess Material

Management of excess material shall be as specified in the Contract Documents.

401.09 MEASUREMENT FOR PAYMENT

401.09.01 Actual Measurement

401.09.01.01 Extra Trenching, Backfilling, and Compacting

Extra trenching, backfilling, and compacting shall be based on the volume of the extra excavation measured in cubic metres prior to installation of the pipe.

The volume of the excavation that is in addition to the limits specified in the Contract Documents shall be determined.

401.10 BASIS OF PAYMENT

401.10.01 Trenching, Backfilling, and Compacting

Payment at the Contract price for the appropriate tender items for the installation of pipe, end sections, and associated appurtenances, shall be full compensation for all labour, Equipment, and Material to do the work.

When the Contract contains separate items for work required by this specification, payment shall be at the Contract prices and according to the specifications for such work.

Any expenses for remedial work resulting from unauthorized over-excavation of the trench width and depth shall be at no additional cost to the Owner.

When native material is deemed unsuitable for backfill for reasons other than those attributed to the Contractor's mode of operation, any extra work done to provide acceptable backfill beyond the work herein specified shall be paid for as Extra Work.

401.10.02 Extra Trenching, Backfilling, and Compacting - Item

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment, and Material to do the work.

401.10.03 Rock Excavation for Trenches

Payment for rock excavation for trenches shall be according to OPSS 403.

Appendix 401-A, November 2021

FOR USE WHILE DESIGNING MUNICIPAL CONTRACTS

Note: This is a non-mandatory Commentary Appendix intended to provide information to a designer, during the design stage of a contract, on the use of the OPS specification in a municipal contract. This appendix does not form part of the standard specification. Actions and considerations discussed in this appendix are for information purposes only and do not supersede an Owner's design decisions and methodology.

Designer Action/Considerations

The designer may consider including soil boring data, a geotechnical report, a subsurface report, or a soils report in the tender documents.

The designer may consider specifying requirements for a pre-condition survey in the Contract Documents.

The designer should specify the following in the Contract Documents:

- Extra excavation. (401.03)
- Type of embedment material. (401.05.01)
- Type of bedding material. (401.05.01)
- Type of cover material. Unshrinkable fill or native material may be a consideration in the cover (401.05.02)
- Type of backfill material. (401.05.04.01)
- Trench line, grade, and dimensions. (401.07.09)
- Pipe bedding class and dimensions. (401.07.10.03)
- Volume of the excavation that is in addition to the limits. (401.09.01.01)

For utilities, the designer should reference their respective trenching, backfilling, and compaction details.

The designer should ensure that the General Conditions of Contract and the 100 Series General Specifications are included in the Contract Documents.

Related Ontario Provincial Standard Drawings

OPSD 802.010	Flexible Pipe Embedment and Backfill, Earth Excavation
OPSD 802.013	Flexible Pipe Embedment and Backfill, Rock Excavation
OPSD 802.014	Flexible Pipe Embedment in Embankment, Original Ground: Earth or Rock
OPSD 802.020	Flexible Pipe Arch Embedment and Backfill, Earth Excavation
OPSD 802.023	Flexible Pipe Arch Embedment and Backfill, Rock Excavation
OPSD 802.024	Flexible Pipe Arch Embedment in Embankment, Original Ground: Earth or Rock
OPSD 802.030	Rigid Pipe Bedding, Cover and Backfill, Type 1 or 2 Soil - Earth Excavation
OPSD 802.031	Rigid Pipe Bedding, Cover and Backfill, Type 3 Soil - Earth Excavation
OPSD 802.032	Rigid Pipe Bedding, Cover and Backfill, Type 4 Soil - Earth Excavation
OPSD 802.033	Rigid Pipe Bedding, Cover and Backfill, Rock Excavation
OPSD 802.034	Rigid Pipe Bedding and Cover in Embankment, Original Ground: Earth or Rock
OPSD 802.050	Horizontal Elliptical Rigid Pipe Bedding, Cover and Backfill, Type 1 or 2 Soil - Earth Excavation
OPSD 802.051	Horizontal Elliptical Rigid Pipe Bedding, Cover and Backfill, Type 3 Soil - Earth Excavation
OPSD 802.052	Horizontal Elliptical Rigid Pipe Bedding, Cover and Backfill, Type 4 Soil - Earth Excavation
OPSD 802.053	Horizontal Elliptical Rigid Pipe Bedding, Cover and Backfill, Rock Excavation

OPSD 802.054	Horizontal Elliptical Rigid Pipe Bedding and Cover in Embankment, Original Ground: Earth or Rock
OPSD 803.010	Backfill and Cover for Concrete Culverts
OPSD 803.030	Frost Treatment - Pipe Culverts, Frost Penetration Line Below Bedding Grade
OPSD 803.031	Frost Treatment - Pipe Culverts, Frost Penetration Line Between Top of Pipe and Bedding Grade



CONSTRUCTION SPECIFICATION FOR PIPE SEWER INSTALLATION IN OPEN CUT

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410.07	CONSTRUCTION
410.08	QUALITY ASSURANCE - Not Used
410.09	MEASUREMENT FOR PAYMENT
410.10	BASIS OF PAYMENT

APPENDICES

410-A	Commentary
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410.01 SCOPE

This specification covers the requirements for the installation of storm and sanitary pipe sewers, laterals, service connections, and concrete appurtenances in open cut.

410.01.01 Specification Significance and Use

This specification is written as a municipal-oriented specification. Municipal-oriented specifications are developed to reflect the administration, testing, and payment policies, procedures, and practices of many municipalities in Ontario.

Use of this specification or any other specification shall be according to the Contract Documents.

410.01.02 Appendices Significance and Use

Appendices are not for use in provincial contracts as they are developed for municipal use, and then, only when invoked by the Owner.

Appendices are developed for the Owner's use only.

Inclusion of an appendix as part of the Contract Documents is solely at the discretion of the Owner. Appendices are not a mandatory part of this specification and only become part of the Contract Documents as the Owner invokes them.

The decision to use any appendix is determined by an Owner after considering their contract requirements and their administrative, payment, and testing procedures, policies, and practices. Depending on these considerations, an Owner may not wish to invoke some or any of the available appendices.

410.02 REFERENCES

When the Contract Documents indicate that municipal-oriented specifications are to be used and there is a municipal-oriented specification of the same number as those listed below, references within this specification to an OPSS shall be deemed to mean OPSS.MUNI, unless use of a provincial-oriented specification is specified in the Contract Documents. When there is not a corresponding municipal-oriented specification, the references below shall be considered to be the OPSS listed, unless use of a provincial-oriented specification is specified in the Contract Documents.

This specification refers to the following standards, specifications, or publications:

Ontario Provincial Standard Specifications, Construction

OPSS 206	Grading
OPSS 401	Trenching, Backfilling, and Compacting
OPSS 404	Support Systems
OPSS 407	Maintenance Hole, Catch Basin, Ditch Inlet, and Valve Chamber Installation
OPSS 409	Closed-Circuit Television Inspection of Pipelines
OPSS 490	Site Preparation for Pipelines, Utilities, and Associated Structures
OPSS 491	Preservation, Protection, and Reconstruction of Existing Facilities
OPSS 492	Site Restoration Following Installation of Pipelines, Utilities, and Associated Structures
OPSS 510	Removal
OPSS 517	Dewatering of Pipeline, Utility, and Associated Structure Excavation
OPSS 539	Temporary Protection Systems
OPSS 904	Concrete Structures
OPSS 905	Steel Reinforcement for Concrete

Ontario Provincial Standard Specifications, Material

OPSS 1004	Aggregates - Miscellaneous
OPSS 1205	Clay Seal
OPSS 1301	Cementing Materials
OPSS 1302	Water
OPSS 1350	Concrete - Materials and Production
OPSS 1440	Steel Reinforcement for Concrete
OPSS 1801	Corrugated Steel Pipe Products
OPSS 1820	Circular Concrete Pipe
OPSS 1840	Non-Pressure Polyethylene Plastic Pipe Products
OPSS 1841	Non-Pressure Polyvinyl Chloride (PVC) Pipe Products

OPSS 1843 Non-Pressure Polypropylene (PP) Plastic Pipe Products
OPSS 1860 Geotextiles

CSA Standards

B182.1-11 Plastic Drain and Sewer Pipe and Pipe Fittings
[Part of B1800-11, Plastic Non-Pressure Pipe Compendium]

ASTM International

C 507-12 Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe

410.03 DEFINITIONS

For the purpose of this specification, the following definitions apply:

Backfilling means the operation of filling the trench with bedding, cover, and backfill material or embedment and backfill material.

Concrete Appurtenances means concrete head walls, cut-off walls, stiffeners, aprons, collars, and any other concrete fixtures associated with the pipe sewer, excluding concrete bedding or concrete structures specified in the Contract Documents.

Dimension Ratio means the average specified outside diameter of a pipe divided by the minimum specified wall thickness.

Drainage Structure means a maintenance hole, catch basin, or ditch inlet.

Excavation, Earth and Rock means the excavation classified as earth and rock according to OPSS 206.

Flexible Pipe means pipe that can deflect 2% or more without cracking, such as polyvinyl chloride or polyethylene or steel pipe.

Pipe Class means a pipe's physical material specification, such as load and pressure ratings, wall thickness, protective coatings, corrugation profiles, ring stiffness constants, and reinforcement.

Pipe Run means a section of a pipe sewer between two drainage structures or between a drainage structure and an outlet.

Pipe Sewer means an installation designed for the conveyance of sanitary sewage or storm water using preformed or precast pipe sections, circular or non-circular in cross-section, laid end to end using suitable jointing material and connected by maintenance holes for sanitary pipe sewers and by maintenance holes, catch basins, ditch inlets, or concrete appurtenances for storm pipe sewers.

Pipe Type means a pipe's inner wall design, which can be smooth or corrugated.

Polypropylene Plastic means a material made with virgin polymers in which propylene is essentially the sole monomer.

Service Connection means the pipe used to convey sanitary sewage or storm water from the property line to the main sanitary or storm pipe sewer respectively.

410.05 MATERIALS

410.05.01 Pipe Materials

410.05.01.01 General

Pipe sewer size, type, and class shall be as specified in the Contract Documents.

Pipe sewer size and class shall be consistent throughout a pipe run as specified in the Contract Documents. Pipe type shall be consistent throughout a pipe sewer as specified in the Contract Documents.

Fittings shall be suitable for and compatible with the pipe type and class for which they will be used.

410.05.01.02 Concrete Pipe

Circular concrete pipe and joints shall be according to OPSS 1820.

Elliptical concrete pipe and joints shall be according to ASTM C 507.

410.05.01.03 Corrugated Steel Pipe Products

Corrugated steel pipe products shall be according to OPSS 1801.

410.05.01.04 Polyethylene Pipe Products

Polyethylene pipe products shall be according to OPSS 1840.

410.05.01.05 Polyvinyl Chloride Pipe Products

Polyvinyl chloride pipe products shall be according to OPSS 1841.

Polyvinyl chloride service connection pipe shall be according to CSA B182.1 and shall have bell and spigot joints with elastomeric gaskets.

410.05.01.06 Polypropylene Plastic Pipe Products

Polypropylene plastic pipe products shall be according to OPSS 1843.

410.05.02 Mortar

Mortar for joints shall be composed of one part general use Portland cement and two parts mortar sand, wetted with only sufficient water to make the mixture plastic. The mortar sand shall be according to OPSS 1004, the general use Portland cement shall be according to OPSS 1301, and the water shall be according to OPSS 1302.

410.05.03 Clay Seal

Clay seal material shall be according to OPSS 1205.

410.05.04 Concrete

Concrete for concrete appurtenances shall be according to OPSS 1350 with a nominal minimum 28-Day compressive strength of 30 MPa.

410.05.05 Steel Reinforcement

Steel reinforcement shall be of the size and grade specified in the Contract Documents and shall be according to OPSS 1440.

410.05.06 Geotextile

Geotextile shall be according to OPSS 1860.

410.07 CONSTRUCTION

410.07.01 Site Preparation

Site preparation shall be according to OPSS 490.

410.07.02 Removals

Removals shall be according to OPSS 510.

410.07.03 Preservation and Protection of Existing Facilities

Preservation and protection of existing facilities shall be according to OPSS 491.

410.07.04 Protection Against Floatation

Damage to the pipeline due to floatation shall be prevented during construction and until completion of the work.

410.07.05 Cold Weather Work

All work shall be protected from freezing. Pipes and bedding material shall not be placed on frozen ground.

410.07.06 Transporting, Unloading, Storing, and Handling Pipe

Manufacturer's recommendations for transporting, unloading, storing, and handling of pipe shall be followed.

All pipes, fittings, and gaskets that are unsound or damaged shall be rejected.

410.07.07 Excavation

Excavation for the placement of pipe sewers shall be according to OPSS 401.

410.07.08 Support Systems

Support systems shall be according to OPSS 404.

410.07.09 Dewatering

Dewatering shall be according to OPSS 517.

410.07.10 Protection Systems

The construction of all protection systems shall be according to OPSS 539. When the stability, safety, or function of an existing roadway, railway, other works, or proposed works may be impaired due to the method of operation, such protection as may be required shall be provided. Protection may include sheathing, shoring, and the driving of piles, when necessary, to prevent damage to such works or proposed works.

410.07.11 Backfilling and Compacting

Backfilling and compacting shall be according to OPSS 401.

410.07.12 Pipe Installation

410.07.12.01 General

If a universal dimple coupler or any other coupler does not follow the contour of the flexible pipe sections to be joined, polyethylene gaskets shall then be installed at all joints when such couplers are used. Polyethylene gaskets shall be installed symmetrically about the pipe joint, between the coupler and the pipe, and shall be of sufficient length to equal the circumference of the pipe plus a minimum overlap of 300 mm.

Pipe shall be laid within the alignment and grade tolerances specified in the Contract Documents. When bell and spigot pipe is laid, the bell end of the pipe shall be laid upgrade.

Pipe shall be kept clean and dry as work progresses. The trench shall be kept dry. A removable watertight bulkhead shall be installed at the open end of the last pipe laid whenever work is suspended.

Pipe shall not be laid until the preceding pipe joint has been completed and the pipe is carefully embedded and secured in place.

When the Owner raises or lowers the invert of a pipe sewer by 150 mm or less, it shall not constitute a Change in the Work and no adjustment shall be made to the payment. When the invert of a pipe sewer is raised or lowered by more than 150 mm, it shall constitute a Change in the Work for the full extent of the change from the original grade.

When installing gaskets, all pipe ends shall be thoroughly cleaned. For gaskets requiring field lubrication, a lubricant recommended by the pipe manufacturer shall be used.

When gaskets have been affixed, the pipe shall be handled in a way so that the gasket is not damaged, displaced, or contaminated with foreign matter. Any gasket displaced or contaminated shall be removed, cleaned, and lubricated, if required, and reinstalled before closure of the joint is attempted. When specified in the Contract Documents, nitrile gaskets shall be used.

The pipe shall be properly positioned by means of an appropriate mechanism. Sufficient pressure shall be applied in making the joint to ensure that the joint is in position. Sufficient restraint shall be applied to the line to ensure that joints are held in this position.

Once the pipe has been jointed, a test shall be made with a feeler gauge at intervals around the joint to ensure that the gasket has not been displaced from the spigot groove. If the gasket is found out of position, the joint shall be opened and the gasket placed in its proper position. If necessary, a new gasket shall be installed.

410.07.12.02 Circular Concrete Pipe

All circular concrete pipe joints shall have elastomeric gaskets.

410.07.12.03 Non-Circular Concrete Pipe

Elliptical concrete pipes and joints shall be used for storm pipe sewers only.

All non-circular concrete pipe joints shall be according to the procedures recommended by the manufacturer.

410.07.12.04 Corrugated Steel Pipe Products

Corrugated steel pipe products shall be used for storm pipe sewers only.

Helical corrugated steel pipe without rerolled ends shall be installed so that the helix angle is constant for the total length of the installation. Each pipe section shall be installed next to the previous section so that the lockseam forms a continuous helix. For rerolled ends, the correct fit of the coupling system does not depend on the location of the helical lockseam and corrugation.

Corrugated steel pipe sections shall be joined by means of steel couplers. The couplers shall be installed to lap approximately equal portions of the pipes being connected so that the corrugations or projections of the coupler properly engage the pipe corrugations. As the coupler is being tightened, it shall be tapped with a mallet to take up the slack.

When joint seals are specified in the Contract Documents, they shall be installed immediately prior to the installation of steel couplers.

410.07.12.05 Polyethylene Pipe

Polyethylene pipe shall be jointed by one of the following methods, as recommended by the manufacturer:

- a) Bell and Spigot
- b) Welded Joint
- c) Thermal Fusion Joint
- d) Screw-on Coupler
- e) Split Coupler
- f) Threaded Joint

410.07.12.06 Polyvinyl Chloride Pipe

Polyvinyl chloride pipe shall be jointed, as recommended by the manufacturer, using a bell and spigot joint with an elastomeric gasket.

At the end of a day's work, the last pipe shall be blocked as may be required to prevent movement.

410.07.12.07 Polypropylene Pipe

Polypropylene pipe shall be jointed by means of a bell and spigot joint with elastomeric gasket or a coupler joint as recommended by the manufacturer to satisfy the pipe joint specification.

410.07.13 Service Connections

Service connections to the main pipe sewer shall be made using factory made tees or wyes, strap-on-saddles, or other approved saddles. Factory made tees or wyes shall be used for all service connections when the diameter of the main pipe sewer is:

- a) less than 450 mm; or
- b) less than twice the diameter of the service connection.

Strap-on-saddles shall be installed before laying the pipe.

Holes in the main pipe sewer shall be cut with approved cutters and shall be the minimum diameter required to accept the service connection saddle. If mortar-on saddles are used, the inside of the pipe shall be mortared at the connection.

Service connections shall be plugged at the property line with watertight caps or plugs. Plugs or caps shall be braced sufficiently to withstand test pressures.

When existing service connections shall be connected to new pipe sewers or service connections, proper jointing procedures shall be used.

410.07.14 Marking and Recording Service Connections

A painted temporary location marker consisting of a 50 x 75 mm stake or two short sections of lumber connected by a piece of heavy gauge wire shall be placed at the end of the plugged or capped service connection. The marker shall be placed from 300 mm below the finished grade to a point 300 mm above the plugged end of the service pipe.

A painted surface stake, 50 x 75 x 450 mm long, shall be placed after trench restoration.

Service connections shall not be backfilled until they have been inspected and measurements of location have been taken by the Contract Administrator.

410.07.15 Breaking into Maintenance Holes, Catch Basins, Ditch Inlets, Pipe Culverts, and Pipe Sewers

Openings shall be made as necessary in an existing maintenance hole, catch basin, ditch inlet, pipe culvert, or pipe sewer to install the new pipe sewer and connect it to the structure according to OPSS 407. Benching in existing maintenance holes shall be altered to accommodate the flow in the new pipe sewer system.

When specified in the Contract Documents, the opening for the connection of a subdrain outlet shall be formed by coring. The subdrain outlet pipe shall be sealed into place using non-shrink grout. When specified in the Contract Documents, a 50 mm diameter weep hole shall be cored into the same wall as the subdrain connection and at the same invert elevation.

410.07.16 Field Testing

410.07.16.01 General

Field tests described in this subsection shall be conducted when specified in the Contract Documents and applied to sanitary and storm pipe sewers. All tests shall be carried out in the presence of and accepted by the Contract Administrator.

When specified in the Contract Documents, leakage tests shall be carried out on completed pipe sewers 1,200 mm in diameter and smaller. There shall be no visible leakage for pipe sewers larger than 1,200 mm diameter.

Testing shall be carried out from maintenance hole to maintenance hole, including house service connections as work progresses.

The construction of new mainline pipe sewers shall not proceed when three previously placed sections of the pipe sewer have not been tested or have been tested and are unsatisfactory.

Leakage up to 25% in excess of the calculated limits shall be approved in any test section provided that the excess is offset by lower leakage measurements in adjacent sections so that the total leakage is within the allowable limits for the combined sections.

Pipe sewers shall be repaired and retested, as required, until the test results are within the limits specified in this specification. Visible leaks shall be repaired regardless of the test results.

No part of the work shall be accepted until the pipe sewers are satisfactorily tested following completion of installation of service connections and backfilling.

410.07.16.02 Prequalification Leakage Tests

Prequalification leakage tests shall be carried out as either infiltration or exfiltration tests, as required.

The test shall be performed on the first section of the pipe sewer of each size, not less than 100 m in length, installed by each crew in order to prequalify the crew and the material. Tests may be carried out prior to service connections being installed in the section being tested.

When tests are unsatisfactory, the test section shall be repaired and retested until satisfactory results are obtained.

410.07.16.03 Infiltration Test

Dewatering operations shall be discontinued at least three days prior to conducting the test and allow for the groundwater level to stabilize. Infiltration tests shall be conducted when the groundwater level at the time of testing is 600 mm or more above the crown of the pipe for the entire length of the test section. The test section is normally between adjacent maintenance holes.

A watertight bulkhead shall be constructed at the upstream end of the test section. All service laterals, stubs, and fittings shall be plugged or capped to prevent water entering at these locations. A V-notch weir or other suitable measuring device shall be installed at the downstream end of the test section. Infiltrating water shall be allowed to build up behind the weir until the flow through the V-notch has stabilized. The rate of flow shall then be measured. The rate of flow shall not exceed the maximum allowable infiltration calculated for the test section. Allowable infiltration shall be calculated as 0.075 litres/millimetre diameter/100 metres of pipe sewer/hour.

410.07.16.04 Exfiltration Test

410.07.16.04.01 General

Exfiltration tests shall be conducted when the groundwater level is lower than 600 mm above the crown of the pipe or the highest point of the highest service connection included in the test section.

The test section is normally between adjacent maintenance holes. The test section of the pipe sewer shall be isolated by temporarily plugging the downstream end and all incoming pipes of the upstream maintenance hole. All service laterals, stubs, and fittings are plugged or capped to prevent water entering at these locations.

410.07.16.04.02 Testing With Water

The test section shall be slowly filled with water ensuring that all air is removed from the line. A period of 24 hours for absorption or expansion shall be allowed prior to starting the test, except if exfiltration requirements are met by a test carried out during the absorption period.

Water shall be added to the pipeline prior to testing until there is a head in the upstream maintenance hole of 600 mm minimum over the crown of the pipe or at least 600 mm above the existing groundwater level, whichever is greater. The maximum limit of the net internal head on the line is 8 m. In calculating the net internal head, allowance for groundwater head, if any, shall be made.

The distance from the maintenance hole frame to the surface of the water shall be measured. After allowing the water to stand for one hour, the distance from the frame to the surface of the water shall again be measured. The leakage shall be calculated using volumes.

The leakage at the end of the test period shall not exceed the maximum allowable calculated for the test section. Allowable leakage shall be calculated as 0.075 litres/millimetre diameter/100 metres of pipe sewer/hour.

An allowance of 3.0 litres per hour per metre of head above the invert for each maintenance hole included in the test section shall be made.

Maintenance holes shall be tested separately, if the test section fails.

410.07.16.04.03 Low Pressure Air Testing

The Contract Administrator may allow or require testing by use of air when water is not readily available or the differential head in the test section is greater than 8 m or freezing temperatures exist.

Air control equipment that includes a shut off valve, safety valve, pressure regulating valve, pressure reduction valve and monitoring pressure gauge with pressure range from 0 to 35 kPa with minimum divisions of 0.5 kPa and accuracy of approximately 0.25 kPa shall be provided.

Tests shall be conducted between two consecutive maintenance holes. The test section shall be plugged at each end. One plug shall be equipped with an air inlet connection to fill the pipe sewer system with air.

The test section shall be filled slowly until a constant pressure of 24 kPa is maintained. If the groundwater is above the pipe sewer being tested, the air pressure shall be increased by 3.0 kPa for each 300 mm that the groundwater level is above the invert of the pipe.

The air pressure shall be stabilized for five minutes and then regulated to maintain it to 20.5 kPa plus the allowance for groundwater, if any. After the stabilization period, the time taken for a pressure loss of 3.5 kPa shall be recorded.

The time taken for a pressure drop of 3.5 kPa shall not be less than the times shown in Table 1.

If the length of the test section is greater than the length for minimum time, the new testing time shall be a product of the length of test section multiplied by the time shown in Table 1 for the appropriate size pipe.

If the results of an air test are marginal, the Contract Administrator may require the section to be retested using water.

410.07.16.05 Deflection Testing of Pipe Sewers

Ring deflection testing shall be performed on all pipe sewers constructed using flexible pipe. The allowable deflected pipe diameter is calculated as:

Pipes 100 to 750 mm:	7.5% of the Base Inside Diameter of the Pipe
Pipes Greater Than 750 mm:	5.0% of the Base Inside Diameter of the Pipe

Where:

Base Inside Diameter is defined in the CSA or ASTM standard to which the pipe is manufactured.

A suitably designed device as defined below shall be pulled through the pipe sewer to demonstrate that the pipe deflection does not exceed the allowable deflected pipe diameter. The device shall be pulled manually through the pipe not sooner than 30 Days after the completion of backfilling and installation of service connections.

The suitably designed device shall be a mandrel, cylindrical in shape, and constructed with an odd number of evenly spaced arms or prongs, minimum 9 in number. The minimum diameter of the circle scribed around the outside of the mandrel arms shall be equal to the allowable deflected pipe diameter ± 1 mm. The contact length of the mandrel shall be measured between the points of contact on the mandrel arm or between sets of prongs. This length shall not be less than that shown in Table 2.

The mandrel shall be checked with a go-no-go proving ring. The proving ring shall have a diameter equal to the allowable deflected pipe diameter ± 0.1 mm. An acceptable mandrel shall not pass through the proving ring. The proving ring shall be fabricated from steel a minimum of 6 mm thick.

Any section of pipe that does not allow the mandrel to pass shall be considered to have failed the deflection test.

All sections of pipe that fail the deflection test shall be repaired and retested.

410.07.16.06 Closed-Circuit Television (CCTV) Inspection

Pipe sewers shall be inspected using CCTV equipment. CCTV inspection of pipe sewers shall be according to OPSS 409.

410.07.17 Cleaning and Flushing of Pipe Sewers

When specified in the Contract Documents, all pipe sewers shall be cleaned and flushed immediately prior to inspection and acceptance.

410.07.18 Clay Seals

Clay seals shall be placed as specified in the Contract Documents and compacted to 95% of the maximum dry density.

410.07.19 Concrete Appurtenances

Concrete appurtenances shall be constructed as specified in the Contract Documents. Concrete in concrete appurtenances shall be placed according to OPSS 904. Steel reinforcement shall be placed according to OPSS 905. Steel grating shall be installed when specified in the Contract Documents.

410.07.20 Site Restoration

Site restoration shall be according to OPSS 492.

410.07.21 Management of Excess Material

Management of excess material shall be as specified in the Contract Documents.

410.09 MEASUREMENT FOR PAYMENT

410.09.01 Actual Measurement

410.09.01.01 Pipe Sewers

Measurement of pipe sewers shall be by length in metres along the horizontal centreline length of the pipe from the centre of one drainage structure to the centre of another drainage structure or outlet end of the pipe sewer. When the grade of the pipe sewer is 10% or greater, the above measurement is then of the slope length.

410.09.01.02 Service Connections

Measurement of the service connections shall be by length in metres along its horizontal centreline from the centreline of the main pipe sewer to the end of the service connection.

410.09.01.03 Breaking into Maintenance Holes, Catch Basins, Ditch Inlets, Pipe Culverts, and Pipe Sewers

For measurement purposes, a count shall be made of the number of openings made in maintenance holes, catch basins, ditch inlets, pipe culverts and pipe sewers.

410.09.01.04 Concrete Appurtenances

Measurement for concrete appurtenances shall be by volume in cubic metres for the volume of concrete placed. Alternatively, concrete appurtenances may be a lump sum item.

410.09.01.05 Clay Seal

Measurement for clay seal shall be by volume in cubic metres for the volume of clay placed. Alternatively, clay seal may be a lump sum item.

410.09.02 Plan Quantity Measurement

When measurement is by Plan Quantity, such measurement shall be based on the units shown in the clauses under Actual Measurement.

410.10**BASIS OF PAYMENT****410.10.01*****"size, type, class"* Pipe Sewers - Item****Service Connections - Item****Breaking into Maintenance Holes, Catch Basins, Ditch Inlets, Culverts and Sewers - Item****Concrete Appurtenances - Item****Clay Seal - Item**

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

410.10.02**Closed-Circuit Television (CCTV) Inspection**

When a CCTV inspection of pipe sewers is specified in the Contract Documents, payment for CCTV inspection shall be according to OPSS 409.

TABLE 1
Exfiltration Test - Low Pressure Air Testing

NominalPipe Size mm	MinimumTime min:sec	Length for Minimum Time m	Time For Longer Length sec
100	1:53	182	0.623
150	2:50	121	1.140
200	3:47	91	2.493
250	4:43	73	3.893
300	5:40	61	5.606
375	7:05	48	8.761
450	8:30	41	12.615
525	9:55	35	17.171
600	11:20	30	22.425
675	12:45	27	28.382
750	14:10	24	35.040
825	15:35	22	42.397
900	17:00	20	50.450

TABLE 2
Deflection Testing of Pipe Sewers

Nominal Pipe Size mm	Mandrel Contact Length mm
150	100
200	150
250	200
300	250
350	300
375	300
400	300
450	350
500	400
525	450
600	500
675	575
750	675
900	750
1050	900
1200	1050

Appendix 410-A, November 2018
FOR USE WHILE DESIGNING MUNICIPAL CONTRACTS

Note: This is a non-mandatory Commentary Appendix intended to provide information to a designer, during the design stage of a contract, on the use of the OPS specification in a municipal contract. This appendix does not form part of the standard specification. Actions and considerations discussed in this appendix are for information purposes only and do not supersede an Owner's design decisions and methodology.

Designer Action/Considerations

The designer should specify the following in the Contract Documents:

- Pipe sewer size, type, and class. (410.05.01.01)
- Pipe size. (410.05.01.01)
- Size and grade of steel reinforcement. (410.05.05)
- Alignment and grade tolerances for the pipe installation. (410.07.12.01)
- Placement of clay seals. (410.07.18)
- Requirements to construct concrete appurtenances. (410.07.19)
- Depth of backfill over the pipe sewer. (410.07.20)

The designer should determine if the following are required and, if so, add the requirement in the Contract Documents:

- Use of nitrile gaskets. (410.07.12.01)
- Use of joint seals with corrugated steel pipe products. (410.07.12.04)
- Coring for the installation of subdrain. (410.07.15)
- Coring of a 50 mm diameter weep hole. (410.07.15)
- Field tests. (410.07.16.01)
- Cleaning and flushing prior to inspection and acceptance. (410.07.17)
- Use of steel grating. (410.07.19)
- Payment of concrete appurtenances by volume or lump sum. (410.09.01.04)

The tender item description for pipe sewer should include reference to one or more of the attributes shown, i.e., *size, type, class*. (410.10.01)

The designer should ensure that the General Conditions of Contract and the 100 Series General Specifications are included in the Contract Documents.

Appendix 410-A

Related Ontario Provincial Standard Drawings

OPSD 708.010	Catch Basin Connection for Rigid Main Pipe Sewer
OPSD 708.020	Support for Pipe at Catch Basin or Maintenance Hole
OPSD 708.030	Catch Basin Connection for Flexible Main Pipe Sewer
OPSD 802.010	Flexible Pipe Embedment and Backfill Earth Excavation
OPSD 802.013	Flexible Pipe Embedment and Backfill Rock Excavation
OPSD 802.014	Flexible Pipe Embedment in Embankment Original Ground: Earth or Rock
OPSD 802.020	Flexible Pipe Arch Embedment and Backfill Earth Excavation
OPSD 802.023	Flexible Pipe Arch Embedment and Backfill Rock Excavation
OPSD 802.024	Flexible Pipe Arch Embedment in Embankment Original Ground: Earth or Rock
OPSD 802.030	Rigid Pipe Bedding, Cover, and Backfill, Type 1 or 2 Soil - Earth Excavation
OPSD 802.031	Rigid Pipe Bedding, Cover, and Backfill, Type 3 Soil - Earth Excavation
OPSD 802.032	Rigid Pipe Bedding, Cover, and Backfill, Type 4 Soil - Earth Excavation
OPSD 802.033	Rigid Pipe Bedding, Cover, and Backfill, Rock Excavation
OPSD 802.034	Rigid Pipe Bedding and Cover in Embankment, Original Ground: Earth or Rock
OPSD 802.050	Horizontal Elliptical Rigid Pipe Bedding, Cover, and Backfill, Type 1 or 2 Soil - Earth Excavation
OPSD 802.051	Horizontal Elliptical Rigid Pipe Bedding, Cover, and Backfill, Type 3 Soil - Earth Excavation
OPSD 802.052	Horizontal Elliptical Rigid Pipe Bedding, Cover, and Backfill, Type 4 Soil - Earth Excavation
OPSD 802.053	Horizontal Elliptical Rigid Pipe Bedding, Cover, and Backfill, Rock Excavation
OPSD 802.054	Horizontal Elliptical Rigid Pipe Bedding and Cover in Embankment, Original Ground: Earth or Rock
OPSD 802.095	Clay Seal for Pipe Trenches
OPSD 804.030	Concrete Headwall for Pipe Less Than 900 mm Diameter
OPSD 804.040	Concrete Headwall for Sewer or Culvert Pipe
OPSD 804.050	Grating for Concrete Endwall
OPSD 805.010	Height of Fill Table, Round Corrugated Steel Pipe and Structural Plate Corrugated Steel Pipe
OPSD 805.020	Height of Fill Table, Corrugated Steel Pipe Arch and Structural Plate Corrugated Steel Pipe Arch
OPSD 805.030	Height of Fill Table, Spiral Rib Round Pipe
OPSD 805.040	Height of Fill Table, Spiral Rib Pipe Arch
OPSD 806.020	Height of Fill Table, Dual Wall Corrugated Polyethylene Gravity Sewer Pipe, 210 and 320 kPa
OPSD 806.021	Height of Fill Table, Closed Profile Wall Polyethylene Pipe, RSC 160 and 250
OPSD 806.022	Height of Fill Table, Dual Wall Corrugated Polyethylene Gravity Sewer Pipe, RSC 100 and RSC 160
OPSD 806.030	Height of Fill Table, Dual and Triple Wall Corrugated Polypropylene Gravity Sewer Pipe, 320 kPa
OPSD 806.040	Height of Fill Table, Polyvinyl Chloride Gravity Sewer Pipe, 210, 320, and 625 kPa
OPSD 806.060	Height of Fill Table, Polyvinyl Chloride Pressure Pipe for Different Dimension Ratios
OPSD 807.010	Height of Fill Table, Reinforced Concrete Pipe - Confined Trench Class 50-D, 65-D, 100-D, and 140-D
OPSD 807.030	Height of Fill Table, Reinforced Concrete Pipe - Embankment Class 50-D, 65-D, 100-D, and 140-D
OPSD 807.040	Height of Fill Table - Nonreinforced Concrete Pipe Class 3
OPSD 807.050	Height of Fill Table, Horizontal Elliptical Concrete Pipe Class HE-A, HE-I, HE-II, HE-III, and HE-IV
OPSD 1006.010	Sewer Service Connections for Rigid Main Pipe Sewer
OPSD 1006.020	Sewer Service Connections for Flexible Main Pipe Sewer



MATERIAL SPECIFICATION FOR PRESSURE POLYETHYLENE PIPE PRODUCTS

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1842-A	Commentary
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1842.01 SCOPE

This specification covers the requirements for pressure polyethylene pipe products to be used for sewage forcemains, watermains, and associated service connections.

1842.01.01 Specification Significance and Use

This specification has been developed for use in municipal-oriented Contracts. The administration, testing, and payment policies, procedures, and practices reflected in this specification correspond to those used by many municipalities in Ontario.

Use of this specification or any other specification shall be according to the Contract Documents.

1842.01.02 Appendices Significance and Use

Appendices are not for use in provincial contracts as they are developed for municipal use, and then, only when invoked by the Owner.

Appendices are developed for the Owner's use only.

Inclusion of an appendix as part of the Contract Documents is solely at the discretion of the Owner. Appendices are not a mandatory part of this specification and only become part of the Contract Documents as the Owner invokes them.

Invoking a particular appendix does not obligate an Owner to use all available appendices. Only invoked appendices form part of the Contract Documents.

The decision to use any appendix is determined by an Owner after considering their contract requirements and their administrative, payment, and testing procedures, policies, and practices. Depending on these considerations, an Owner may not wish to invoke some or any of the available appendices.

1842.02 REFERENCES

When the Contract Documents indicate that municipal-oriented specifications are to be used and there is a municipal-oriented specification of the same number as those listed below, references within this specification to an OPSS shall be deemed to mean OPSS.MUNI, unless use of a provincial-oriented specification is specified in the Contract Documents. When there is not a corresponding municipal-oriented specification, the references below shall be considered to be the OPSS listed, unless use of a provincial-oriented specification is specified in the Contract Documents.

This specification refers to the following standards, specifications, or publications:

Canadian Standards Association (CSA)

B137.1-13 Polyethylene (PE) Pipe, Tubing, and Fittings for Cold Water Pressure Services
[Part of B137 Series-05, Thermoplastic Pressure Piping Compendium]

American Water Works Association (AWWA)

C901-17 Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service
C906-15 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) Through 63 In. (1,600 mm), for Water Distribution and Transmission

1842.05 MATERIALS

1842.05.01 Polyethylene Pipe Products

The moulding and extrusion material used to manufacture polyethylene pipe shall be polyethylene according to the requirements of AWWA C901 or AWWA C906.

The moulding and extrusion material used to manufacture polyethylene fittings shall be polyethylene according to the requirements of AWWA C906 for fittings 100 mm through 1,600 mm and CSA B137.1 for fittings less than 100 mm diameter.

1842.07 PRODUCTION

1842.07.01 Requirements

The requirements for the production of polyethylene pipe and tubing shall be according AWWA C901 or AWWA C906.

The requirements for the production of polyethylene pipe fittings shall be according to AWWA C906 for fittings 100 mm through 1,600 mm diameter and CSA B137.1 for fittings less than 100 mm diameter.

1842.07.02 Markings

Markings for polyethylene pipe and tubing shall be placed so that the intervals between markings are no greater than 1.5 m.

For polyethylene pipe and tubing according to AWWA C901, minimum markings shall be as follows:

- a) Nominal size.
- b) Standard material code designation (e.g., PE 2406).
- c) On pipe, the dimension ratio and diameter base (e.g., DR 11).
- d) On tubing, the word "Tubing" and dimension ratio.
- e) Pressure class (e.g., PC 160).
- f) Standard designation (e.g., AWWA C901).
- g) Manufacturer's name or trademark.
- h) Production record code.

For polyethylene pipe according to AWWA C906, minimum markings shall be as follows:

- a) Nominal size and OD base.
- b) Standard material code designation (e.g., PE 3408).
- c) Dimension ratio (e.g., DR 17).
- d) Pressure class (e.g., PC 100).
- e) Standard designation (e.g., AWWA C906).
- f) Manufacturer's name or trademark.
- g) Production record code.

Markings shall be applied in a manner that will not reduce the strength or damage the pipe and shall remain legible during normal handling and storage.

1842.08 QUALITY ASSURANCE

1842.08.01 Certificate

Upon request, suppliers shall provide a certificate to indicate that the product was produced and tested according to the appropriate specification requirements.

1842.08.02 Inspection and Testing

The Owner may make inspections and tests at such times as considered necessary to ensure that the material supplied is according to this specification.

All materials failing to comply with the requirements of this specification shall be rejected.

1842.08.03 Transporting, Unloading, Storing, and Handling

Manufacturer's recommendations for transporting, unloading, storing, and handling of materials shall be followed.

1842.09 OWNER PURCHASE OF MATERIAL

Measurement of pressure polyethylene pipe and tubing shall be by length in metres along the centreline of the pipe.

For measurement purposes, a count shall be made of the pressure polyethylene pipe fittings supplied and accepted as specified on the purchasing order.

Payment at the price specified in the purchasing order shall be for the supply of the pressure polyethylene pipe products delivered to the destination on the date and time specified.

The cost of all testing, except that performed in the Owner's laboratory, shall be included in the price.

Appendix 1842-A, November 2020
FOR USE WHILE DESIGNING MUNICIPAL CONTRACTS

Note: This is a non-mandatory Commentary Appendix intended to provide information to a designer, during the design stage of a contract, on the use of the OPS specification in a municipal contract. This appendix does not form part of the standard specification. Actions and considerations discussed in this appendix are for information purposes only and do not supersede an Owner's design decisions and methodology.

Designer Action/Considerations

The designer should ensure that the General Conditions of Contract and the 100 Series General Specifications are included in the Contract Documents.

Related Ontario Provincial Standard Drawings

No information provided here.

Chad Chenette

From: LUA Construction <info@luaconstruction.ca>
Sent: Friday, June 23, 2023 3:20 PM
To: Chad Chenette; Bradley Legault
Subject: Re: Quotation - Robert St. and Elm Ave. Lift Station Emergency By-Pass System

Follow Up Flag: Flag for follow up
Flag Status: Flagged



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Chad,

As per our conversation on the phone, we are pleased to offer you the pump as specified in the RFQ while honoring our original quote without any changes to the final price.

Please see below what is being proposed by Xylem:



Date:

2023/06/13

Quotation #

23-30-0736

Company Name:

CITY OF TEMISKAMING

CD225M JCB

Qty	Description
1	CD225M 8" CD Series CRITICALLY SILENCED Diesel Engine Dri-Prime Pumps, 8" x 8" CD225M, JCB TCAE-93, FT4, PRIME GUARD, 150 GALLONS SKID MOUNTED PN# PMCD080DCN230
1	BLOCK HEATER Block Heater - 110 Volt PN# ACCE0005
1	CHARGER Battery Charger 12 Volt Trickle PN# ACCE0004
1	FLOATS PrimeGuard Mechanical Floats 65" PN# CAPGMA005
1	13-56 00 24A FREIGHT CHARGES TXBL

Please kindly let me know if you wish to proceed.

Best Regards,
Farzan Hosseini, P.Eng.
Engineering, Estimating, & Development

LUA Construction Inc.

P: 705 626 9008

362B Amateewakea River Rd, Noelville, ON P0M 2N0

info@luaconstruction.ca

On Fri, Jun 16, 2023 at 11:12 AM LUA Construction <info@luaconstruction.ca> wrote:

Hi Chad and Bradley,

Please find the attachment for the above mentioned RFQ. Please kindly confirm of receiving.

Could you please provide a link to the Team Meeting for the quotation opening session if you don't mind?

Please feel free to reach out should you have any questions or concerns.

Best Regards,
Farzan Hosseini, P.Eng.
Engineering, Estimating, & Development

LUA Construction Inc.

P: 705 626 9008

362B Amateewakea River Rd, Noelville, ON P0M 2N0

info@luaconstruction.ca

The Corporation of the City of Temiskaming Shores

By-law No. 2023-090

**Being a by-law to enter into an agreement with Shaba Testing Services Ltd.
for engineering services to provide the design for reconstruction of
Montgomery Street**

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

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

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

Whereas Council considered Administrative Report No. PW-019-2023 at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into an agreement with Shaba Testing Services Ltd. For engineering services to provide the design for the reconstruction of Montgomery Street at a cost of \$43,566.80, plus applicable taxes, for consideration at the August 8, 2023 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Shaba Testing Services Ltd. For engineering services to provide the design for the reconstruction of Montgomery Street at a cost of \$43,566.80, 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 8th day of August, 2023

Mayor

Clerk



Schedule “A” to

By-law 2023-090

Agreement between

The Corporation of the City of Temiskaming Shores

and

Shaba Testing Services Ltd.

Engineering Design – Reconstruction of Montgomery Street

This agreement made this 8th day of August, 2023

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Shaba Testing Services Ltd.

(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described within the submission and contract documents entitled:

PW-RFP-003-2023

Engineering Services – Montgomery Street Reconstruction

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Forty-Three Thousand, Five hundred and sixty six dollars and eighty cents (\$43,566.80) plus applicable taxes,** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Shaba Testing Services Ltd.
77 Government Road East
Kirkland Lake, Ontario
P2N 1A4

The Owner:

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

The Manager of Environmental Services:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in
the presence of

Shaba Testing Services Ltd.

Lad Shaba, Principal

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk



Appendix 01 to
Schedule “A” to

By-law No. 2023-090

Form of Agreement

**CORPORATION OF THE
CITY OF TEMISKAMING SHORES**

**Montgomery Street Reconstruction
From Lakeshore Road to Fleming Drive
Cost Proposal for Engineering Services**

PW-RFP-003-2023

Appendix 'E'

City of Temiskaming Shores – Forms

City of Temiskaming Shores
PW-RFP-003-2023
Engineering Services – Montgomery St. Reconstruction
Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Shaba Testing Services Ltd.
(Registered Company Name/Individuals Name)

Of, 77 Government Road East, Kirkland Lake ON, P2N 1A4
(Registered Address and Postal Code)

Phone Number: 705-567-4187 Email: shabatesting@shabatesting.com

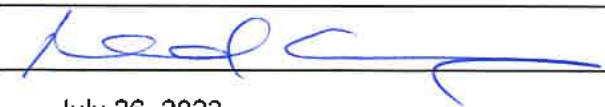
We/I hereby offer to enter into an agreement for the services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Lump Sum Price: \$ 43,566.80

Days to deliver once awarded: 80

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 1, 2 & 3 in preparing my/our proposal.

Bidder's Authorized Official: Lad Shaba
Title: Principal
Signature: 
Date: July 26, 2023

Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFP-003-2023
Engineering Services – Montgomery St. Reconstruction**

Non-Collusion Affidavit

I/ We Lad Shaba 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: Kirkland Lake This 26th day of July, 2023.

Bidder's Authorized Official: Lad Shaba

Title: Principal

Signature: 

Date: July 26, 2023

Form 2 to be submitted.

City of Temiskaming Shores
PW-RFP-003-2023
Engineering Services – Montgomery St. Reconstruction

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: Kirkland Lake This 26th day of July, 2023.

Signature:



Bidder's Authorized Official:

Lad Shaba

Title:

Principal

Company Name:

July 26, 2023

Form 3 to be submitted.

**City of Temiskaming Shores
PW-RFP-003-2023
Engineering Services – Montgomery St. Reconstruction**

**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: Lad Shaba Company Name: Shaba Testing Services Ltd.

Phone Number: 705-567-4187 Email: shabatesting@shabatesting.com

I, Lad Shaba, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-091

**Being a by-law to enter into a lease agreement with Zubyck SkillZ
Ltd. for use of the Skate Sharpening Room at the Don
Shepherdson Memorial Arena from September 1, 2023 – August
20, 2025**

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

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

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

Whereas Council considered Administrative Report No. RS-018-2023 at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for use of the Skate Sharpening Room at the Don Shepherdson Memorial Arena from September 1, 2023 – August 20, 2025, for consideration at the August 8, 2023 Regular Council meeting.

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

1. That Council authorizes the entering into a lease agreement with Zubyck SkillZ Ltd. for use of the Skate Sharpening Room at the Don Shepherdson Memorial Arena **from** September 1, 2023 – August 20, 2025, 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 8th day of August, 2023

Mayor

Clerk



Schedule “A” to

By-law No. 2023-091

Agreement between

The Corporation of the City of Temiskaming Shores

and

Zubyck SkillZ Ltd.

**For lease of the Skate Sharpening Room at the Don Shepherdson Memorial Arena
from September 1, 2023 – August 20, 2025**

The Corporation of the City of Temiskaming Shores

- and -

Zubyck SkillZ Ltd.

LEASE

Mathew Bahm
Director of Recreation
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

THIS LEASE Agreement made this 8th day of August, 2023

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as "the Landlord")

And:

Zubyck SkillZ Ltd.
(herein referred to as "the Tenant")

Witnesses that in consideration of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain lands situated in the City of Temiskaming Shores, in the District of Timiskaming, being the Skate Sharpener Room within the Don Shepherdson Memorial Arena (75 Wellington St. S., New Liskeard Ontario, P0J 1P0., hereinafter referred to as the "Premises". To hold the Premises for a term **commencing on the 1st day of September 2023 and ending on the 30th day of August 2025.** The rent in respect of the Premises shall be the sum of **\$1,800.00**, payable in two installments of \$900.00 on September 1st of each year of the agreement. Rental payments shall be made to The Corporation of the City of Temiskaming Shores, or as otherwise directed by the Landlord.

It is acknowledged by both parties that the Premises are limited to the following areas: skate sharpener room with a single entrance from the main arena lobby of the Don Shepherdson Memorial Arena ("the Premises").

Section One - Tenant's Covenants:

The Tenant covenants with the Landlord as follows;

- (a) **To pay rent** - to pay rent in the amount of \$1,800.00 plus HST; rent shall be paid in two installments of \$900.00 on September 1st of each year of the agreement.
- (b) **Term** - The term of the agreement shall be from September 1, 2023, to August 30, 2025.
- (c) **Compliance with by-laws** - to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Premises; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Premises or any equipment or other facility used in connection with or appurtenant to the Premises provided that the use of any part of the Premises as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph.

- (d) **Maintenance and Repairs** - to repair, reasonable wear and tear and damage by fire, lightning and good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted. and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- (e) **Waste** - not to suffer any waste or injury to the Premises, or any part thereof, and not to use or occupy the Premises, or any part thereof, or permit them to be used or occupied for an unlawful purpose.
- (f) **Insurance** - not to use the Premises or permit items to be used for any purpose which may render the insurance on the Premises void and if the rate of insurance is increased as a result of anything done upon the Premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$2,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage prior to taking control of the Premises.
- (g) **Alterations, new structures** - except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Premises without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld provided the Tenant has fully complied with the terms, covenants and conditions of the lease.
- (h) **Replacement of damaged Premises** - in the event that the complete destruction of or damage to the Premises, or partial damage to the Premises, results in the Tenant's inability to reasonably carry on his business therein the Tenant is permitted to terminate this lease by providing notice to the Landlord within fifteen (15) days of the happening of the damage or destruction. If the Tenant chooses not to terminate the lease within fifteen (15) days from the damage or destruction, the Landlord shall begin the repair or replacement thereof and with due diligence, repair or reconstruct the Premises or replace the Premises with another Premise of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Landlord.
- (i) **View state of repair** - to permit the Landlord at all reasonable times to enter and view the state of repair of the Premises.
- (j) **Indemnity** - to indemnify and save harmless the Landlord against and from any and

all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;

- (k) **Nuisance** - not to do or permit a nuisance.
- (l) **Assignment** - not to sublet the Premises or any part thereof.
- (m) **Signs** - not to use the outer walls or windows of the Premises for any notice or name plate except as approved by the Landlord; such approval shall not be unreasonable withheld.

Section Two - Landlord's Covenants

The Landlord covenants with the Tenant as follows:

- a) **Quiet enjoyment** - for the quiet enjoyment.
- b) **Taxes** - to pay all property taxes and rates that may be levied against the Premises.
- c) **Electricity and Water** - to pay for the electricity supplied to the premises and any water/sewer charges levied against the Premises.
- d) **Heat** - to heat the Premises.
- e) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Premises.
- f) **Structural soundness** - to keep the Premises and common areas structurally sound and to look after any structural defects which may arise.
- g) **Maintenance** - to be responsible for regular maintenance of the facility as decided by the landlord.
- h) **Keys** - to provide one (1) key to access the leased space.

Section Three - Provisos

- (a) **Renovating of fixtures** - At the expiry or earlier termination of the lease or any extension thereof, the Tenant may remove its fixtures and the fixtures of its subtenants and licensees and any persons claiming through them as long as the Tenant either compensates the Landlord for or repairs the damage resulting from the installation or removal of the fixtures.
- (b) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not constitute a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-

observance and does not defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.

(c) **Default provisions** - Whenever;

- (i) The Tenant defaults in the payment of any installment of rent, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
- (ii) The Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within thirty (30) days next after the giving of written notice by the Landlord to the Tenant, or if the term hereby granted is taken in execution or attachment, it is lawful for the Landlord to enter upon the Premises or any part thereof in the name of the whole and this shall be at the option of the Landlord and with or without entry may terminate the lease and all the rights of the Tenant with respect to the Premises shall be absolutely forfeited. If the condition complained of reasonably requires more time to cure than the thirty-day period aforesaid, the Tenant is deemed to have complied with the remedying thereof if the Tenant has commenced remedying or curing the condition within the thirty-day period and diligently thereafter completes the same. Upon termination of the lease, the Landlord shall not disturb the possession of any subtenant of the Premises pursuant to a sublease, or an agreement to sublease, as long as the subtenant is not in default in the performance of his obligation under the sublease or agreement to sublease.

(d) **Bankruptcy of tenant** - The bankruptcy, insolvency or reorganization of the Tenant under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall not be deemed a breach of this lease as long as the provisions of this lease are otherwise complied with.

(e) **Force Majeure** - Neither the Tenant or Landlord shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency, pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a “Force Majeure Event”), provided that a Force Majeure Event and the ongoing effects thereof shall not excuse any failure of Tenant to timely comply with any

monetary obligations hereunder.

- (f) **Rent Abatement** - If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes Tenant from constructing, renovating, opening or operating the permitted use at the Premises and the Tenant ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.
- (g) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, to renew the lease for a two (2) year term. The use of the Premises shall be agreed upon by the Tenant and the Landlord. The rent amount to be increased by a mutually agreed upon amount. All other terms and conditions to remain the same. The Tenant shall be required to give written notice of their intention to renew the lease on or before the 31st day of May prior to the commencement of the renewal term;
- (h) **Right of termination by the Landlord** - The Landlord shall have the right to terminate this lease forthwith by leaving upon the Premises, or sent by ordinary mail to his usual place of business, thirty (30) days' notice in writing of its intention, and thereupon any payments owing to the Tenant under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the Premises.
- (i) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease by providing thirty (30) days' notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the Premises;
- (j) **Notices** - All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

and in the case of the Tenant addressed to the Tenant at:

Zubyck SkillZ Ltd.
c/o P.O. Box 1217
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (k) **Amendment** - This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (l) **Binding Effect** - The terms and provisions of this lease extend to, are binding upon and ensure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (m) **Captions** - The captions appearing at the headings of the paragraphs in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this lease or any of its provisions.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Signed and Sealed in
the presence of

John Zubych

Print Name:

**Corporation of the City of
Temiskaming Shores**

Mayor – Jeff Laferriere

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2023-092

Being a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028

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

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

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

And whereas Council considered Administrative Report RS-019-2023 at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028 for consideration at the August 8, 2023 Regular Council meeting;

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

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028, 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 8th, day of August, 2023.

Mayor

Clerk



Schedule “A” to
By-law No. 2023-092
Lease Agreement between
The Corporation of the City of Temiskaming Shores
and
Josee & Marc Dupuis

For the operation of the Don Shepherdson Memorial Arena Concession from
September 1, 2023 – August 20, 2028.

This agreement made in duplicate this 8th day of August, 2023

Between:

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

And:

Josee & Marc Dupuis
(Hereinafter called the "Tenant")

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

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

1. Leased premises

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

2. Term

To hold the premises for a term commencing **September 1st, 2023** to **August 30th, 2028**.

3. Rent

The Tenant shall pay Two Hundred Seventy-Five dollars (\$275) plus applicable taxes per month payable on the first day of each month for the term of this agreement.

4. Renewal

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

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

5. Business Services

The Tenant will work in good faith with the City of Temiskaming Shores to schedule hours in accordance with their submission to RS-RFP-004-2023. The Tenant shall also work in good faith to reflect any changes in the scheduling of ice time; to be open for all New Liskeard Cubs Games, New Liskeard Lions Games, Temiskaming Shores Skating Club Shows, and all hockey tournaments.

6. Healthy Eating at Recreation Settings (HERS)

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

7. Vending Services

The Tenant acknowledges and confirms that this agreement does not provide the Tenant with any privileges for the provision of vending services within the Don Shepherdson Memorial Arena are all vending services within the Don Shepherdson Memorial Arena are at the sole discretion of the City.

8. Tenant’s Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any

personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;

- f) **Entry by City** - to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the City shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) **Indemnity** - to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

9. City's Covenants

The City covenants with the Tenant;

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

10. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.
- b) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- c) **Right of termination by the City** - The City shall have the right to terminate this lease forthwith by leaving upon the Premises, or sent by ordinary mail to his usual place of business, sixty (60) days' notice in writing of its intention, and thereupon any payments owing to the Tenant under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the Premises.
- d) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, sixty (60) days' notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

11. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

Remainder of this page left blank intentionally

Clerk

Healthy Eating at Recreation Settings

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

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

The Corporation of the City of Temiskaming Shores

By-law No. 2023-093

Being a by-law to enter into an agreement with 2344 Royal Canadian Army Cadet Corps (RCACC) for the use of space in various municipal facilities for the purpose of a Cadet 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 Council considered Administrative Report CS-027-2023 at the August 8th, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with 2344 Royal Canadian Army Cadets for use of space in various municipal facilities for the purpose of a Cadet Program for consideration at the August 8th, 2023 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with 2344 Royal Canadian Army Cadet Corps (RCAA) for the use of space in various municipal facilities for the purpose of a Cadet Program for the period covering September 1, 2023 to August 31, 2026 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 8th day of August, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-093

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

2344 Royal Canadian Army Cadets

For the use of space in various municipal facilities for the
purpose of a Cadet Program

The Corporation of the City of Temiskaming Shores

- and -

2344 Royal Canadian Army Cadet Corps (RCACC)

LEASE

Shelly Zubych
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

THIS LEASE made this 8th day of August, 2023.

between:

The City of Temiskaming Shores

hereinafter called the “Landlord”

-and-

2344 Royal Canadian Army Cadet Corps (RCACC)

hereinafter called the “Tenant”

Whereas the Applicant is desirous of renting premises owned by the City of Temiskaming Shores at various municipal facilities from September 1st 2023 to August 31st, 2026, for the purpose of a Cadet Program.

And whereas it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

And whereas it is understood that the Commanding Office and/or Training Officer hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant parts of various municipal facilities containing rentable space as described herein all located within the City of Temiskaming Shores being hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of the **New Liskeard Community Hall, including boardroom (old council chambers)**, every Tuesday from 6:30 pm to 9:30 pm, September 1st through June 30th, with the following exceptions:
 - No use of the Community Hall (all) during the Temiskaming Music Festival and
 - No Use of the boardroom (once per month) during the **Minor Hockey Executive** meetings.
- b) Use of the **New Liskeard Community Hall, including boardroom (old Council Chambers)**, every Sunday from 9:00 am to 12:30 pm, November 1st through March 30th; for biathlon and marksmanship training. Should the hall be rented on the Saturday evening, the Cadet Program fully understands that the facility will not be cleaned prior to the Sunday morning rental.

- c) Use of the **New Liskeard Community Hall, hall only**, every Thursday from 7:00 pm-9:00 pm, October 1st through November 11th, and February 1st through May 15th; for Remembrance Day Honour Guard training and drill team training.
- d) Use of the **New Liskeard Community Hall, excluding the hall if a paid rental may be obtained**, on the Friday and Saturday of the Thanksgiving weekend, from 5:00 pm to 9:30 pm and 8:00 am to 3:00 pm respectively; for one of our primary fundraising activity.
- e) Use of the **New Liskeard Community Hall, excluding the hall if a paid rental may be obtained**, on the Saturday of the Easter weekend, from 8:00 am to 3:00 pm; for the other primary fundraising activity.
- f) Use of the Riverside Place (if prior bookings are not made) during the “Temiskaming Festival of Music” and any other occasions where scheduling conflicts arise between 2344 RCACC and other users of the **Community Hall**.
- g) Use of the **Don Shepherdson Memorial Arena, arena floor & lobby**, for the last two Tuesdays in May and the first Tuesday in June from 6:30 pm to 9:30 pm; and the first or second Saturday in June from 9:00 am to 10:00 pm; for an Annual Ceremonial Review and practices. To be confirmed by no later than January 31st of the same year.
- h) Use of the **New Liskeard Community Hall** for other activities, on an as needed basis, booked in advance, subject to availability.
- i) Exclusive use of the **administrative offices** located to the left (north east corner) of the **New Liskeard Community Hall**, for office and storage.
- j) Use of additional storage space within the **New Liskeard Community Hall**, as agreed upon, (i.e. **Under the Stage**)
- k) The ability to use the **Halls only**, as an indoor rifle range, in accordance to Cadet’s Canada and the Department of National Defense regulations.

2. Term

To hold the premises for a term commencing on September 1, 2023, to August 31, 2026.

3. Rent

The Tenant shall pay the Landlord the following annual rental rates, for the rental of the Premises, payable annually in advance on September 1st of each year:

- September 1, 2023 to August 31, 2024 - \$3,480, plus applicable taxes
- September 1, 2024 to August 31, 2025 - \$3,540, plus applicable taxes
- September 1, 2025 to August 31, 2026 - \$3,600, plus applicable taxes

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the

Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- h) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on a Cadet Program.

5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard

of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;

- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days.

- l) **Notice** – 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 Landlord:

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

Attn.: Director of Corporate Services

7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of Page left blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in
the presence of

2344 Royal Canadian Army Cadets Corps

Signing Authority

Name: _____

Title: _____

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2023-094

**Being a by-law to authorize the annual insurance premium
payment for Municipal Insurance and Risk Management
Services with Marsh brokered by MIS Municipal Insurance
Services for July 1, 2023 to June 30, 2024**

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 authorized a by-law to enter into a three (3) year agreement with Marsh brokered by MIS Municipal Insurance Services commencing July 1, 2022 and expiring June 30, 2025 at the June 21, 2022 Regular Council meeting; and

Whereas Council considered Administrative Report No. CS-028-2023 at the August 8th, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to authorize the annual insurance premium payment for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services for July 1, 2023 to June 30, 2024, for consideration at the August 8th, 2023 Regular Council meeting.

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

1. That Council agrees to authorize the annual insurance premium payment for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services for July 1, 2023 to June 30, 2024 for a premium of \$539,458 plus applicable taxes for the term of July 1, 2023 to June 30, 2024.
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 8th day of August, 2023.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2023-095

Being a by-law to enter into an agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Prospectors & Developers Association of Canada (PDAC) Convention for 2024, 2025 and 2026

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

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

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

Whereas Council considered Administrative Report No. CS-032-2023 at the August 8, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Prospectors & Developers Association of Canada (PDAC) Convention in 2024, 2025 and 2026, at a rate of \$675 per exhibitor plus applicable taxes, pending funding approval from Fed Nor, for consideration at the August 8, 2023 Regular Council meeting.

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

1. That By-Law 2022-011 being a By-Law to enter into an agreement with Markey Consulting to provide event management services for the Northern Ontario Mining Showcase at the Prospectors & Developers Association of Canada (PDAC) Convention from 2022 to 2024 is hereby repealed.
2. That Council authorizes the entering into an agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Prospectors & Developers Association of Canada (PDAC) Convention in 2024, 2025 and 2026, at a rate of \$675 per exhibitor plus applicable taxes, pending funding approval from Fed Nor, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

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

Read a first, second and third time and finally passed this 8th day of August, 2023

Mayor

Clerk



Schedule “A” to

By-law No. 2023-095

Agreement between

The Corporation of the City of Temiskaming Shores

and

MineConnect

For event management services at the PDAC Event for
2024, 2025 & 2026



July 6, 2023

The City of Temiskaming Shores
Attn: Kelly Conlin, Clerk
325 Farr Drive
Haileybury, Ontario P0J 1K0

Re: RFP CS-RFP-001-2023

Dear Mrs. Kelly Conlin:

It is with great enthusiasm that MineConnect, in partnership with Markey Consulting, submits a proposal to the City of Temiskaming Shores, Lead applicant, for the coordination and management of the Northern Ontario Mining Showcase (NOMS) events at PDAC taking place in 2024, 2025 & 2026.

Given our project team's extensive knowledge of the mining landscape in Northern Ontario and expertise in coordinating large trade shows and other events, we truly believe that we provide a significant value proposition and offer the following competitive advantages:

- Direct connection to Northern Ontario's mining supply and services sector
- First-hand experience and knowledge of the Northern Ontario Mining Showcase, both in the role of exhibitor and of coordinator
- Vast network of contacts within the domestic and international mining community
- Significant experience working with regional stakeholders including federal, provincial, and municipal governments, agencies, sector associations, and media
- Extensive experience in sourcing, managing, and reporting on public funds
- Extensive experience in trade show and event coordination and planning
- Significant marketing and communications experience and knowledge
- Fluently bilingual team member
- Participation as exhibitors in dozens of domestic and international trade shows (B2B and consumer)
- Passion and genuine wish for the growth and success of the region, the sector, and of the NOMS

In closing, we sincerely hope that you keep this last line top of mind during your evaluation. We cannot emphasize to what degree we feel we have a personal stake in this project. Many hours, over many years, have been dedicated by members of our team to the growth and evolution of the NOMS and we are extremely excited at the opportunity to continue to work with colleagues and partners to play such a key role in the ongoing success of this noteworthy project.

Sincerely on behalf of the project team,

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

Marla Tremblay, Executive Director
MineConnect

**City of Temiskaming Shores
CS-RFP-001-2023
Northern Ontario Mining Showcase Event Coordination at
PDAC 2024 to 2026**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, MineConnect Supply & Services Association
(Registered Company Name/Individuals Name)

Of, 1545 Maley Drive Sudbury Ontario P3A 4R7
(Registered Address and Postal Code)

Phone Number: 705-499-6267 Email: tremblay@mineconnect.com

We/I hereby offer to enter into an agreement for the goods and/or services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Contract budget (+HST) \$ 74,250

Per Business Rate (+HST) \$ 675
contract rate / 110

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: Marla Tremblay

Title: Executive Director

Signature: Marla Tremblay

Date: July 6, 2023

Form 1 to be submitted.

**City of Temiskaming Shores
CS-RFP-001-2023
Northern Ontario Mining Showcase Event Coordination at
PDAC 2024 to 2026**

Non-Collusion Affidavit

I/ We MineConnect Supply & Services Association 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: 503 Champagne Rd this 6 day of July 2023, 2022.
~~Sturgeon Falls, ON P2B 2L9~~

Bidder's Authorized Official: Marla Tremblay

Title: Executive Director

Signature: *Marla Tremblay*

Date: July 6, 2023

Form 2 to be submitted.

**City of Temiskaming Shores
CS-RFP-001-2023
Northern Ontario Mining Showcase Event Coordination at
PDAC 2024 to 2026**

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: 503 Champagne Rd this 6 day of July 2023, 2022.
Sturgeon Falls, ON P2B 2L9

Signature:

Marla Tremblay

Bidder's Authorized Official:

Marla Tremblay

Title:

Executive Director

Company Name:

MineConnect Supply & Services Association

Form 3 to be submitted.



Northern Ontario Mining Showcase Event Coordination at PDAC 2024 to 2026

RFP: CS-RFP-001-2023

DATE: July 6, 2023

CLIENT: City of Temiskaming Shores

TEAM: MineConnect & Markey Consulting

LEAD: MineConnect

ADDRESS: 1545 Maley Drive, Sudbury, ON P3A 4R7

PHONE: 705-499-6267

PROJECT MANAGER: Marla Tremblay

**NORTHERN ONTARIO
MINING SHOWCASE** | **SALON MINIER
DU NORD DE L'ONTARIO**



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Appendix

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Appendix B – [MineConnect Spring 2023 Activity Report](#)

Appendix C – [Links to videos from past NOMS and Northern Ontario Night events](#)

Appendix D – [NOMS at PDAC Report 2023](#)

CONTACT INFORMATION

MineConnect
1545 Maley Drive
Sudbury, Ontario
P3A 4R7

Contact: Marla Tremblay – Executive Director

Phone: 705-499-6267

Email: tremblay@mineconnect.com

URL: www.mineconnect.com

BACKGROUND & SCOPE OF WORK

In their efforts to support and grow the regional economy, the City of Temiskaming Shores and its funding partner, FedNor, are working to strengthen the Mining Supply and Services (MSS) sector in Northern Ontario. A key initiative that has been undertaken to achieve this is the coordination of a pan-northern MSS-based pavilion at the Prospectors and Developers Association of Canada Annual Convention, dubbed the Northern Ontario Mining Showcase (NOMS). The goal of the NOMS is to provide a unique opportunity to Northern Ontario MSS companies to promote their products and services to an international audience while demonstrating firsthand that collectively Northern Ontario firms have the expertise, capacity, and infrastructure to service the requirements of various small and large-scale mining projects.

In order to ensure the continued success of the NOMS event, the City is currently seeking the services of a qualified team to coordinate the pavilion in 2024, 2025, and 2026, thus building on the exceptional work done in years past. The role of the coordinator will include pre-event planning and logistics, budget development, exhibitor recruitment and management, material and tool development, marketing and promotion assistance, on-site logistics and troubleshooting, communications, project administration, and reporting. The team will also provide expertise and recommendations on how to further attract and support exhibitors, drive attendee traffic to the pavilion as well as generate enhanced visibility for Northern Ontario's MSS sector.



PROJECT TIMELINE

The following is a proposed schedule for the planning and implementation of the Northern Ontario Mining Showcase at PDAC for 2024. Note that the timeline outlined below (Year 1) is based on a combination of information in the Request for Proposal Scope of Work and the team's first-hand experience coordinating the event.

Milestone	Jul 23	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24
Kick-off meeting with the Project Committee										
Complete Phase 2 application for FedNor funding on behalf of the City										
Develop exhibitor lead list										
Update website content										
Update online exhibitor application forms and platform										
Secure accommodations room blocks										
Develop RFP for selection of printing firm										
Exhibitor recruitment										
Design pavilion set-up and layout										
Secure 2 meeting rooms + coordinate layout and logistics										
Exhibitor applications and registrations										
Social and digital media deployment and support of exhibitor's digital presence										
Allocate booth numbers										
Develop and Distribute Exhibitor Manual										
Develop content for touch screens										
Develop content for exhibitor directory										
Design and format exhibitor directory										
Source and coordinate video wall content										
Acquire exhibitor graphics; coordinate poster design and printing										
Coordinate venue logistics (e.g. AV; staging;catering;schedule etc...)										
Coordinate speaker series										
Organize international delegations to tour the pavilion/exhibitors										
Coordinate Exhibitor Meet & Greet										
Promotion of event (emails; articles; etc...) to attract attendees/visitors										
Survey development (speaker series; showcase; sales; delegations)										
Develop volunteer schedule										
Host exhibitor meet & greet										
Coordinate onsite logistics to support 110 org. and businesses of the mining supply and services sector from Northern Ontario;										
Event evaluations and reporting										

*Items highlighted in green are not part of the scope of work as outlined in the RFP however we have the in-house expertise to provide said services at additional cost which can be negotiated as part of the overall contract.

ABOUT MINECONNECT

[MineConnect](#) is a pan-northern non-profit industry association governed by a volunteer Board of Directors, all of whom represent a private sector firm operating within the region's mining supply and services sector. Our primary objective is to help grow and strengthen businesses and organizations within Northern Ontario's MSS sector by connecting the mining ecosystem. Our vast network includes mine operators, OEMs, suppliers, academia, associations, media, as well as municipal, provincial, and federal governments from across the globe. We provide support, advice, and access to domestic and international mining markets through the provision of market intel, promotional activities, special projects, and events.

Our Executive Director is Marla Tremblay, President of [Markey Consulting](#). Marla is a bilingual certified economic developer with strong ties and established relationships with stakeholders from both the public and private sectors. She has significant event coordination experience which has clearly been demonstrated by the multiple successful events that MineConnect has hosted and participated in since her tenure with the organization. These events consist of both independently run and committee-based projects including conferences and conventions, trade shows, grand openings, AGMs, symposiums, focus groups, workshops, hospitality events, and business missions.

TEAM MEMBER EXPERIENCE AND QUALIFICATIONS

Marla Tremblay – Project Lead

As project lead, Marla brings over 25 years of experience in business and economic development. She has strong ties and established relationships with stakeholders from both the public and private sectors throughout Northern Ontario. Her varied experience has led to the acquisition of in-depth knowledge and expertise in strategic planning, project management, partnership development, business growth, marketing, communications, and event management. Marla has been participating in and organizing domestic and international trade shows since 1997.

Of special note, Marla, through her company [Markey Consulting](#), has been coordinating the award-winning [Northern Ontario Mining Showcase](#) (NOMS) at PDAC since its inception in 2014. While Marla has undertaken the majority of the coordination and logistics for the event, she has worked closely with the project committee on planning, exhibitor selection, promotion, and on-site management. Under the leadership of the committee, and with Marla's guidance, the NOMS has seen incredible growth, becoming the largest exhibit at PDAC, showcasing 112 exhibitors in 2023. Marla not only assists the exhibiting companies, but also organizes a number of special programs including a speaker series, international delegations, student tours, and interactive hands-on exhibits.



2.0

Lisa McIvor - Logistical Support & Promotion

Lisa McIvor is the Marketing & Communications Coordinator for [MineConnect](#) where she produces strategic communications for MineConnect's members; coordinates effective networking events, and keeps the office of this high-achieving organization running smoothly.

With nearly 30 years of experience in communications, marketing and event coordination, Lisa has a proven track record of leading successful marketing/fundraising campaigns and special events that surpass expectations. Past clients include: Science North, The Sudbury Dragon Boat Festival, Cinéfest Sudbury International Film Festival, and the Toronto Symphony Orchestra. Lisa is a graduate of Ryerson University's (now TMU) Radio & Television Arts program.

Heather Johnston – Exhibitor Support & Communications

Currently employed as the Business Development Manager at [Markey Consulting](#), Heather holds lead communications roles with various organizations such as MineConnect, CIM Northern Gateway and Women in Mining Sudbury. She has experience with the [North-ern Ontario Mining Showcase](#) both as an exhibitor and coordination support. An artist and graduate of a three-year Graphic Design program, Heather is a creative problem solver and skilled communicator that has spent the past 14 years working alongside engineers and inventors in the global mining industry. With strong leadership skills, she has established marketing departments, coached staff, enhanced client relationships, and worked closely with internal and external teams to achieve major corporate goals. In addition to her aforementioned role, Heather is a dedicated part-time Canadore College professor, committed to inspiring other artists to explore opportunities in mining.

FEES SCHEDULE*

Proposed Fees: \$74,250 at \$675 per registered NOMS exhibitor

- Fees include all services listed herein as well as project management and telephone calls with client, and vendor liaison time. All applicable taxes, design, printing, venue, and/or other associated costs are extra.
- Additional disbursements such as event registration fees, travel and accommodations to event (max of 2 (two) team members), and travel to committee meetings are extra and must be reasonable expenses as approved by the NOMS Committee budget.

*Additional services such as graphic design (e.g. exhibitor directory, posters, signage) and social media advertising are also available through the MineConnect team. These and any other additional services can be discussed prior to the commencement of the work.

3.0

RELEVANT PROJECTS & REFERENCES

Below is a sample of our experience as it directly relates to the proposed project herein.

Project	Description	Reference
MineConnect Event Series (2019 - present)	<p>MineConnect has coordinated and continues to host numerous successful events for the mining community including, but not limited to:</p> <ul style="list-style-type: none"> • Northern Ontario Road Show Events • Ask the Expert Webinars • Annual General Meeting Events • Business Breakfasts • Inbound and Outbound Business Development Missions • Networking Receptions • Industry Presentations and Panels <p>mineconnect.com</p>	<p>Todd Domney Managing Partner, Sumac Geomatics tdomney@sumacgeo.ca (807) 577-6641</p>
<p>NOMS at PDAC (2014 - 2023)</p> <p>NOMS at CIM (2021 - 2023)</p>	<p>Marla Tremblay, in her role as President of Markey Consulting, has been contracted to manage and coordinate all aspects of this pan-northern pavilion since its inception.</p> <p>In addition to coordinating in-person events, Marla also managed the virtual editions of both the NOMS at PDAC and CIM during Covid-19.</p> <p>northernontariominning.com</p>	<p>Chris Oslund CAO Coleman Township (former CAO of City of Temiskaming Shores) toc@colemantownship.ca (705) 679 - 8833 See the appendices for a link to letters of support from past NOMS exhibitors.</p>
Northern Ontario Night at PDAC 2014 - present	<p>Marla has been contracted by the City of Temiskaming Shores since 2013 to coordinate Northern Ontario Night, a networking event that takes place annually during PDAC. Playing host to over 1400 guests in 2023, (including the likes of Premier Doug Ford and several members of Cabinet), this sponsor-supported hospitality night, which features all things Northern Ontario, has become one of the “can’t miss” events of the PDAC Convention.</p> <p>2023 Northern Ontario Night</p>	<p>James Franks Economic Development Officer, City of Temiskaming Shores jfrank@temiskamingshores.ca (705) 672 - 3363 ext. 4137</p>

APPENDIX



APPENDIX

Appendix A – [Exhibitor letters of support](#)

Appendix B – [MineConnect Spring 2023 Activity Report](#)

Appendix C – [Links to videos from past NOMS and Northern Ontario Night events](#)

Appendix D – [NOMS at PDAC Report 2023](#)

06.12.2023

To Whom it may concern,

In 2018, shortly after taking over A-1 Blasting Mats, I first met Marla Tremblay at PDAC and learned that she had co-ordinated the attendance for close to 110 exhibitors in the North Hall of the Toronto Convention Centre, for the NOMS Exhibition.

I have attended a number of trade shows in my career as an entrepreneur and my personal and professional impression of Marla and her team has always been exceptional. Frankly, her team was so well organized, I once asked her how she did it.

Everything was coordinated so well that we literally only had to show up and register. Marla has always had everything ready and had covered all the details down to having badges prepared, PPE when we had to go onto the show floor to put up our rollup banner, and various tickets to events. During the show, any questions were always promptly attended to and we were introduced to anyone she was around when we saw her at the show. A perfect Ambassador for the North.

Our continued participation in the PDAC event is always a pleasure when we know that someone who cares as much as Marla does, is in charge of the coordination. She makes it a personal mission to help each and every exhibitor, yet makes you feel as though you are the only one exhibiting. That level of interaction with the exhibitors is something that not many people or companies have.

I would highly recommend that Marla and her company Markey Consulting be re-engaged for the PDAC NOMS Co-ordination and would welcome anyone to call if there are any questions.

Sincerely,



Kevin Fitzgerald
Vice President, Global Sales

Learn More At
www.B2Bii.com



Date: 26 June 2023
To: Marla Tremblay, President
Markey Consulting
From: Blue Heron Environmental
Subject: Letter of Support – PDAC 2024

Dear Mrs. Tremblay,

We at Blue Heron Environmental have been participants at the Northern Ontario Mining Showcase (NOMS) at PDAC since 2018, and we are pleased to offer a letter of support for your bid to again organize the event in 2024.

One of the key characteristics of an effective coordinator is responsiveness. Mrs. Tremblay has always been generous with her time and highly organized. We appreciate a coordinator who returns phone calls and/or emails in a timely manner. Over the last few years, I cannot recall a single instance where Mrs. Tremblay has not been readily available to answer questions or provide support.

We also feel that Markey Consulting rose to the challenge presented by the recent pandemic. Participating in the showcase virtually was less than ideal, but we well felt fully supported by Mrs. Tremblay as we navigated through setting up our online showcase.

Again, it is our privilege to endorse Markey Consulting as the coordinator for NOMS 2024. We look forward to seeing you there.

Kind Regards,

Nathan Towsley
Communications Specialist
Blue Heron Environmental



CANADIAN EXPLORATION SERVICES LTD

TM

P.O. Box 219, 14579 Government Road, Larder Lake, Ontario, Canada, P0K 1L0
Tel: 705-643-2345 Fax: 705-643-2191 info@cxsltd.com www.cxsltd.com

June 13, 2023

To: To whom it may concern

Re: Markey Consulting and the NOMS at PDAC

I have written this letter to support Marla Trembley and her company Markey Consulting in their efforts to continue coordinating the Northern Ontario Mining showcase at the annual PDAC tradeshow in Toronto.

Since its inception, we have enjoyed working with Marla as an exhibitor in the NOMS. My staff has had nothing but positive interactions, and we have found the entire showcase to be exceptionally well organized, from the tradeshow floor to the evening social events. Under her guidance, NOMS has grown considerably, exposing northern businesses to opportunities that otherwise likely would have yet to materialize. The social evening is one of the most in-demand events at the conference, and her team has done a fantastic job of obtaining funding from industry partners to pull off an exceptional event.

In short, we hope to continue to work with Marla and her team and exhibit NOMS. Her connections in Northern Ontario pay off each year, and we expect the showcase to grow under her watch. If one wishes to continue to have an above-average event, please continue to work with Marla!

I can be reached at 705-643-2345 x222, via mobile at 705-643-6094 or by email at david@cxsltd.com should you require additional information.

Best Regards

A handwritten signature in black ink, appearing to read 'D. LaRocque', is written over a horizontal line.

David LaRocque
President



Fabrithane Industrial Products Inc.

www.fabrithane.com

Tel: 705-563-2223

Fax: 705-563-8201

June 14th, 2023

To whom this may concern,

I am thrilled and pleased to recommend Marla Tremblay from Markey Consulting to be the one to coordinate the 2024 NOMS at PDAC and CIM. I have had the pleasure of knowing Marla for many years while attending these events. The grace she possesses as she handles the enormous amount of stress while organizing these events is nothing short of astonishing.

Marla has been outstanding and has done an exemplary job at planning and organizing these events since the beginning. She has always done an incredible job making sure all is in order and easy for all exhibitors to attend these events. Her communication and willingness to help everyone, including ourselves has made the PDAC and CIM very enjoyable trade shows to be at. Marla is the type of person you can count on for anything. Her dedication, positive attitude, friendly personality and work ethics are first-class. It is always a delight working with Marla and I personally wouldn't want anyone else coordinating these events.

With that being said, I am highly confident in my recommendation and believe Marla is the best candidate for the job.

Should you have any further questions, feel free to reach me at 705-563-2223.

Sincerely,

Marc Perreault
General Manager

marc.perreault@fabrithane.com



6, 10th Avenue North Earltan, Ont. P0J 1E0

www.fabrithane.com

July 04, 2023

Bill Culhane
President
Pneuma-Tool Inc.
1971 Bond St.
North Bay, ON.

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores

It is with great pleasure that on behalf of Pneuma-Tool Inc., and myself personally, I write this letter of recommendation for Marla Tremblay. We have had the opportunity to participate in the Northern Ontario Mining Showcase since the first showcase at the PDAC, to most recently in 2023 and various other events including the first NOMS at the CIM in Montreal, and Mine Expo in Las Vegas, that Marla has coordinated. We have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla has a gift that strikes the perfect balance of corporate structure and process along with her “get-it-done” Northern way. Marla and her team are diligent, extremely detailed oriented, and always within reach. Marla’s calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all of the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction. When called upon directly Marla is always responsive, follows through and accomplishes our requests.

Based on our own participation in multiple editions of the NOMS, we can confidently attest that the growth of the event can be attributed in large part to Marla’s involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and we wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

Should you require any further information or have specific questions regarding Pneuma-Tool Inc. participation in the NOMS, please do not hesitate to contact me at 705 497 4403 (mobile)or billculhane@pneuma-tool.com. I would be more than happy to provide additional insights and share my personal experiences working with Marla.

Sincerely,
Bill Culhane

President

Pneuma-Tool inc.



June 14, 2023

To the City of Temiskaming Shores,

Re: Letter of Recommendation – Marla Tremblay – Markey Consulting

I am writing to provide a recommendation for Marla Tremblay and her team at Markey Consulting regarding their exceptional work in organizing and running the Northern Ontario Mining Showcase (NOMS) at both the PDAC and the CIM.

Since our initial participation in the NOMS, we have witnessed its remarkable growth and transformation into the prestigious event it is today. From our earliest memories of setting up a table and banner display in the Steam Whistle, where the crowds were so immense that navigating became a challenge, to our involvement in the inaugural NOMS at the CIM a few years ago, we have seen the event evolve significantly.

Marla and her team have demonstrated their ability to tackle the immense complexities of organizing an event like NOMS with apparent ease. The sheer number of tasks that need to be accomplished and questions that need to be answered is staggering, yet Marla handles everything with utmost professionalism. The documentation provided to attendees is exemplary, and the event itself operates with impeccable precision, reminiscent of a well-oiled military operation. Marla and her team have always been accessible, approachable, and eager to address any queries. Their dedication and expertise are integral to the success of NOMS as it exists today; without them, it is doubtful that the event would have reached its current stature.

Drawing from my personal experiences of interacting and collaborating with Marla, I wholeheartedly recommend her continued involvement in planning and organizing the Northern Ontario Mining Showcase. I have witnessed other regional events in Ontario lose momentum and fade away when key individuals were no longer part of the equation. It would be an unfortunate loss if Marla and Markey Consulting were not entrusted with the management and coordination of the NOMS events.

I strongly urge the City of Temiskaming Shores to recognize Marla Tremblay's invaluable contributions and support her ongoing involvement in the Northern Ontario Mining Showcase. Her passion, expertise, and unwavering commitment are instrumental in ensuring the continued success and growth of this exceptional event.

Please feel free to contact me at 705-492-6260 or troy.williams@iring.ca should you require any further information or have any specific questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Troy Williams", is written over a faint, larger signature.

Troy Williams, P.Eng.

President/Mining Engineer

T: [1 \(705\) 840-6002 x 237](tel:17058406002x237)

F: [1 \(705\) 840-6001](tel:17058406001)

E: troy.williams@iring.ca W: www.iring.ca



Michael Gribbons
President, CEO & Co-founder
Maestro Digital Mine
87 Magill Street
Sudbury, ON, P3Y 1K6
June 14, 2023

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

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

Subject: Letter of Recommendation for Markey Consulting

To Whom It May Concern,

I am writing this letter to provide my enthusiastic recommendation for Marla Tremblay and her team at Markey Consulting to continue coordinating the Northern Ontario Mining Showcase events in 2024. As an exhibitor and participant in the showcase, Maestro Digital Mine has had the pleasure of working closely with Markey Consulting for years, and their exceptional coordination and support have greatly contributed to the success of our participation.

Markey Consulting has consistently demonstrated outstanding event coordination skills, going above and beyond to ensure that all exhibitors receive the necessary support and assistance throughout the planning and execution of the Northern Ontario Mining Showcase. They have provided invaluable guidance and assistance in various aspects, such as booth planning, shipping logistics, and other important details that exhibitors may not be well-versed in. Their attention to detail and commitment to excellence have greatly alleviated the logistical burdens on our team, allowing us to focus on presenting our products and engaging with attendees effectively.

One area where Markey Consulting has particularly excelled is in their expertise in leveraging social media channels to promote the Northern Ontario Mining Showcase. They have provided us with comprehensive guides on how to showcase our participation on different platforms, which has significantly increased our reach and engagement with our target audience. Additionally, Markey Consulting has assembled a highly competent team dedicated to the promotion of the event, ensuring that our brand and products receive maximum exposure. Their responsiveness to inquiries has been remarkable, with near-instantaneous responses that demonstrate their commitment to exceptional customer service.

Furthermore, Markey Consulting introduced a novel concept called Activation Zones during the PDAC and CIM events in 2023, which allowed exhibitors to create interactive displays. This innovative approach attracted a substantial increase in foot traffic and provided attendees with a unique and engaging experience. We firmly believe that the introduction of Activation Zones played a significant role in the success of the events, and we commend Markey Consulting for their ingenuity and willingness to think outside the box.

In conclusion, we are delighted to have had the opportunity to work closely with Markey Consulting as the event coordinator for the Northern Ontario Mining Showcase. Their professionalism, expertise, and dedication to delivering exceptional results have made them an invaluable asset to our participation in these events. We wholeheartedly recommend Mrs. Marla Tremblay and Markey Consulting to continue coordinating the Northern Ontario Mining Showcase events in 2024, and we eagerly look forward to collaborating with them in the future.

Thank you for considering our recommendation. Should you require any further information or assistance, please do not hesitate to contact me.

Yours sincerely,



Michael Gribbons

President, CEO & Co-founder
Maestro Digital Mine

Michael.gribbons@maestrodigitalmine.com
+1 705 805-6918 Ext. 203.

June 26th, 2023

To Whom it May Concern, City of Temiskaming Shores

Re: Bid for delivering the Northern Ontario Mining Showcase (NOMS)

I am writing this letter in support of Markey Consulting and Mine Connect as the vendor of choice to deliver the Northern Ontario Mining Showcase.

MIRARCO Mining Innovation have participated in the NOMS at both the PDAC and CIM conferences over the last 6+ years. Having attended these conferences for > 15 years, the majority of which we organized our own booth, the transition to participating as part of the NOMS was an excellent choice for us.

Marla Tremblay and her team are incredibly organized and professional in their organization, delivery, on-site support and support services for the NOMS. They have provided an exemplary service that has an excellent value for cost. Having the booth set up and take down provided as a service as part of the fee, removes stress and the need for additional personnel hours. Marla and her team are always available and diligent in addressing any issues, and managing requests. The additional organization of peripheral events including the showcase speaking slots, AV and marketing spotlights, and perhaps one of the best events, the NOMS evening at Steamwhistle brewery is among the most highly attended events.

And finally, the visibility the NOMS provides smaller non-for profits within this space is unparalleled. I wholeheartedly endorse the continued contracting of Mine Connect and Markey Consulting to deliver the NOMS.

Sincerely,



Dr. Nadia Mykytczuk

Nadia C.S. Mykytczuk Ph.D.

President and CEO | PDG
MIRARCO

Interim Executive Director | Directrice générale intérimaire
Goodman School of Mines | École des mines Goodman

Adjunct Professor | Professeure associée
Laurentian University | Université Laurentienne

t. (705) 675-1151 ext. | poste 5110/4832
nx_mykytczuk@laurentian.ca | nmykytczuk@mirarco.org
goodmanschoolofmines.laurentian.ca | mirarco.org
935 chemin du lac Ramsey Lake Rd
Sudbury, ON P3E 2C6



June 12, 2023

Support to Marla Tremblay – President, Markey Consulting in providing the services and coordination of the 2024 Northern Ontario Mining Showcase at PDAC and CIM

To whom this may concern,

For the past number of years, we have been an exhibitor at the PDAC and CIM through the Northern Ontario Mining Showcase (NOMS). Within our N1 Solutions Inc. divisions, in particular N1 Industrial and NORPRO Environmental, our experience at both events was instrumental for us in regard to promoting our products/service and networking with many other Northern Ontario mining and supply companies and potential clients from all over the world.

In addition, the quality speakers throughout the event were very informative and provided excellent intel as to the future and opportunities within the mining sector.

These events were made possible thanks to the generous FedNor funding provided to the City of Temiskaming Shores and the great work of Marla Tremblay – President of Markey Consulting who was coordinated the NOMS pavilions at PDAC since its inception and the NOMS at CIM from 2021-2023. Her dedication to the role has ensured that these events ran seamlessly. The success of the NOMS wouldn't have been possible if it wasn't for her passion for Northern Ontario and her excellent organizational, marketing, and communications skills.

We hope that FedNor continues to support the City of Temiskaming Shores in hosting the 2024 NOMS pavilions at PDAC and CIM and strongly recommend that the services of Marla Tremblay and her team be retained for the coordination of these events.

Best regards,

John Febbraro, MBA

Senior Manager Business Development and Advisory Services

N1 Solutions Inc.



 info@nadf.org
 Orion Building
100 Little Lake Road, Suite 101
Fort William First Nation, ON P7J 0L2
 Tel: (807) 623-5397 TF: (800) 465-6821
Fax: (807) 622-8271
 www.nadf.org

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON P0J 1R0

VIA Email: clerk@temiskamingshores.ca

RE: Letter of Recommendation: Marla Tremblay

To the City of Temiskaming Shores,

On behalf of NADF, it is with great pleasure that I provide this letter of recommendation for Marla Tremblay. NADF has had the opportunity to participate in the Northern Ontario Mining Showcase (NOMS) and various other events that Marla has coordinated and have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla and her team are diligent, extremely detailed oriented, and always within reach. Marla's calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction.

Based on our own participation in multiple editions of the NOMS, I can confidently attest that the growth of the event can be attributed in large part to Marla's involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and we wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

If you require additional information or have specific questions regarding NADF's participation in the NOMS, please do not hesitate to contact Dawn Willoughby, Executive & Marketing Manager, at dwilloughby@nadf.org or (807) 623-5397. Dawn would be more than happy to provide additional insights and share her personal experiences working with Marla.

Sincerely,

Brian Davey
Chief Executive Officer
www.nadf.org



Community Futures Development Corporation
Société d'aide au développement des collectivités



SKILLS TRAINING FOR THE FUTURE

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores

Please accept this letter of recommendation for Marla Tremblay to continue as the Co-Ordinator of the Northern Ontario Mining Showcase at PDAC. NORCAT has been a participant in the NOMS pavilion for many years and we've watched as this pavilion has grown to become the largest supplier showcase at PDAC and a major draw in exposing customers to the wide variety of products and services offered by the Northern Ontario mining supply sector.

Since inception the NOMS has been organized by Marla and it's ongoing success is evidently as a result of her and her team's exceptional attention to detail, logistics/planning, and open communication. Participating in the NOMS pavilion is one of the easiest and cost-effective ways Northern Ontario suppliers can participate at PDAC and ensures that they are not overshadowed by larger organizations who have much larger marketing budgets. The NOMS ensures that Northern Suppliers can make a grand presence at PDAC and benefit from the draw the pavilion as a whole has for all participants.

Over the years Marla has ensured that NORCAT has all the relevant information needed for participation in a timely manner and the NOMS is run with exceptional structure that enables us to focus on our show objectives and leaves the logistics and planning up to Marla and her team. We have never been disappointed, in fact, as the NOMS continues to grow we remain impressed yearly by how well the event is run and managed. Not just planning prior to the event, but during the event Marla has catered to any and every need that we may have and is quick to either assist or connect us with the appropriate personnel who can assist us.

The Northern Ontario Night at the Steam Whistle has also become a flagship social event every year at PDAC. As such, clients are eager to be part of the social event where we gain the opportunity to continue business discussions with clients outside of PDAC business hours. The event is also run extremely well, and has grown substantially since inception. At the 2023 PDAC Northern Ontario Night Marla was able to secure the Premier as a speaker as well as various Ministers which is also a testament to her ability to draw influential people to engage with Northern Ontario suppliers.

In summary I highly support Marla Tremblay to continue as the Co-Ordinator of the NOMS at PDAC as her track record and accomplishments have demonstrated that she is not only suitable for the job, but that she excels at it and cares deeply about its continued success and growth.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Bubba', with a long horizontal line extending to the right.

Jason Bubba

Chief Operating Officer
NORCAT



Norvent

MINE & TUNNEL VENTILATION

June 12, 2023

To Whom It May Concern,

I am writing to recommend Markey Consulting to remain the coordinators of the 2024 NOMS at PDAC and CIM.

We have coordinated our participation in NOMS at PDAC with Marla Tremblay of Markey Consulting for many years. The process has always been hassle free and well organized. The NOMS are well attended by businesses in Northern Ontario as a showcase of the many opportunities available in our area.

Our company was purchased in 2021 and our name was changed to Norvent Mine & Tunnel Ventilation. PDAC was an important facet to have our new name on display. Ms. Tremblay and Markey Consulting assisted with all of the changes required to have our new name showcased. We certainly appreciated all of their assistance.

We would highly recommend Markey Consulting and look forward to working with them in many events in the future.

Kind Regards,

Wendy Brown
Sales & Marketing Coordinator



30 Bayshore Lane North Bay / Corbeil Ontario Canada POH 1K0
john.paige@paigeengineering.com C: 705-845-6256 www.paigeengineering.com

June 27, 2023
Corbeil, Ontario

To Whom it May Concern:

I am writing this letter to proclaim my absolute support for Markey Consulting headed by Marla Tremblay to coordinate the 2024 NOMS at the PDAC and the CIM events. Marla is extremely well organized, her communication skills are superb, and she is an absolute pleasure to work with.

I trust you will take into consideration this letter of support for Markey Consulting when the tender is awarded later this year.

Should you have any questions or would like to speak with me personally, please do not hesitate to call at the numbers below.

Kind Regards,

John Paige, P.Eng.
Paige Engineering Limited
North Bay, Ontario, Canada
C: 705-845-6256
www.paigeengineering.com



CONSTRUCTION

June 21, 2023

PCL Constructors Northern Ontario Inc.

598 Falconbridge Road, Unit 15

Sudbury, Ontario P3A 5K6

Dear Selection Committee:

I am writing this letter to highly recommend Markey Consulting as the successful candidate for the coordination of the 2024 Northern Ontario Mining Showcase (NOMS) at PDAC and CIM. I have had the privilege of working with owner/operator of Markey Consulting Marla Tremblay and her team for the NOMS program since 2019 where they consistently displayed exceptional organizational skills, professionalism, and an unwavering dedication to delivering successful events.

Due to Markey Consulting's previous experience with NOMS, Marla and her team possess a wealth of knowledge and expertise in planning, organizing, and executing these events. Marla is adept at managing all aspects of event coordination, including budgeting, vendor management, logistics, and onsite supervision. Her superior attention to detail and meticulousness in ensuring every element of an event is executed flawlessly are truly commendable.

I have witnessed firsthand Marla's resourcefulness and ability to handle challenges with calmness and grace. She is adept at proactively identifying potential issues and implementing effective solutions to mitigate risks. Her abilities to think on her feet and make quick decisions in high-pressure situations have been instrumental in the smooth execution of numerous NOMS events. Furthermore, she has proven to be a reliable resource for all inquiries and concerns that arose during my participation in the NOMS program. Any questions posed were addressed immediately and answered accurately.

Beyond her technical expertise, Marla consistently exhibits exceptional interpersonal skills. She builds strong relationships with clients, vendors, and stakeholders, earning their trust and respect. With these relationships, Marla has introduced me to relevant contacts who could potentially assist me with my business development goals. Her welcoming demeanor, sophistication, and ability to effectively communicate with individuals at all levels make her a pleasure to work with.

In conclusion, I wholeheartedly recommend Markey Consulting for the role of NOMS Coordinator for 2024 and beyond. She brings a wealth of knowledge, connections, and a strong work ethic to every event she undertakes. Marla is not only a skilled event manager, but also a dedicated professional who consistently goes above and beyond to deliver exceptional results. Because of the great success of previous NOMS programs, I would be very disappointed if Marla and her team were not involved with the management of future events. I have had the comfort of knowing that the events will be well-organized and effortless with Markey Consulting as coordinator.

Please feel free to contact me should you require any additional information or have any further questions about my experiences with Markey Consulting and Marla Tremblay. I am more than happy to provide further insights into her qualifications and work performance. I am confident that she will continue to be an invaluable asset to the NOMS program and ensure the success of future events.

Sincerely,

Anna Frattini
Manager, Business Development & Relationships
705.662.0367
afrattini@pcl.com

TOGETHER WE BUILD SUCCESS



Building Northern Ontario since 1953.

June 21, 2023

To Whom It May Concern,

My name is Matthew Otto and I've been an employee of Rainbow Concrete for 7 years including the role of sales manager for 4 years. I have had the pleasure of coordinating with Marla Tremblay in regards to our annual exhibitor attendance with PDAC since my time with Rainbow Concrete as well as her time with Mine Connect.

I have known Marla to be exceptionally organized, as well as willing and able to adjust to our needs and requests with the NOMS at PDAC and CIM Expo since our time attending the event and, has continuously been not only able to accommodate us but has frequently handled any of our questions in a very timely matter.

We are exceptionally grateful for Marla's assistance, especially for the 2023 season when a last minute unexpected event prevented our company from being in attendance and she adjusted to the change seamlessly and was able to fill the opening without issue.

I would highly recommend that Marla be selected to coordinate the 2024 NOMS at PDAC and CIM Expo due to her extensive experience from previous year's events and the outstanding customer service she has provided to us in the past.

Matthew Otto
Sales Manager
Rainbow Concrete Industries Ltd

June 13, 2023

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

Re: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores,

It is with great pleasure that I write this letter of recommendation for Marla Tremblay. Ronacher McKenzie Geoscience (RMG) has had the opportunity to participate in the Northern Ontario Mining Showcase (NOMS) and various other events that Marla has coordinated, and I have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla and her team are diligent, extremely detailed oriented, responds promptly to all queries and are always within reach. Marla's calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all of the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction.

Based on our own participation in multiple editions of the NOMS, we can confidently attest that the growth of the event can be attributed in large part to Marla's involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and I wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

Should you require any further information or have specific questions regarding our company's participation in the NOMS, please do not hesitate to contact me at 705-919-6110 or Elisabeth.Ronacher@RMGeoscience.com. I am more than happy to provide additional insights and share my personal experiences working with Marla.

Sincerely,



Elisabeth Ronacher, PhD, P.Geo.
Principal Geologist – Ronacher McKenzie Geoscience



RufDiamond LTD.

62 Smelter Road

Coniston, ON, P0M 1M0

Phone: (705) 419-2653

Email: daryl@rufdiamond.com

June 19th, 2023

To Whom It May Concern,

RE: Reference Letter for Marla Tremblay

I am writing to highly recommend Marla Tremblay to coordinate the 2024 NOMS at PDAC & CIM. Marla currently serves as the Executive Director of MineConnect, and I have had the pleasure of working closely with her during her time in this role.

Marla's exceptional skills and dedication have been evident throughout her tenure at MineConnect. Her expertise in marketing and strategic planning has significantly contributed to the success and growth of RufDiamond LTD. Marla's ability to think creatively and strategically has been instrumental in achieving our objectives and strengthening our industry partnerships.

One aspect that sets Marla apart is her extensive network and her excellent reputation in the mining sector. Through her connections and relationships, Marla has opened doors and opportunities for RufDiamond LTD., allowing us to grow significantly in the mining industry. Her ability to foster solid relationships and her deep understanding of the sector have been invaluable in expanding our reach and establishing our presence.

I would like to specifically acknowledge Marla's support and assistance during our participation as a new exhibitor at both the PDAC (Prospectors & Developers Association of Canada) and CIM (Canadian Institute of Mining) conferences. As the President of RufDiamond, I am grateful for Marla's guidance and expertise in navigating these events. Her contributions went beyond logistical coordination, as she played a crucial role in developing impactful marketing materials and presentations that effectively showcased our company's offerings.



Marla's excellent communication skills, leadership qualities, and ability to work effectively in a team environment make her a highly respected and trusted professional. She consistently demonstrates a positive attitude and a willingness to go above and beyond to ensure tasks are completed to the highest standards.

In conclusion, I wholeheartedly recommend Marla Tremblay, the position that oversees and coordinates NOMS at PDAC & CIM. Her outstanding skills, professionalism, and commitment make her an exceptional candidate for this role. Please do not hesitate to contact me if you require any further information or have specific questions.

Thank you for considering Marla Tremblay. I am confident she will continue to be a valued asset to NOMS at PDAC & CIM.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daryl Adams", with a long horizontal stroke extending to the right.

Daryl Adams

President



22 June 2023

City of Temiskaming Shores
325 Farr Drive
Haileybury, ON
P0J 1K0

To whom it may concern,

Re: Reference Letter for Marla Tremblay of Markey Consulting

Sometimes when someone has been instrumental in establishing something as great as the Northern Ontario Mining Showcase ("NOMS") at PDAC, it is important to continue to maintain the momentum.

It has recently come to my attention that the City of Temiskaming shores is seeking bids for the co-ordination of NOMS at PDAC.

Marla Tremblay of Markey Consulting has worked tirelessly for the past few years to establish NOMS at PDAC and consequently, has been instrumental in making it such a huge success. It is unfortunate that the City is considering awarding this contract to anyone but Marla. No one will work as hard and tirelessly for this event as Marla has and no one will work as hard, as she will, to continue to make this event a huge success.

Marla is the face of NOMS. She is extremely personable. Everyone knows Marla and she knows everyone. She also knows the industry and the characters. She can answer any question regarding NOMS and is always willing and eager to help. I have seldom met anyone who is more committed to executing a task. She is one of the hardest working people I have met in my 33-year career.

Marla has been the common thread throughout the NOMS at PDAC, without her the event would not be the success that it is. Some people are replaceable. Marla is not.

I strongly recommend that Marla Tremblay continue to be the co-ordinator for NOMS at PDAC.

Yours truly,

A handwritten signature in blue ink, appearing to read "Maria Story".

Maria Story, P.Eng.
President

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores

It is with great pleasure that on behalf of Symboticware, and personally, I write this letter of recommendation for Marla Tremblay. We have had the opportunity to participate in the Northern Ontario Mining Showcase from its inaugural year to most recently in 2023 and various other events that Marla has coordinated. We have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla has a gift that strikes the perfect balance of corporate structure and process along with her “get-it-done” Northern way. Marla and her team are diligent, extremely detailed oriented, and always within reach. Marla’s calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all of the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction. When called upon directly Marla is always responsive, follows through and accomplishes our requests.

Based on our own participation in multiple editions of the NOMS, we can confidently attest that the growth of the event can be attributed in large part to Marla’s involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and we wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase. At the 2023 NOMS PDAC event, and our company showcase, we were not shy to acknowledge publicly Marla’s tremendous support and the growth of this successful event.

Should you require any further information or have specific questions regarding Symboticware’s participation in the NOMS, please do not hesitate to contact me at 705-562-9317 or kirk.petroski@symboticware.com. I would be more than happy to provide additional insights and share my personal experiences working with Marla.

Sincerely,



Kirk Petroski
Founder & Executive Chairman
Symboticware Incorporated

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores,

We have had the opportunity to participate in the Northern Ontario Mining Showcase for many years, and with that, write this letter of recommendation for Marla Tremblay of Markey Consulting.

I have consistently been impressed by her work with the Northern Ontario Mining Showcase; her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved. Marla and her team are diligent, detailed oriented, and always quick to reply with answers.

Based on our participation in many years of exhibiting at the NOMS, we can confidently attest that the success of the event can be attributed in large part to Marla's involvement and commitment to its success. Her professionalism and dedication to delivering outstanding event experiences combined with her extensive knowledge of the mining community are all reasons we recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

If you require further information or have any questions regarding our company's participation in the NOMS, please contact me on my cell at 705-626-7527 or kpattison@tpsgroup.ca. I am more than happy to share my personal experiences working with Marla.

Kevin Pattison, President / CEO

TPS Group of Companies

June 12, 2023

Subject: Letter of Recommendation for Outstanding Work in Organizing Trade Shows

To Whom It May Concern,

We are writing this letter to express our sincere appreciation for the exceptional work carried out by Marla Tremblay and the entire NOMS team in organizing the PDAC and CIM tradeshow. Their dedication, professionalism, and effort have contributed significantly to the success of these events, making them a valuable experience for all participants.

From the beginning of our collaboration, it was evident that Marla and the NOMS team have the experience and understanding of the intricacies involved in organizing tradeshow. Their attention to detail, strategic planning, and project execution consistently achieves the goal of creating a calm and organized oasis inside of an otherwise chaotic exposition where synergies and comradery can thrive and translate into a unique experience for NOMS exhibitors and attendees.

The networking opportunities they have facilitated have proven to be invaluable, enabling professionals from various sectors to connect, collaborate, and forge relationships.

Marla's leadership and management skills have been instrumental in ensuring that everything runs smoothly during the tradeshow. Furthermore, the team members' professionalism, dedication, enthusiasm, and commitment to making it right are evident in every interaction, contributing to the ongoing success of the tradeshow.

Please accept our continued recommendation for Marla Tremblay and her team's collaboration with NOMS events at the PDAC and the CIM.

Sincerely,

WipWare Team (that attend NOMS events)



Tom Palangio



Thomas Palangio



Andrew Palangio



Chirag Savaliya

Member Update
Summer 2023

CORE REVIEW

MineConnect USA



Greetings from Elko, Nevada! Katie Neddenriep here, your new Strategic Development Director for MineConnect USA. It's been a whirlwind first couple of months, jumping right into meeting our members and preparing for the Elko Mining Expo. I had a wonderful visit to Sudbury & North Bay in mid-May during which I visited with all members of the MineConnect USA cluster. It was exciting and educational to visit facilities and see what each member is doing to make the mining industry safer, more efficient and sustainable. This trip was essential in setting us up for success at the Elko Mining Expo which took place June 5-9. Several member representatives were in attendance and we had many opportunities to share with others who we are and what we do.



Our focus now is on following up with those contacts made during the Elko Mining Expo, staying current on operational activities and development plans of area mines and optimizing collaboration with the Nevada Mining Association, including their convention at Lake Tahoe in early September, as well as looking at regional mining Associations and opportunities to expand our reach throughout the Western United States.

Our Team



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Director
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From all of us at MineConnect, have a wonderful summer!

Working For You
February

November

- **Northern Ontario Roadshow:** Sault Ste. Marie
- **Ask the Expert:** Upcoming Projects in Nevada
- **Ask the Expert:** Recruiting International Candidates



- **Timmins Chamber Luncheon:** Agnico Eagle
- **Northern Ontario Roadshow:** Timmins

January

- **AME RoundUp:** Vancouver



- **Ask the Expert:** Mining Projects in Northern ON & QC
- **AGM** with Magna Mining project update & Hall of Fame Induction of Ross Woodward (The Bucket Shop, Timmins)
- **Northern Ontario Roadshow:** Thunder Bay
- Orillia Chamber Of Commerce: Panel Discussion



March

- **CIM Northgate:** Seafood Mixer
- **PDAC Convention:** Northern Ontario Mining Showcase and panel discussions: *Advanced Mining Projects Across Canada & Hiring Talent from Abroad*
- **Mining4Beer:** Toronto
- Sudbury Chamber Luncheon: Vale
- **NORD Conference:** Sault Ste. Marie
- **Northern Ontario Roadshow:** Sault Ste. Marie
- **Virtual Hiring Event** with ACCES Employment



April

- **Ask the Expert:** The Road to Net Zero - reThink Green
- **MineConnectUSA** Nevada Business Development Mission
- **CIM Northgate:** Luncheon
- **Northern Ontario Roadshow:** North Bay / Mining4Beer
- **Northern Ontario Roadshow:** Winnemucca, NV / Mining4Beer
- **MineConnect** Bus to CIM



May

- **CIM Soiree:** Montreal / Mining4Beer
- **CIM Convention:** Montreal
- German delegation visit
- **MineConnect USA:** visited Sudbury/North Bay
- **Northern Ontario Roadshow:** Sudbury with EDC Economist presentation/Mining4Beer



- **Business Breakfast:** Thunder Bay
- **BEV In-Depth** Sudbury



June



- **Northern Ontario Roadshow:** Timmins / Mining4Beer
- **Canadian Mining Expo**
- **Vale Sudbury:** Open House
- **Ministry of Mines:** Fishing Tournament
- **CIM Timmins:** Golf Tournament

MineConnect Online



MineConnect eNews, provides you with details on all of our events, top industry-news stories, member-news items, and more!

If you or other members of your team should be on the list, scan the QR code below with your device to scribe!



Check out our online Events Calendar to find out what's on! Add your own event(s) to our calendar! Sign in to MineConnect.com and post your mining-related event!

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Your ad can be live in minutes!



Northern Ontario Roadshow networking events are a fun and informal way to reach the mining sector. Hosted in communities throughout Northern Ontario, they're the perfect way to showcase your company in a specific geographic area. Stand out from the crowd!

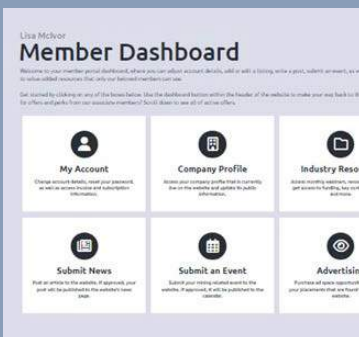
NEW SPONSORSHIP & ADVERTISING PACKAGES ARE COMING SOON!

Scan the QR code with your mobile device to sign up to receive the details as soon as they're confirmed!

Or visit mineconnect.com/article/new-sponsorship-opportunities/ to sign up.



Member Dashboard



Sign in to the member dashboard to: update your member profile; explore the members-only, industry-resources section, which includes the archive of our Ask-the-Expert webinars and other mining-related intelligence; purchase ads on our website; post your mining-related event(s); submit company news for MineConnect eNews; or update your sign-in preferences.

Visit MineConnect.com/access to sign in.

Contact the office if you need help accessing your account. lisa@mineconnect.com or (705) 521-8324 ext. 335.



July 13 – Summer Soirée (Women In Mining , WISE & Covergalls)
July 28 – ‘Bogeys for Bursaries’ Golf Tournament (Calstone & Women In Mining)

August



**MINE
CONNECT**

**Northern Ontario Roadshow
Sturgeon Falls edition**

Guest Speaker:
Kristan Straub
CEO
**RING OF FIRE
METALS**

Thursday, August 24th
Twiggs Coffee Roasters
300 King St, Sturgeon Falls
4:00 to 7:00 p.m.

RSVP today!

Aug. 10 – CIM Sudbury Golf Tournament

Aug. 24 - Northern Ontario Roadshow: Sturgeon Falls

Aug. 25 - CIM Northgate Golf Tournament

Scan this QR code with your mobile device to RSVP for the Northern Ontario Roadshow: Sturgeon Falls edition on Aug. 24th.



September

Sept. 12 – Northern Ontario Roadshow: Thunder Bay / Mining4Beer
Sept. 13 – Cen-Can Resource Expo: Thunder Bay

October

Northern Ontario Roadshow: Sudbury

November

Northern Ontario Roadshow: North Bay (Mining Week)

Education Outreach: North Bay (Mining Week)

Northern Ontario Roadshow: Timmins

In Development

Northern Ontario Roadshows
Outbound Business Development Missions
Inbound Business Development Missions
Business Breakfasts
Media Familiarization Tour
Ask-the-Expert Webinars

For more information about events visit:

MineConnect.com/events

Expression of Interest Survey

2023 - 2024



This survey is ONE multiple choice question. All input is appreciated and will be valuable in providing quality member focused programming.



Northern Ontario Mining Showcase YouTube Links

[Northern Ontario Mining Showcase - Pre-PDAC Promo](#)

[PDAC NOMS 2023 Day One Recap](#)

[PDAC NOMS 2023 Day Two Recap](#)

[Northern Ontario Night at the Steamwhistle](#)

[PDAC NOMS 2023 Day Three Recap](#)

[Northern Ontario Mining Showcase - CIM](#)

[CIM NOMS 2023 Halfway](#)

[Activation Zones at CIM 2023](#)

[CIM NOMS 2023 Recap](#)

**NORTHERN ONTARIO
MINING SHOWCASE**

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



PROJECT REPORT 2023

Canada



Federal Economic Development
Agency for Northern Ontario

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

Temiskaming
Shores

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1.0 EXECUTIVE SUMMARY

1.1 Executive Summary

The ninth annual Northern Ontario Mining Showcase (NOMS) was held from Sunday March 5th through Wednesday March 8th, 2023 as part of the Prospectors and Developers Association of Canada's (PDAC) 2023 convention. With \$745,000 in funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the pavilion project was coordinated by the City of Temiskaming Shores. The showcase provides a unique opportunity for Northern Ontario Mining Supply and Service companies to promote their products and services to an international audience.



International Women's Day - March 8, 2023

With the support of FedNor, the presence of Northern Ontario businesses and organizations has grown significantly, from 32 exhibitors in 2014 to a showing of 110 exhibitors within the Northern Ontario Mining Showcase pavilion in both 2019 and 2020 followed by a virtual event featuring 65 participants in 2021 and 112 for the event held in 2023.

1.2 Quick Facts

Event Name	2023 Northern Ontario Mining Showcase		
Date	March 5 - 8, 2023		
Location	Metro Toronto Convention Centre		
Pavilion Footprint	13,200 sq. ft.		
Total # of PDAC Attendees	23,819		
Summary of Annual Growth	YEAR	SQ. FT.	# OF EXHIBITORS
	2015	5,800	55
	2016	7,600	72
	2017	9,600	90
	2018	9,600	100
	2019	13,200	110
	2020	13,200	110
	2021	virtual	65
	2022	13,200	102
	2023	13,200	112
Profile of NOMS 2023 Exhibitors	TOTAL # of NOMS Exhibitors- 112		
	Indigenous or Metis (Operated / Focused) - 14		
	Women (Operated / Focused) - 14		
	Under 30 - 4		
	Private Sector - 98		
	Not for Profit - 14		
	Incorporated - 79		
	Sole Proprietorship - 18		
	Limited Partnership - 14		
	Incorporated after Jan 2020 - 14		
Geographic Breakdown of NOMS 2023 Exhibitors	North East - 96		
	North West - 12		
	Pan Northern - 4		

The overall goal of the project has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities, and networks. The intent is to demonstrate firsthand that collectively Northern

Ontario firms have the expertise, capacity, and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This continues to enable businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.

2.0 ABOUT THE PROJECT

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

2023 NOMS PROJECT TEAM

Project Lead • James Franks, City of Temiskaming Shores

FedNor Lead • Denise Deschamps, Initiatives Officer

On-site Support

- Denise Hardy
- Brad Hearn
- Jessica Lafreniere
- Amy Vickery
- Ron Begin
- Tallia Damini
- Dana McGill
- Jennifer Whissell
- Giuseppe Buoncore
- Tallia Damini

Event Communications

- Detail Media
- Casa di Media
- Esa Keltamaki - FedNor

Third Party Coordination • Markey Consulting

2.1 Exhibitors

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



2.2 Marketing and Promotion

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



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

3.0 SUMMARY OF FINDINGS

3.1 Measure and Key Performance Indicators

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

Number and type of participants:

It has been reported that 23,819 people attended PDAC in 2023 (up by 6,319 from 2022). By all accounts, traffic within the pavilion, which was located in the North Hall of the was constant, and provided quality leads to exhibitors.

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

Number of businesses and company reps participating in the NOMS:

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

2023 NOMS PARTICIPANT BREAKDOWN	
Total Applicants	127
Ineligible Applicants (did not meet base criteria)	2
Applications deemed ineligible after further review	6
Waitlist	2
Decided not to participate post application	4
Finalized Registrations	112
Cancellations	1

Number of businesses with increased export readiness:

Participating exhibitors that completed the survey indicated the following results:

YEAR	TOTAL VALUE OF SALES GENERATED	JOBS CREATED	NEW PARTNERSHIPS	SQ. FT.
2015	\$3,200,00.00	42	43	5,000
2016	\$47,000,000.00	66	133	7,600
2017	\$8,495,000.00	43	142	9,600
2018	\$30,600,000	179	158	9,600
2019	\$24,800.00	267	320	13,200
2020	\$12,799.00	93	200	13,200
2021	No sales reported from virtual event	26	29	VIRTUAL
2022	\$28,878,346.00	38	221	13,200
TOTAL	\$115,010,945.00	754	1,246	N/A

Efforts are made to communicate with exhibitors at select intervals to evaluate this success factor. To participate in future events companies are obligated to share Return on Investment (ROI) data from previous participation as part of their application. As indicated from survey results provided, 100% of companies generated useful leads and contacts at the 2023 event.

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

Participating communities and organizations increased their knowledge of the type of products and services that are offered by the Northern Ontario Mining Supply and Services sector. Show support staff consisted of representatives from FedNor, the City of Temiskaming Shores, and other organizations from Northern Ontario. The event provided them with an excellent opportunity to increase their knowledge of the industry and strengthen relationships with businesses and organizations from their respective regions. This will improve their ability to promote the region and assist clients in their community with partnership development and the creation of alliances.

Ongoing / Long Term

Long term outcomes will be gauged over the coming months and years. All 2023 participants will be surveyed again based on the following KPI when registering for 2024.

- Number of businesses exporting or increasing export sales
- New markets accessed
- Increase in overall sales
- Physical expansion of business
- Number of jobs created and / or maintained
- Number of new partnerships and alliances created
- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.



3.2 Project Benefits & Outcomes

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

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



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

3.3 Success Factors

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

Value of showcase to participants (satisfaction survey results)

How useful / valuable was this event to your business or organization?	
Extremely useful / valuable	59.45%
Very useful / valuable	37.83%
Moderately useful / valuable	02.27%
Slightly useful / valuable	0.00%
Not at all useful / valuable	0.00%

Approximately how many quality contacts and potential business leads did you generate as a result of this event?	
1-5 useful leads / contacts	27.9%
6-10 useful leads / contacts	32.4%
11-20 useful leads / contacts	23.4%
21-40 useful leads / contacts	09.0%
41+ useful leads / contacts	02.3%
We did not generate any	06.3%

Do you anticipate an increase in your export activities as a result of your participation in the 2023 Northern Ontario Mining Showcase?	
Yes	58%
No	35%

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

registration fee / cost	84.3%
pre-fabricated kiosk and graphics	85.2%
exhibitor manual; FAQ; website; and other communications	59.1%
access / use of boardroom for storage, coats, meetings	29.5%
exhibitor meet & greet (Public Pint House)	46.9%
Northern Ontario Night (Steamwhistle)	72.1%

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

Yes	83%
No	16%

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

Mine permitting challenges and new developments

Heat Treating

Remote Exploration Activities

Small indigenous companies can be successful when in a competition being graded against bigger companies.

Indigenous themed/

Indigenous Women

Northern Ontario majors

EV vehicles

Export and development outside of Canada

Indigenous speaker platform

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

Ability to book temporary people to stay at our booth to allow us time to walk the show

Ability for potential clients to map out their trip to noms and a benefits package as well as marketing materials sent to all interested parties

free Wifi

Have some promotional material for the participating companies on the big screen playing when there are no talks going on

Better wifi, more seating/work areas.

Bigger interactive space

More interactive booths

Food vendors

List of other companies booth numbers with a northern ontario location that aren't a part of noms

A place and company so we can eat lunch and still see our booth

may be better if the stage for the speakers was not in the middle blocking out half of the exhibits from participation

The NOMS puts together some great video content to support the showcase. It would be great if exhibitors had a chance to book time with that crew to produce a quick video segment with them on their business (a FAQ, demo, intro, meet the team etc).

Charter bus from Timmins, north bay, Sudbury

Hotel subsidy

It would be helpful to us as a company to k IQ who is looking for heat treat

Further investment in the showcase design, with bigger screen advertising the companies; new kiosks

Access to refillable water

Transportation and maybe catered food

Please advise if there is a section in the application form where we can make requests... example: we'd like to request our kiosk location near our sister company's kiosk so we can cover each other during breaks & lunch.

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

Yes	58%
No	06%
Maybe	34%

3.3 Key Success Factors

Overall Concept

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

Timing (funding/announcement/planning)

Sourcing and securing funding support has become a much quicker process year over year which results in being able to aim for 110 exhibitors in 2024 and to begin promoting the event immediately after the summer holidays. The City of Temiskaming Shores will be submitting a Phase 1 application for funding for 2024, including a budget that reflects the recommendations herein, in order to adhere to a similar schedule.

Communications

Communications were key to attracting positive attention. FedNor communication staff members were engaged in the planning process from the outset which resulted in additional media coverage and the inclusion of the NOMS on several tours and partner programs /schedules. The enhanced social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The services of a professional digital marketing firm were contracted to capture and post images, video clips, exhibitor testimonials, presentations, panels, and special events. This content provided quality material for pre-onsite and post-event marketing efforts. Engaging exhibitors in the process by providing them with a digital marketing plan listing our NOMS-specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The assets developed as part of this program will be used throughout the year for ongoing

promotion. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. [Click here](#) for details on the effectiveness of this enhanced social media presence.

Venue

Having a well-designed pavilion layout, including the addition of large backlit graphics, an enhanced video wall, touch screens for wayfinding and interesting structures projected the North as being very professional and unique. The dedicated funders kiosk manned by FedNor staff was also of great value, seeing a steady stream of people inquiring about various funding programs to support their businesses. The combination of exhibitor kiosks, along with the complimentary coffee in the café and seating was successful in providing the perfect atmosphere for mixing business and pleasure, thus helping to not only draw people in but also encourage them to stay longer and visit with exhibitors.

Planning Team & Onsite Support Staff

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide support at the event itself in addition to promoting the pavilion on site. As the event has grown, so has the need for onsite support staff. Over and above planning team members, several individuals provided onsite support in 2023. Their role consisted of various tasks including but not limited to assisting exhibitors with their booth set up, helping visitors with touch screens, providing funding information, coordinating presenters and AV for speaker series, welcoming government representatives, assisting with the show set up and tear down, assisting with exhibitor sign-in, etc...



Coordination

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

Program

The 2023 event featured a speaker series within the pavilion which included an industry-led panel, a new business launch, as well as various presentations by exhibitors, funding partners, and individuals representing select non-exhibiting organizations. These resulted in drawing attendees to the Showcase while providing both promotional and capacity-building opportunities for NOMS exhibitors. In addition to the speaker series, a ribbon cutting was held with various political figures taking the time to attend and participate. The NOMS was honored to welcome the following:

- The Honourable Patti Hadju, Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario
- Karen Rees, Second Vice President of PDAC
- Jeff Laferriere, Mayor - City of Temiskaming Shores

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



Boardroom & Meeting Space

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

Website

The northernontariomining.com includes sections geared not only to NOMS exhibitors but also to attendees. The website is an excellent tool for promoting the event and serves as a one-stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, downloadable exhibitor manuals from current and previous events, an image gallery, videos as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

Partner Collaboration

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

Complementary Events

Events which encouraged networking outside of show hours were very beneficial to the exhibitors. (Note: although these events are not directly FedNor funded, they have a positive impact on the NOMS and are therefore worthy of noting) These included an offsite informal exhibitor and committee meet & greet on the evening prior to the show start as well as Northern Ontario Night, which is a hospitality event where Northern Ontario Mining Showcase exhibitors can invite clients and contacts to attend. Over 1400 people attended the latter in 2023.

NOMS Interactive Touch Screens

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

4.0 Recommendations

Every year, the NOMS planning team and onsite support staff hold a post-event debrief to identify potential areas for improvement. The following consists of the list of recommendations from 2022 that were addressed along with the outcome in 2023.



Recommendations from 2022

Recommendation	Outcome
Create an onsite meeting space within the pavilion	An onsite meeting space was included and well utilized; it is recommended to keep this feature in future years
Resume interactive exhibits on pavilion floor	A total of 7 interactive spaces were included in the NOMS in 2023
Dedicate a volunteer to manage show staff on day 1 of event	Tasks and training were clearly outlined

Streamline onsite exhibitor registration to include stations for PPE etc..	PPE was managed at a dedicated NOMS station near PDAC registration - this system worked well and should be repeated
Purchase additional toe-caps for set up in various sizes, include sign in and sign out sheet	This was incorporated and well received.
Reduce number of printed directories while providing online version via QR code to limit paper and waste	The number was reduced
Provide additional training/ guidance for exhibitors to pre-arrange meetings and promote their presence	Some additional guidance was provided, however, it is recommended that a web-based training session be undertaken in the weeks leading up to the event to educate exhibitors on the show planning process, use of digital media tools, and other logistical topics.
Feature USA semiautonomous Boston Dynamics robot dog again in 2023	Done, however, must purchase a booth in the future.
Revisit student program and international delegation program to determine value and approach	The student program was not successful this year due to changes in the process. Several international delegations visited the NOMS including various representatives who spoke during the speaker series.
Consider branded refillable bottles swag for exhibitors (promo + environmentally friendly)	Lack of budget for this in 2023 - consider incorporating in 2024

Recommendations for 2024

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at PDAC in 2024. To ensure ongoing interest and maintain quality, the target number of participants will remain at a maximum of 110 exhibitors, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period.

To ensure the continuing success of the event, below are recommendations for 2024:

- Keep the NOMS registration kiosk for PPE management, however, place it on the South side of registration and have it removed at noon on Sunday
- Bring a microwave for the boardroom for show staff and exhibitors
- Potential re-consideration of meet and greet event; participation seems to be declining
- Order additional garbage receptacles and increase associated cleaning service
- Ensure all furniture is consistent (e.g. stools with backs)
- Further communicate information about onsite meeting room availability
- Ensure consolidation of the meeting room calendar with one point of contact
- Store all handouts and inventory in one location
- Purchase new hanging banners x 2
- FedNor to cover costs associated of their presence in the Canada pavilion or any other presence outside of the Northern Ontario Mining Showcase pavilion

Recommended discussion items with MTCC and PDAC:

- Discuss group discount pricing with MTCC for WIFI
- Discuss discount material handling fees for interactive display equipment
- Request additional visibility of Trade Show North in the South building (e.g. Signage, listings, etc.)
- Request that some technical sessions be relocated to the North Hall (e.g. indigenous program or other)
- Enhanced food services for exhibitors (e.g. sandwich cart)
- Foyer digital signage - change to Northern Ontario Mining Showcase 110 exhibitors (specify and remove City)



5.0 APPENDICES

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

- Exhibitor Manual
- Exhibitor Directory
- NOMS Digital Campaign Report
- NOMS 2023 Video and Photo Gallery (*digital version only*)

The Corporation of the City of Temiskaming Shores

By-law No. 2023-096

Being a by-law to enter into an agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Canadian Institute of Mining Convention (CIM) for 2024, 2025 and 2026

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

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

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

Whereas Council considered Administrative Report No. CS-032-2023 at the August 8, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with MineConnect to provide event management services for the Northern Ontario Mining Showcase at the Canadian Institute of Mining Convention (CIM) for 2024, 2025 and 2026, at a rate of \$450 per exhibitor plus applicable taxes, pending funding approval from Fed Nor, for consideration at the August 8, 2023 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with MineConnect to provide event management services the Northern Ontario Mining Showcase at the Canadian Institute of Mining Convention (CIM) for 2024, 2025 and 2026, 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.

Read a first, second and third time and finally passed this 8th day of August, 2023

Mayor

Clerk



Schedule “A” to

By-law No. 2023-096

Agreement between

The Corporation of the City of Temiskaming Shores

and

MineConnect

For event management services at the CIM Event for 2024,
2025 & 2026



July 6, 2023

The City of Temiskaming Shores
Attn: Kelly Conlin, Clerk
325 Farr Drive
Haileybury, Ontario P0J 1K0

Re: RFP CS-RFP-002-2023

Dear Mrs. Kelly Conlin:

It is with great enthusiasm that MineConnect, in partnership with Markey Consulting, submits a proposal to the City of Temiskaming Shores, Lead applicant, for the coordination and management of the Northern Ontario Mining Showcase (NOMS) events at CIM taking place in 2024, 2025 & 2026.

Given our project team's extensive knowledge of the mining landscape in Northern Ontario and expertise in coordinating large trade shows and other events, we truly believe that we provide a significant value proposition and offer the following competitive advantages:

- Direct connection to Northern Ontario's mining supply and services sector
- First-hand experience and knowledge of the Northern Ontario Mining Showcase, both in the role of exhibitor and of coordinator
- Vast network of contacts within the domestic and international mining community
- Significant experience working with regional stakeholders including federal, provincial, and municipal governments, agencies, sector associations, and media
- Extensive experience in sourcing, managing, and reporting on public funds
- Extensive experience in trade show and event coordination and planning
- Significant marketing and communications experience and knowledge
- Fluently bilingual team member
- Participation as exhibitors in dozens of domestic and international trade shows (B2B and consumer)
- Passion and genuine wish for the growth and success of the region, the sector, and of the NOMS

In closing, we sincerely hope that you keep this last line top of mind during your evaluation. We cannot emphasize to what degree we feel we have a personal stake in this project. Many hours, over many years, have been dedicated by members of our team to the growth and evolution of the NOMS and we are extremely excited at the opportunity to continue to work with colleagues and partners to play such a key role in the ongoing success of this noteworthy project.

Sincerely on behalf of the project team,

A handwritten signature in black ink, appearing to read 'Marla Tremblay', is written over a light blue horizontal line.

Marla Tremblay, Executive Director
MineConnect

**City of Temiskaming Shores
CS-RFP-002-2023
Northern Ontario Mining Showcase Event Coordination at
CIM 2024 to 2026**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, MineConnect Supply & Services Association
(Registered Company Name/Individuals Name)

Of, 1545 Maley Drive Sudbury Ontario P3A 4R7
(Registered Address and Postal Code)

Phone Number: 705 499 6267 Email: tremblay@mineconnect.com

We/I hereby offer to enter into an agreement for the goods and/or services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Contract budget (+HST) \$ 13,500

Per Business Rate (+HST) \$ \$450

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: Marla Tremblay

Title: Executive Director

Signature: *Marla Tremblay*

Date: July 6, 2023

Form 1 to be submitted.

**City of Temiskaming Shores
CS-RFP-002-2023
Northern Ontario Mining Showcase Event Coordination at
CIM 2024 to 2026**

Non-Collusion Affidavit

I/ We MineConnect Supply & Services Association 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: 503 Champagne Rd this 6 day of July 2023, 2022.
~~Sturgeon Falls, ON P2B 2L9~~

Bidder's Authorized Official: Marla Tremblay

Title: Executive Director

Signature: *Marla Tremblay*

Date: July 6, 2023

Form 2 to be submitted.

**City of Temiskaming Shores
CS-RFP-002-2023
Northern Ontario Mining Showcase Event Coordination at
CIM 2024 to 2026**

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: 503 Champagne Rd this 6 day of July 2023, 2022.
Sturgeon Falls, ON P2B 2L9

Signature:

Marla Tremblay

Bidder's Authorized Official:

Marla Tremblay

Title:

Executive Director

Company Name:

MineConnect Supply & Services Association

Form 3 to be submitted.



Northern Ontario Mining Showcase Event Coordination at CIM 2024 to 2026

RFP: CS-RFP-002-2023

DATE: July 6, 2023

CLIENT: City of Temiskaming Shores

TEAM: MineConnect & Markey Consulting

LEAD: MineConnect

ADDRESS: 1545 Maley Drive, Sudbury, ON P3A 4R7

PHONE: 705-499-6267

PROJECT MANAGER: Marla Tremblay

NORTHERN ONTARIO
MINING SHOWCASE | **SALON MINIER**
DU NORD DE L'ONTARIO



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Appendix B – [MineConnect Spring 2023 Activity Report](#)

Appendix C – [Links to videos from past NOMS and Northern Ontario Night events](#)

Appendix D – [NOMS at CIM Report 2023](#)

CONTACT INFORMATION

MineConnect
1545 Maley Drive
Sudbury, Ontario
P3A 4R7

Contact: Marla Tremblay – Executive Director

Phone: 705-499-6267

Email: tremblay@mineconnect.com

URL: www.mineconnect.com

BACKGROUND & SCOPE OF WORK

In their efforts to support and grow the regional economy, the City of Temiskaming Shores and its funding partner, FedNor, are working to strengthen the Mining Supply and Services (MSS) sector in Northern Ontario. A key initiative that has been undertaken to achieve this is the coordination of a pan-northern MSS-based pavilion at the CIM Annual Convention and Expo, dubbed the Northern Ontario Mining Showcase (NOMS). The goal of the NOMS is to provide a unique opportunity to Northern Ontario MSS companies to promote their products and services to an international audience while demonstrating firsthand that collectively Northern Ontario firms have the expertise, capacity, and infrastructure to service the requirements of various small and large-scale mining projects.

In order to ensure the continued success of the NOMS event, the City is currently seeking the services of a qualified team to coordinate the pavilion in 2024, 2025, and 2026, thus building on the exceptional work done in years past. The role of the coordinator will include pre-event planning and logistics, budget development, exhibitor recruitment and management, material and tool development, marketing and promotion assistance, on-site logistics and troubleshooting, communications, project administration, and reporting. The team will also provide expertise and recommendations on how to further attract and support exhibitors, drive attendee traffic to the pavilion as well as generate enhanced visibility for Northern Ontario's MSS sector.



PROJECT TIMELINE

The following is a proposed schedule for the planning and implementation of the Northern Ontario Mining Showcase at CIM for 2024. Note that the timeline outlined below (Year 1) is based on a combination of information in the Request for Proposal Scope of Work and the team's first-hand experience coordinating the event.

Milestone	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24
Kick-off meeting with the Project Committee										
Complete Phase 2 application for FedNor funding on behalf of the City										
Develop exhibitor lead list										
Update website content										
Update online exhibitor application forms and platform										
Secure accommodations room blocks										
Develop RFP for selection of printing firm										
Exhibitor recruitment										
Design pavilion set-up and layout										
Exhibitor applications and registrations										
Social and digital media deployment and support of exhibitor's digital presence										
Allocate booth numbers										
Develop and Distribute Exhibitor Manual										
Develop content for exhibitor directory										
Design and format exhibitor directory										
Source and coordinate video wall content										
Acquire exhibitor graphics; coordinate poster design and printing										
Coordinate venue logistics (e.g. AV; staging; schedule etc...)										
Promotion of event (emails; articles; etc...) to attract attendees/visitors										
Survey development (showcase; sales; delegations)										
Develop volunteer schedule										
Coordinate onsite logistics to support organizations and businesses of the mining supply and services sector from Northern Ontario;										
Event evaluations and reporting										

*Items highlighted in green are not part of the scope of work as outlined in the RFP however we have the in-house expertise to provide said services at additional cost which can be negotiated as part of the overall contract.

ABOUT MINECONNECT

[MineConnect](#) is a pan-northern non-profit industry association governed by a volunteer Board of Directors, all of whom represent a private sector firm operating within the region's mining supply and services sector. Our primary objective is to help grow and strengthen businesses and organizations within Northern Ontario's MSS sector by connecting the mining ecosystem. Our vast network includes mine operators, OEMs, suppliers, academia, associations, media, as well as municipal, provincial, and federal governments from across the globe. We provide support, advice, and access to domestic and international mining markets through the provision of market intel, promotional activities, special projects, and events.

Our Executive Director is Marla Tremblay, President of [Markey Consulting](#). Marla is a bilingual certified economic developer with strong ties and established relationships with stakeholders from both the public and private sectors. She has significant event coordination experience which has clearly been demonstrated by the multiple successful events that MineConnect has hosted and participated in since her tenure with the organization. These events consist of both independently run and committee-based projects including conferences and conventions, trade shows, grand openings, AGMs, symposiums, focus groups, workshops, hospitality events, and business missions.

TEAM MEMBER EXPERIENCE AND QUALIFICATIONS

Marla Tremblay – Project Lead

As project lead, Marla brings over 25 years of experience in business and economic development. She has strong ties and established relationships with stakeholders from both the public and private sectors throughout Northern Ontario. Her varied experience has led to the acquisition of in-depth knowledge and expertise in strategic planning, project management, partnership development, business growth, marketing, communications, and event management. Marla has been participating in and organizing domestic and international trade shows since 1997.

Of special note, Marla, through her company [Markey Consulting](#), has been coordinating the award-winning [Northern Ontario Mining Showcase](#) (NOMS) at PDAC since its inception in 2014. While Marla has undertaken the majority of the coordination and logistics for the event, she has worked closely with the project committee on planning, exhibitor selection, promotion, and on-site management. Under the leadership of the committee, and with Marla's guidance, the NOMS has seen incredible growth, becoming the largest exhibit at PDAC, showcasing 112 exhibitors in 2023. Marla not only assists the exhibiting companies, but also organizes a number of special programs including a speaker series, international delegations, student tours, and interactive hands-on exhibits.



Lisa McIvor - Logistical Support & Promotion

Lisa McIvor is the Marketing & Communications Coordinator for [MineConnect](#) where she produces strategic communications for MineConnect's members; coordinates effective networking events, and keeps the office of this high-achieving organization running smoothly.

With nearly 30 years of experience in communications, marketing and event coordination, Lisa has a proven track record of leading successful marketing/fundraising campaigns and special events that surpass expectations. Past clients include: Science North, The Sudbury Dragon Boat Festival, Cinéfest Sudbury International Film Festival, and the Toronto Symphony Orchestra. Lisa is a graduate of Ryerson University's (now TMU) Radio & Television Arts program.

Heather Johnston – Exhibitor Support & Communications

Currently employed as the Business Development Manager at [Markey Consulting](#), Heather holds lead communications roles with various organizations such as MineConnect, CIM Northern Gateway and Women in Mining Sudbury. She has experience with the [North-ern Ontario Mining Showcase](#) both as an exhibitor and coordination support. An artist and graduate of a three-year Graphic Design program, Heather is a creative problem solver and skilled communicator that has spent the past 14 years working alongside engineers and inventors in the global mining industry. With strong leadership skills, she has established marketing departments, coached staff, enhanced client relationships, and worked closely with internal and external teams to achieve major corporate goals. In addition to her aforementioned role, Heather is a dedicated part-time Canadore College professor, committed to inspiring other artists to explore opportunities in mining.

FEES SCHEDULE*

Proposed Fees: \$13,500 at \$450 per registered NOMS exhibitor (estimated to be 30 for 2024)

- Fees include all services listed herein as well as project management and telephone calls with client, and vendor liaison time. All applicable taxes, design, printing, venue, and/or other associated costs are extra.
- Additional disbursements such as event registration fees, travel and accommodations to event (max of 2 (two) team members), and travel to committee meetings are extra and must be reasonable expenses as approved by the NOMS Committee budget.

*Additional services such as graphic design (e.g. exhibitor directory, posters, signage) and social media advertising are also available through the MineConnect team. These and any other additional services can be discussed prior to the commencement of the work.

RELEVANT PROJECTS & REFERENCES

Below is a sample of our experience as it directly relates to the proposed project herein.

Project	Description	Reference
MineConnect Event Series (2019 - present)	<p>MineConnect has coordinated and continues to host numerous successful events for the mining community including, but not limited to:</p> <ul style="list-style-type: none"> • Northern Ontario Road Show Events • Ask the Expert Webinars • Annual General Meeting Events • Business Breakfasts • Inbound and Outbound Business Development Missions • Networking Receptions • Industry Presentations and Panels <p>mineconnect.com</p>	<p>Todd Domney Managing Partner, Sumac Geomatics tdomney@sumacgeo.ca (807) 577-6641</p>
<p>NOMS at PDAC (2014 - 2023)</p> <p>NOMS at CIM (2021 - 2023)</p>	<p>Marla Tremblay, in her role as President of Markey Consulting, has been contracted to manage and coordinate all aspects of this pan-northern pavilion since its inception.</p> <p>In addition to coordinating in-person events, Marla also managed the virtual editions of both the NOMS at PDAC and CIM during Covid-19.</p> <p>northernontariominning.com</p>	<p>Chris Oslund CAO Coleman Township (former CAO of City of Temiskaming Shores) toc@colemantownship.ca (705) 679 - 8833 See the appendices for a link to letters of support from past NOMS exhibitors.</p>
Northern Ontario Night at PDAC 2014 - present	<p>Marla has been contracted by the City of Temiskaming Shores since 2013 to coordinate Northern Ontario Night, a networking event that takes place annually during PDAC. Playing host to over 1400 guests in 2023, (including the likes of Premier Doug Ford and several members of Cabinet), this sponsor-supported hospitality night, which features all things Northern Ontario, has become one of the “can’t miss” events of the PDAC Convention.</p> <p>2023 Northern Ontario Night</p>	<p>James Franks Economic Development Officer, City of Temiskaming Shores jfrank@temiskamingshores.ca (705) 672 - 3363 ext. 4137</p>

APPENDIX



APPENDIX

Appendix A – [Exhibitor letters of support](#)

Appendix B – [MineConnect Spring 2023 Activity Report](#)

Appendix C – [Links to videos from past NOMS and Northern Ontario Night events](#)

Appendix D – [NOMS at CIM Report 2023](#)

06.12.2023

To Whom it may concern,

In 2018, shortly after taking over A-1 Blasting Mats, I first met Marla Tremblay at PDAC and learned that she had co-ordinated the attendance for close to 110 exhibitors in the North Hall of the Toronto Convention Centre, for the NOMS Exhibition.

I have attended a number of trade shows in my career as an entrepreneur and my personal and professional impression of Marla and her team has always been exceptional. Frankly, her team was so well organized, I once asked her how she did it.

Everything was coordinated so well that we literally only had to show up and register. Marla has always had everything ready and had covered all the details down to having badges prepared, PPE when we had to go onto the show floor to put up our rollup banner, and various tickets to events. During the show, any questions were always promptly attended to and we were introduced to anyone she was around when we saw her at the show. A perfect Ambassador for the North.

Our continued participation in the PDAC event is always a pleasure when we know that someone who cares as much as Marla does, is in charge of the coordination. She makes it a personal mission to help each and every exhibitor, yet makes you feel as though you are the only one exhibiting. That level of interaction with the exhibitors is something that not many people or companies have.

I would highly recommend that Marla and her company Markey Consulting be re-engaged for the PDAC NOMS Co-ordination and would welcome anyone to call if there are any questions.

Sincerely,



Kevin Fitzgerald
Vice President, Global Sales

Learn More At
www.B2Bii.com



Date: 26 June 2023
To: Marla Tremblay, President
Markey Consulting
From: Blue Heron Environmental
Subject: Letter of Support – PDAC 2024

Dear Mrs. Tremblay,

We at Blue Heron Environmental have been participants at the Northern Ontario Mining Showcase (NOMS) at PDAC since 2018, and we are pleased to offer a letter of support for your bid to again organize the event in 2024.

One of the key characteristics of an effective coordinator is responsiveness. Mrs. Tremblay has always been generous with her time and highly organized. We appreciate a coordinator who returns phone calls and/or emails in a timely manner. Over the last few years, I cannot recall a single instance where Mrs. Tremblay has not been readily available to answer questions or provide support.

We also feel that Markey Consulting rose to the challenge presented by the recent pandemic. Participating in the showcase virtually was less than ideal, but we well felt fully supported by Mrs. Tremblay as we navigated through setting up our online showcase.

Again, it is our privilege to endorse Markey Consulting as the coordinator for NOMS 2024. We look forward to seeing you there.

Kind Regards,

Nathan Towsley
Communications Specialist
Blue Heron Environmental



CANADIAN EXPLORATION SERVICES LTD

TM

P.O. Box 219, 14579 Government Road, Larder Lake, Ontario, Canada, P0K 1L0
Tel: 705-643-2345 Fax: 705-643-2191 info@cxsltd.com www.cxsltd.com

June 13, 2023

To: To whom it may concern

Re: Markey Consulting and the NOMS at PDAC

I have written this letter to support Marla Trembley and her company Markey Consulting in their efforts to continue coordinating the Northern Ontario Mining showcase at the annual PDAC tradeshow in Toronto.

Since its inception, we have enjoyed working with Marla as an exhibitor in the NOMS. My staff has had nothing but positive interactions, and we have found the entire showcase to be exceptionally well organized, from the tradeshow floor to the evening social events. Under her guidance, NOMS has grown considerably, exposing northern businesses to opportunities that otherwise likely would have yet to materialize. The social evening is one of the most in-demand events at the conference, and her team has done a fantastic job of obtaining funding from industry partners to pull off an exceptional event.

In short, we hope to continue to work with Marla and her team and exhibit NOMS. Her connections in Northern Ontario pay off each year, and we expect the showcase to grow under her watch. If one wishes to continue to have an above-average event, please continue to work with Marla!

I can be reached at 705-643-2345 x222, via mobile at 705-643-6094 or by email at david@cxsltd.com should you require additional information.

Best Regards

A handwritten signature in black ink, appearing to read 'D. LaRocque', is written over a horizontal line.

David LaRocque
President



Fabrithane Industrial Products Inc.

www.fabrithane.com

Tel: 705-563-2223

Fax: 705-563-8201

June 14th, 2023

To whom this may concern,

I am thrilled and pleased to recommend Marla Tremblay from Markey Consulting to be the one to coordinate the 2024 NOMS at PDAC and CIM. I have had the pleasure of knowing Marla for many years while attending these events. The grace she possesses as she handles the enormous amount of stress while organizing these events is nothing short of astonishing.

Marla has been outstanding and has done an exemplary job at planning and organizing these events since the beginning. She has always done an incredible job making sure all is in order and easy for all exhibitors to attend these events. Her communication and willingness to help everyone, including ourselves has made the PDAC and CIM very enjoyable trade shows to be at. Marla is the type of person you can count on for anything. Her dedication, positive attitude, friendly personality and work ethics are first-class. It is always a delight working with Marla and I personally wouldn't want anyone else coordinating these events.

With that being said, I am highly confident in my recommendation and believe Marla is the best candidate for the job.

Should you have any further questions, feel free to reach me at 705-563-2223.

Sincerely,

Marc Perreault
General Manager

marc.perreault@fabrithane.com



6, 10th Avenue North Earlton, Ont. P0J 1E0

www.fabrithane.com



June 14, 2023

To the City of Temiskaming Shores,

Re: Letter of Recommendation – Marla Tremblay – Markey Consulting

I am writing to provide a recommendation for Marla Tremblay and her team at Markey Consulting regarding their exceptional work in organizing and running the Northern Ontario Mining Showcase (NOMS) at both the PDAC and the CIM.

Since our initial participation in the NOMS, we have witnessed its remarkable growth and transformation into the prestigious event it is today. From our earliest memories of setting up a table and banner display in the Steam Whistle, where the crowds were so immense that navigating became a challenge, to our involvement in the inaugural NOMS at the CIM a few years ago, we have seen the event evolve significantly.

Marla and her team have demonstrated their ability to tackle the immense complexities of organizing an event like NOMS with apparent ease. The sheer number of tasks that need to be accomplished and questions that need to be answered is staggering, yet Marla handles everything with utmost professionalism. The documentation provided to attendees is exemplary, and the event itself operates with impeccable precision, reminiscent of a well-oiled military operation. Marla and her team have always been accessible, approachable, and eager to address any queries. Their dedication and expertise are integral to the success of NOMS as it exists today; without them, it is doubtful that the event would have reached its current stature.

Drawing from my personal experiences of interacting and collaborating with Marla, I wholeheartedly recommend her continued involvement in planning and organizing the Northern Ontario Mining Showcase. I have witnessed other regional events in Ontario lose momentum and fade away when key individuals were no longer part of the equation. It would be an unfortunate loss if Marla and Markey Consulting were not entrusted with the management and coordination of the NOMS events.

I strongly urge the City of Temiskaming Shores to recognize Marla Tremblay's invaluable contributions and support her ongoing involvement in the Northern Ontario Mining Showcase. Her passion, expertise, and unwavering commitment are instrumental in ensuring the continued success and growth of this exceptional event.

Please feel free to contact me at 705-492-6260 or troy.williams@iring.ca should you require any further information or have any specific questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Troy Williams", written over a horizontal line.

Troy Williams, P.Eng.

President/Mining Engineer

T: [1 \(705\) 840-6002 x 237](tel:17058406002x237)

F: [1 \(705\) 840-6001](tel:17058406001)

E: troy.williams@iring.ca W: www.iring.ca



Michael Gribbons
President, CEO & Co-founder
Maestro Digital Mine
87 Magill Street
Sudbury, ON, P3Y 1K6
June 14, 2023

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

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

Subject: Letter of Recommendation for Markey Consulting

To Whom It May Concern,

I am writing this letter to provide my enthusiastic recommendation for Marla Tremblay and her team at Markey Consulting to continue coordinating the Northern Ontario Mining Showcase events in 2024. As an exhibitor and participant in the showcase, Maestro Digital Mine has had the pleasure of working closely with Markey Consulting for years, and their exceptional coordination and support have greatly contributed to the success of our participation.

Markey Consulting has consistently demonstrated outstanding event coordination skills, going above and beyond to ensure that all exhibitors receive the necessary support and assistance throughout the planning and execution of the Northern Ontario Mining Showcase. They have provided invaluable guidance and assistance in various aspects, such as booth planning, shipping logistics, and other important details that exhibitors may not be well-versed in. Their attention to detail and commitment to excellence have greatly alleviated the logistical burdens on our team, allowing us to focus on presenting our products and engaging with attendees effectively.

One area where Markey Consulting has particularly excelled is in their expertise in leveraging social media channels to promote the Northern Ontario Mining Showcase. They have provided us with comprehensive guides on how to showcase our participation on different platforms, which has significantly increased our reach and engagement with our target audience. Additionally, Markey Consulting has assembled a highly competent team dedicated to the promotion of the event, ensuring that our brand and products receive maximum exposure. Their responsiveness to inquiries has been remarkable, with near-instantaneous responses that demonstrate their commitment to exceptional customer service.

Furthermore, Markey Consulting introduced a novel concept called Activation Zones during the PDAC and CIM events in 2023, which allowed exhibitors to create interactive displays. This innovative approach attracted a substantial increase in foot traffic and provided attendees with a unique and engaging experience. We firmly believe that the introduction of Activation Zones played a significant role in the success of the events, and we commend Markey Consulting for their ingenuity and willingness to think outside the box.

In conclusion, we are delighted to have had the opportunity to work closely with Markey Consulting as the event coordinator for the Northern Ontario Mining Showcase. Their professionalism, expertise, and dedication to delivering exceptional results have made them an invaluable asset to our participation in these events. We wholeheartedly recommend Mrs. Marla Tremblay and Markey Consulting to continue coordinating the Northern Ontario Mining Showcase events in 2024, and we eagerly look forward to collaborating with them in the future.

Thank you for considering our recommendation. Should you require any further information or assistance, please do not hesitate to contact me.

Yours sincerely,



Michael Gribbons

President, CEO & Co-founder
Maestro Digital Mine

Michael.gribbons@maestrodigitalmine.com
+1 705 805-6918 Ext. 203.

June 26th, 2023

To Whom it May Concern, City of Temiskaming Shores

Re: Bid for delivering the Northern Ontario Mining Showcase (NOMS)

I am writing this letter in support of Markey Consulting and Mine Connect as the vendor of choice to deliver the Northern Ontario Mining Showcase.

MIRARCO Mining Innovation have participated in the NOMS at both the PDAC and CIM conferences over the last 6+ years. Having attended these conferences for > 15 years, the majority of which we organized our own booth, the transition to participating as part of the NOMS was an excellent choice for us.

Marla Tremblay and her team are incredibly organized and professional in their organization, delivery, on-site support and support services for the NOMS. They have provided an exemplary service that has an excellent value for cost. Having the booth set up and take down provided as a service as part of the fee, removes stress and the need for additional personnel hours. Marla and her team are always available and diligent in addressing any issues, and managing requests. The additional organization of peripheral events including the showcase speaking slots, AV and marketing spotlights, and perhaps one of the best events, the NOMS evening at Steamwhistle brewery is among the most highly attended events.

And finally, the visibility the NOMS provides smaller non-for profits within this space is unparalleled. I wholeheartedly endorse the continued contracting of Mine Connect and Markey Consulting to deliver the NOMS.

Sincerely,



Dr. Nadia Mykytczuk

Nadia C.S. Mykytczuk Ph.D.

President and CEO | PDG
MIRARCO

Interim Executive Director | Directrice générale intérimaire
Goodman School of Mines | École des mines Goodman

Adjunct Professor | Professeure associée
Laurentian University | Université Laurentienne

t. (705) 675-1151 ext. | poste 5110/4832
nx_mykytczuk@laurentian.ca | nmykytczuk@mirarco.org
goodmanschoolofmines.laurentian.ca | mirarco.org
935 chemin du lac Ramsey Lake Rd
Sudbury, ON P3E 2C6



June 12, 2023

Support to Marla Tremblay – President, Markey Consulting in providing the services and coordination of the 2024 Northern Ontario Mining Showcase at PDAC and CIM

To whom this may concern,

For the past number of years, we have been an exhibitor at the PDAC and CIM through the Northern Ontario Mining Showcase (NOMS). Within our N1 Solutions Inc. divisions, in particular N1 Industrial and NORPRO Environmental, our experience at both events was instrumental for us in regard to promoting our products/service and networking with many other Northern Ontario mining and supply companies and potential clients from all over the world.

In addition, the quality speakers throughout the event were very informative and provided excellent intel as to the future and opportunities within the mining sector.

These events were made possible thanks to the generous FedNor funding provided to the City of Temiskaming Shores and the great work of Marla Tremblay – President of Markey Consulting who was coordinated the NOMS pavilions at PDAC since its inception and the NOMS at CIM from 2021-2023. Her dedication to the role has ensured that these events ran seamlessly. The success of the NOMS wouldn't have been possible if it wasn't for her passion for Northern Ontario and her excellent organizational, marketing, and communications skills.

We hope that FedNor continues to support the City of Temiskaming Shores in hosting the 2024 NOMS pavilions at PDAC and CIM and strongly recommend that the services of Marla Tremblay and her team be retained for the coordination of these events.

Best regards,

John Febbraro, MBA

Senior Manager Business Development and Advisory Services

N1 Solutions Inc.



 info@nadf.org
 Orion Building
100 Little Lake Road, Suite 101
Fort William First Nation, ON P7J 0L2
 Tel: (807) 623-5397 TF: (800) 465-6821
Fax: (807) 622-8271
 www.nadf.org

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON P0J 1R0

VIA Email: clerk@temiskamingshores.ca

RE: Letter of Recommendation: Marla Tremblay

To the City of Temiskaming Shores,

On behalf of NADF, it is with great pleasure that I provide this letter of recommendation for Marla Tremblay. NADF has had the opportunity to participate in the Northern Ontario Mining Showcase (NOMS) and various other events that Marla has coordinated and have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla and her team are diligent, extremely detailed oriented, and always within reach. Marla's calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction.

Based on our own participation in multiple editions of the NOMS, I can confidently attest that the growth of the event can be attributed in large part to Marla's involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and we wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

If you require additional information or have specific questions regarding NADF's participation in the NOMS, please do not hesitate to contact Dawn Willoughby, Executive & Marketing Manager, at dwilloughby@nadf.org or (807) 623-5397. Dawn would be more than happy to provide additional insights and share her personal experiences working with Marla.

Sincerely,

Brian Davey
Chief Executive Officer
www.nadf.org



Community Futures Development Corporation
Société d'aide au développement des collectivités

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores

Please accept this letter of recommendation for Marla Tremblay to continue as the Co-Ordinator of the Northern Ontario Mining Showcase at PDAC. NORCAT has been a participant in the NOMS pavilion for many years and we've watched as this pavilion has grown to become the largest supplier showcase at PDAC and a major draw in exposing customers to the wide variety of products and services offered by the Northern Ontario mining supply sector.

Since inception the NOMS has been organized by Marla and it's ongoing success is evidently as a result of her and her team's exceptional attention to detail, logistics/planning, and open communication. Participating in the NOMS pavilion is one of the easiest and cost-effective ways Northern Ontario suppliers can participate at PDAC and ensures that they are not overshadowed by larger organizations who have much larger marketing budgets. The NOMS ensures that Northern Suppliers can make a grand presence at PDAC and benefit from the draw the pavilion as a whole has for all participants.

Over the years Marla has ensured that NORCAT has all the relevant information needed for participation in a timely manner and the NOMS is run with exceptional structure that enables us to focus on our show objectives and leaves the logistics and planning up to Marla and her team. We have never been disappointed, in fact, as the NOMS continues to grow we remain impressed yearly by how well the event is run and managed. Not just planning prior to the event, but during the event Marla has catered to any and every need that we may have and is quick to either assist or connect us with the appropriate personnel who can assist us.

The Northern Ontario Night at the Steam Whistle has also become a flagship social event every year at PDAC. As such, clients are eager to be part of the social event where we gain the opportunity to continue business discussions with clients outside of PDAC business hours. The event is also run extremely well, and has grown substantially since inception. At the 2023 PDAC Northern Ontario Night Marla was able to secure the Premier as a speaker as well as various Ministers which is also a testament to her ability to draw influential people to engage with Northern Ontario suppliers.

In summary I highly support Marla Tremblay to continue as the Co-Ordinator of the NOMS at PDAC as her track record and accomplishments have demonstrated that she is not only suitable for the job, but that she excels at it and cares deeply about its continued success and growth.

Sincerely,



Jason Bubba

Chief Operating Officer
NORCAT



Norvent

MINE & TUNNEL VENTILATION

June 12, 2023

To Whom It May Concern,

I am writing to recommend Markey Consulting to remain the coordinators of the 2024 NOMS at PDAC and CIM.

We have coordinated our participation in NOMS at PDAC with Marla Tremblay of Markey Consulting for many years. The process has always been hassle free and well organized. The NOMS are well attended by businesses in Northern Ontario as a showcase of the many opportunities available in our area.

Our company was purchased in 2021 and our name was changed to Norvent Mine & Tunnel Ventilation. PDAC was an important facet to have our new name on display. Ms. Tremblay and Markey Consulting assisted with all of the changes required to have our new name showcased. We certainly appreciated all of their assistance.

We would highly recommend Markey Consulting and look forward to working with them in many events in the future.

Kind Regards,

Wendy Brown
Sales & Marketing Coordinator



30 Bayshore Lane North Bay / Corbeil Ontario Canada POH 1K0
john.paige@paigeengineering.com C: 705-845-6256 www.paigeengineering.com

June 27, 2023
Corbeil, Ontario

To Whom it May Concern:

I am writing this letter to proclaim my absolute support for Markey Consulting headed by Marla Tremblay to coordinate the 2024 NOMS at the PDAC and the CIM events. Marla is extremely well organized, her communication skills are superb, and she is an absolute pleasure to work with.

I trust you will take into consideration this letter of support for Markey Consulting when the tender is awarded later this year.

Should you have any questions or would like to speak with me personally, please do not hesitate to call at the numbers below.

Kind Regards,

John Paige, P.Eng.
Paige Engineering Limited
North Bay, Ontario, Canada
C: 705-845-6256
www.paigeengineering.com



CONSTRUCTION

June 21, 2023

PCL Constructors Northern Ontario Inc.

598 Falconbridge Road, Unit 15

Sudbury, Ontario P3A 5K6

Dear Selection Committee:

I am writing this letter to highly recommend Markey Consulting as the successful candidate for the coordination of the 2024 Northern Ontario Mining Showcase (NOMS) at PDAC and CIM. I have had the privilege of working with owner/operator of Markey Consulting Marla Tremblay and her team for the NOMS program since 2019 where they consistently displayed exceptional organizational skills, professionalism, and an unwavering dedication to delivering successful events.

Due to Markey Consulting's previous experience with NOMS, Marla and her team possess a wealth of knowledge and expertise in planning, organizing, and executing these events. Marla is adept at managing all aspects of event coordination, including budgeting, vendor management, logistics, and onsite supervision. Her superior attention to detail and meticulousness in ensuring every element of an event is executed flawlessly are truly commendable.

I have witnessed firsthand Marla's resourcefulness and ability to handle challenges with calmness and grace. She is adept at proactively identifying potential issues and implementing effective solutions to mitigate risks. Her abilities to think on her feet and make quick decisions in high-pressure situations have been instrumental in the smooth execution of numerous NOMS events. Furthermore, she has proven to be a reliable resource for all inquiries and concerns that arose during my participation in the NOMS program. Any questions posed were addressed immediately and answered accurately.

Beyond her technical expertise, Marla consistently exhibits exceptional interpersonal skills. She builds strong relationships with clients, vendors, and stakeholders, earning their trust and respect. With these relationships, Marla has introduced me to relevant contacts who could potentially assist me with my business development goals. Her welcoming demeanor, sophistication, and ability to effectively communicate with individuals at all levels make her a pleasure to work with.

In conclusion, I wholeheartedly recommend Markey Consulting for the role of NOMS Coordinator for 2024 and beyond. She brings a wealth of knowledge, connections, and a strong work ethic to every event she undertakes. Marla is not only a skilled event manager, but also a dedicated professional who consistently goes above and beyond to deliver exceptional results. Because of the great success of previous NOMS programs, I would be very disappointed if Marla and her team were not involved with the management of future events. I have had the comfort of knowing that the events will be well-organized and effortless with Markey Consulting as coordinator.

Please feel free to contact me should you require any additional information or have any further questions about my experiences with Markey Consulting and Marla Tremblay. I am more than happy to provide further insights into her qualifications and work performance. I am confident that she will continue to be an invaluable asset to the NOMS program and ensure the success of future events.

Sincerely,

Anna Frattini
Manager, Business Development & Relationships
705.662.0367
afrattini@pcl.com

TOGETHER WE BUILD SUCCESS

July 04, 2023

Bill Culhane
President
Pneuma-Tool Inc.
1971 Bond St.
North Bay, ON.

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores

It is with great pleasure that on behalf of Pneuma-Tool Inc., and myself personally, I write this letter of recommendation for Marla Tremblay. We have had the opportunity to participate in the Northern Ontario Mining Showcase since the first showcase at the PDAC, to most recently in 2023 and various other events including the first NOMS at the CIM in Montreal, and Mine Expo in Las Vegas, that Marla has coordinated. We have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla has a gift that strikes the perfect balance of corporate structure and process along with her “get-it-done” Northern way. Marla and her team are diligent, extremely detailed oriented, and always within reach. Marla’s calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all of the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction. When called upon directly Marla is always responsive, follows through and accomplishes our requests.

Based on our own participation in multiple editions of the NOMS, we can confidently attest that the growth of the event can be attributed in large part to Marla’s involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and we wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

Should you require any further information or have specific questions regarding Pneuma-Tool Inc. participation in the NOMS, please do not hesitate to contact me at 705 497 4403 (mobile)or billculhane@pneuma-tool.com. I would be more than happy to provide additional insights and share my personal experiences working with Marla.

Sincerely,
Bill Culhane

President

Pneuma-Tool inc.



Building Northern Ontario since 1953.

June 21, 2023

To Whom It May Concern,

My name is Matthew Otto and I've been an employee of Rainbow Concrete for 7 years including the role of sales manager for 4 years. I have had the pleasure of coordinating with Marla Tremblay in regards to our annual exhibitor attendance with PDAC since my time with Rainbow Concrete as well as her time with Mine Connect.

I have known Marla to be exceptionally organized, as well as willing and able to adjust to our needs and requests with the NOMS at PDAC and CIM Expo since our time attending the event and, has continuously been not only able to accommodate us but has frequently handled any of our questions in a very timely matter.

We are exceptionally grateful for Marla's assistance, especially for the 2023 season when a last minute unexpected event prevented our company from being in attendance and she adjusted to the change seamlessly and was able to fill the opening without issue.

I would highly recommend that Marla be selected to coordinate the 2024 NOMS at PDAC and CIM Expo due to her extensive experience from previous year's events and the outstanding customer service she has provided to us in the past.

Matthew Otto
Sales Manager
Rainbow Concrete Industries Ltd

June 13 ,2023

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

Re: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores,

It is with great pleasure that I write this letter of recommendation for Marla Tremblay. Ronacher McKenzie Geoscience (RMG) has had the opportunity to participate in the Northern Ontario Mining Showcase (NOMS) and various other events that Marla has coordinated, and I have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla and her team are diligent, extremely detailed oriented, responds promptly to all queries and are always within reach. Marla's calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all of the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction.

Based on our own participation in multiple editions of the NOMS, we can confidently attest that the growth of the event can be attributed in large part to Marla's involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and I wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

Should you require any further information or have specific questions regarding our company's participation in the NOMS, please do not hesitate to contact me at 705-919-6110 or Elisabeth.Ronacher@RMGeoscience.com. I am more than happy to provide additional insights and share my personal experiences working with Marla.

Sincerely,



Elisabeth Ronacher, PhD, P.Geo.
Principal Geologist – Ronacher McKenzie Geoscience



RufDiamond LTD.

62 Smelter Road

Coniston, ON, P0M 1M0

Phone: (705) 419-2653

Email: daryl@rufdiamond.com

June 19th, 2023

To Whom It May Concern,

RE: Reference Letter for Marla Tremblay

I am writing to highly recommend Marla Tremblay to coordinate the 2024 NOMS at PDAC & CIM. Marla currently serves as the Executive Director of MineConnect, and I have had the pleasure of working closely with her during her time in this role.

Marla's exceptional skills and dedication have been evident throughout her tenure at MineConnect. Her expertise in marketing and strategic planning has significantly contributed to the success and growth of RufDiamond LTD. Marla's ability to think creatively and strategically has been instrumental in achieving our objectives and strengthening our industry partnerships.

One aspect that sets Marla apart is her extensive network and her excellent reputation in the mining sector. Through her connections and relationships, Marla has opened doors and opportunities for RufDiamond LTD., allowing us to grow significantly in the mining industry. Her ability to foster solid relationships and her deep understanding of the sector have been invaluable in expanding our reach and establishing our presence.

I would like to specifically acknowledge Marla's support and assistance during our participation as a new exhibitor at both the PDAC (Prospectors & Developers Association of Canada) and CIM (Canadian Institute of Mining) conferences. As the President of RufDiamond, I am grateful for Marla's guidance and expertise in navigating these events. Her contributions went beyond logistical coordination, as she played a crucial role in developing impactful marketing materials and presentations that effectively showcased our company's offerings.



Marla's excellent communication skills, leadership qualities, and ability to work effectively in a team environment make her a highly respected and trusted professional. She consistently demonstrates a positive attitude and a willingness to go above and beyond to ensure tasks are completed to the highest standards.

In conclusion, I wholeheartedly recommend Marla Tremblay, the position that oversees and coordinates NOMS at PDAC & CIM. Her outstanding skills, professionalism, and commitment make her an exceptional candidate for this role. Please do not hesitate to contact me if you require any further information or have specific questions.

Thank you for considering Marla Tremblay. I am confident she will continue to be a valued asset to NOMS at PDAC & CIM.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daryl Adams", with a long horizontal stroke extending to the right.

Daryl Adams

President



22 June 2023

City of Temiskaming Shores
325 Farr Drive
Haileybury, ON
P0J 1K0

To whom it may concern,

Re: Reference Letter for Marla Tremblay of Markey Consulting

Sometimes when someone has been instrumental in establishing something as great as the Northern Ontario Mining Showcase ("NOMS") at PDAC, it is important to continue to maintain the momentum.

It has recently come to my attention that the City of Temiskaming shores is seeking bids for the co-ordination of NOMS at PDAC.

Marla Tremblay of Markey Consulting has worked tirelessly for the past few years to establish NOMS at PDAC and consequently, has been instrumental in making it such a huge success. It is unfortunate that the City is considering awarding this contract to anyone but Marla. No one will work as hard and tirelessly for this event as Marla has and no one will work as hard, as she will, to continue to make this event a huge success.

Marla is the face of NOMS. She is extremely personable. Everyone knows Marla and she knows everyone. She also knows the industry and the characters. She can answer any question regarding NOMS and is always willing and eager to help. I have seldom met anyone who is more committed to executing a task. She is one of the hardest working people I have met in my 33-year career.

Marla has been the common thread throughout the NOMS at PDAC, without her the event would not be the success that it is. Some people are replaceable. Marla is not.

I strongly recommend that Marla Tremblay continue to be the co-ordinator for NOMS at PDAC.

Yours truly,

A handwritten signature in blue ink, appearing to read "Maria Story".

Maria Story, P.Eng.
President

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores

It is with great pleasure that on behalf of Symboticware, and personally, I write this letter of recommendation for Marla Tremblay. We have had the opportunity to participate in the Northern Ontario Mining Showcase from its inaugural year to most recently in 2023 and various other events that Marla has coordinated. We have consistently been impressed by her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved.

Marla has a gift that strikes the perfect balance of corporate structure and process along with her “get-it-done” Northern way. Marla and her team are diligent, extremely detailed oriented, and always within reach. Marla’s calm and composed demeanor under pressure, combined with her strong problem-solving skills, ensures that all of the events she organizes run smoothly. In addition to her outstanding event planning skills, Marla also possesses excellent interpersonal skills and a genuine passion for customer satisfaction. When called upon directly Marla is always responsive, follows through and accomplishes our requests.

Based on our own participation in multiple editions of the NOMS, we can confidently attest that the growth of the event can be attributed in large part to Marla’s involvement and commitment to its success. Her exceptional skills, professionalism, and dedication to delivering outstanding event experiences paired with her extensive knowledge of and network within the mining community are unparalleled and we wholeheartedly recommend her as the continued planner of choice for the Northern Ontario Mining Showcase. At the 2023 NOMS PDAC event, and our company showcase, we were not shy to acknowledge publicly Marla’s tremendous support and the growth of this successful event.

Should you require any further information or have specific questions regarding Symboticware’s participation in the NOMS, please do not hesitate to contact me at 705-562-9317 or kirk.petroski@symboticware.com. I would be more than happy to provide additional insights and share my personal experiences working with Marla.

Sincerely,



Kirk Petroski
Founder & Executive Chairman
Symboticware Incorporated

Kelly Conlin, Clerk
325 Farr Drive
Haileybury, ON
clerk@temiskamingshores.ca

RE: Letter of Recommendation – Marla Tremblay

To the City of Temiskaming Shores,

We have had the opportunity to participate in the Northern Ontario Mining Showcase for many years, and with that, write this letter of recommendation for Marla Tremblay of Markey Consulting.

I have consistently been impressed by her work with the Northern Ontario Mining Showcase; her ability to manage complex logistics, coordinate with multiple vendors, and maintain effective communication with everyone involved. Marla and her team are diligent, detailed oriented, and always quick to reply with answers.

Based on our participation in many years of exhibiting at the NOMS, we can confidently attest that the success of the event can be attributed in large part to Marla's involvement and commitment to its success. Her professionalism and dedication to delivering outstanding event experiences combined with her extensive knowledge of the mining community are all reasons we recommend her as the continued planner of choice for the Northern Ontario Mining Showcase.

If you require further information or have any questions regarding our company's participation in the NOMS, please contact me on my cell at 705-626-7527 or kpattison@tpsgroup.ca. I am more than happy to share my personal experiences working with Marla.

Kevin Pattison, President / CEO

TPS Group of Companies

June 12, 2023

Subject: Letter of Recommendation for Outstanding Work in Organizing Trade Shows

To Whom It May Concern,

We are writing this letter to express our sincere appreciation for the exceptional work carried out by Marla Tremblay and the entire NOMS team in organizing the PDAC and CIM tradeshows. Their dedication, professionalism, and effort have contributed significantly to the success of these events, making them a valuable experience for all participants.

From the beginning of our collaboration, it was evident that Marla and the NOMS team have the experience and understanding of the intricacies involved in organizing tradeshows. Their attention to detail, strategic planning, and project execution consistently achieves the goal of creating a calm and organized oasis inside of an otherwise chaotic exposition where synergies and comradery can thrive and translate into a unique experience for NOMS exhibitors and attendees.

The networking opportunities they have facilitated have proven to be invaluable, enabling professionals from various sectors to connect, collaborate, and forge relationships.

Marla's leadership and management skills have been instrumental in ensuring that everything runs smoothly during the tradeshows. Furthermore, the team members' professionalism, dedication, enthusiasm, and commitment to making it right are evident in every interaction, contributing to the ongoing success of the tradeshows.

Please accept our continued recommendation for Marla Tremblay and her team's collaboration with NOMS events at the PDAC and the CIM.

Sincerely,

WipWare Team (that attend NOMS events)



Tom Palangio



Thomas Palangio



Andrew Palangio



Chirag Savaliya

Member Update
Summer 2023

CORE REVIEW

MineConnect USA



Greetings from Elko, Nevada! Katie Neddenriep here, your new Strategic Development Director for MineConnect USA. It's been a whirlwind first couple of months, jumping right into meeting our members and preparing for the Elko Mining Expo. I had a wonderful visit to Sudbury & North Bay in mid-May during which I visited with all members of the MineConnect USA cluster. It was exciting and educational to visit facilities and see what each member is doing to make the mining industry safer, more efficient and sustainable. This trip was essential in setting us up for success at the Elko Mining Expo which took place June 5-9. Several member representatives were in attendance and we had many opportunities to share with others who we are and what we do.



Our focus now is on following up with those contacts made during the Elko Mining Expo, staying current on operational activities and development plans of area mines and optimizing collaboration with the Nevada Mining Association, including their convention at Lake Tahoe in early September, as well as looking at regional mining Associations and opportunities to expand our reach throughout the Western United States.

Our Team



Marla Tremblay
Executive
Director
tremblay@mineconnect.com



Paul Finley
Member Relations
Director
finley@mineconnect.com



Lisa McIvor
Marketing & Comms.
Coordinator
lisa@mineconnect.com



Katie Neddenriep
Strategic Development
Director
katie@mineconnectusa.com

From all of us at MineConnect, have a wonderful summer!

Working For You
February

November

- **Northern Ontario Roadshow:** Sault Ste. Marie
- **Ask the Expert:** Upcoming Projects in Nevada
- **Ask the Expert:** Recruiting International Candidates



- **Timmins Chamber Luncheon:** Agnico Eagle
- **Northern Ontario Roadshow:** Timmins

January

- **AME RoundUp:** Vancouver



- **Ask the Expert:** Mining Projects in Northern ON & QC
- **AGM** with Magna Mining project update & Hall of Fame Induction of Ross Woodward (The Bucket Shop, Timmins)
- **Northern Ontario Roadshow:** Thunder Bay
- Orillia Chamber Of Commerce: Panel Discussion



March

- **CIM Northgate:** Seafood Mixer
- **PDAC Convention:** Northern Ontario Mining Showcase and panel discussions: *Advanced Mining Projects Across Canada & Hiring Talent from Abroad*
- **Mining4Beer:** Toronto
- Sudbury Chamber Luncheon: Vale
- **NORD Conference:** Sault Ste. Marie
- **Northern Ontario Roadshow:** Sault Ste. Marie
- **Virtual Hiring Event** with ACCES Employment



April

- **Ask the Expert:** The Road to Net Zero - reThink Green
- **MineConnectUSA** Nevada Business Development Mission
- **CIM Northgate:** Luncheon
- **Northern Ontario Roadshow:** North Bay / Mining4Beer
- **Northern Ontario Roadshow:** Winnemucca, NV / Mining4Beer
- **MineConnect Bus** to CIM



May

- **CIM Soiree:** Montreal / Mining4Beer
- **CIM Convention:** Montreal
- German delegation visit
- **MineConnect USA:** visited Sudbury/North Bay
- **Northern Ontario Roadshow:** Sudbury with EDC Economist presentation/Mining4Beer



- **Business Breakfast:** Thunder Bay
- **BEV In-Depth** Sudbury



June



- **Northern Ontario Roadshow:** Timmins / Mining4Beer
- **Canadian Mining Expo**
- **Vale Sudbury:** Open House
- **Ministry of Mines:** Fishing Tournament
- **CIM Timmins:** Golf Tournament

MineConnect Online



MineConnect eNews, provides you with details on all of our events, top industry-news stories, member-news items, and more!

If you or other members of your team should be on the list, scan the QR code below with your device to scribe!



Check out our online Events Calendar to find out what's on! Add your own event(s) to our calendar! Sign in to MineConnect.com and post your mining-related event!

Scan the QR code below with your mobile device to see the events calendar or visit mineconnect.com/events



Shake up your marketing mix! Advertise on MineConnect.com! Sign in to book directly from the member dashboard! Choose where you want your ad to appear on the site, upload the image file, set the URL to link to, and pay online.

Your ad can be live in minutes!



Northern Ontario Roadshow networking events are a fun and informal way to reach the mining sector. Hosted in communities throughout Northern Ontario, they're the perfect way to showcase your company in a specific geographic area. Stand out from the crowd!

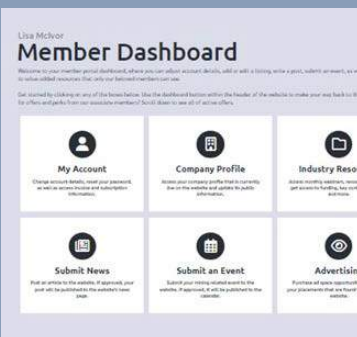
NEW SPONSORSHIP & ADVERTISING PACKAGES ARE COMING SOON!

Scan the QR code with your mobile device to sign up to receive the details as soon as they're confirmed!

Or visit mineconnect.com/article/new-sponsorship-opportunities/ to sign up.



Member Dashboard



Sign in to the member dashboard to: update your member profile; explore the members-only, industry-resources section, which includes the archive of our Ask-the-Expert webinars and other mining-related intelligence; purchase ads on our website; post your mining-related event(s); submit company news for MineConnect eNews; or update your sign-in preferences.

Visit MineConnect.com/access to sign in.

Contact the office if you need help accessing your account. lisa@mineconnect.com or (705) 521-8324 ext. 335.



July 13 – Summer Soirée (Women In Mining , WISE & Covergalls)
July 28 – ‘Bogeys for Bursaries’ Golf Tournament (Calstone & Women In Mining)

August



**MINE
CONNECT**

**Northern Ontario Roadshow
Sturgeon Falls edition**

Guest Speaker:
Kristan Straub
CEO
**RING OF FIRE
METALS**

Thursday, August 24th
Twiggs Coffee Roasters
300 King St, Sturgeon Falls
4:00 to 7:00 p.m.

RSVP today!

Aug. 10 – CIM Sudbury Golf Tournament

Aug. 24 - Northern Ontario Roadshow: Sturgeon Falls

Aug. 25 - CIM Northgate Golf Tournament

Scan this QR code with your mobile device to RSVP for the Northern Ontario Roadshow: Sturgeon Falls edition on Aug. 24th.



September

Sept. 12 – Northern Ontario Roadshow: Thunder Bay / Mining4Beer
Sept. 13 – Cen-Can Resource Expo: Thunder Bay

October

Northern Ontario Roadshow: Sudbury

November

Northern Ontario Roadshow: North Bay (Mining Week)

Education Outreach: North Bay (Mining Week)

Northern Ontario Roadshow: Timmins

In Development

Northern Ontario Roadshows
Outbound Business Development Missions
Inbound Business Development Missions
Business Breakfasts
Media Familiarization Tour
Ask-the-Expert Webinars

For more information about events visit:

MineConnect.com/events

Expression of Interest Survey

2023 - 2024



This survey is ONE multiple choice question. All input is appreciated and will be valuable in providing quality member focused programming.



Northern Ontario Mining Showcase YouTube Links

[Northern Ontario Mining Showcase - Pre-PDAC Promo](#)

[PDAC NOMS 2023 Day One Recap](#)

[PDAC NOMS 2023 Day Two Recap](#)

[Northern Ontario Night at the Steamwhistle](#)

[PDAC NOMS 2023 Day Three Recap](#)

[Northern Ontario Mining Showcase - CIM](#)

[CIM NOMS 2023 Halfway](#)

[Activation Zones at CIM 2023](#)

[CIM NOMS 2023 Recap](#)

NORTHERN ONTARIO MINING SHOWCASE

SALON MINIER DU NORD DE L'ONTARIO



PROJECT REPORT 2023



Canada



Federal Economic Development
Agency for Northern Ontario

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

City of Temiskaming
Temiskaming
Shores

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1.0 EXECUTIVE SUMMARY

1.1 Executive Summary

The third edition of the Northern Ontario Mining Showcase (NOMS) at CIM was held from April 30-May 2, 2023, as part of the Canadian Institute of Metallurgy and Mining, Metallurgy and Petroleum's Annual Convention and Expo. With funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the pavilion project was coordinated by the City of Temiskaming Shores. The showcase provided a unique opportunity to Northern Ontario Mining Supply and Service companies to promote their products and services to a broad domestic and international audience.

With the support of FedNor, the presence of Northern Ontario businesses and organizations has grown significantly, from 12 exhibitors in 2019 to a showing of 46 exhibitors within the Northern Ontario Mining Showcase pavilion event held in 2023.

1.2 Quick Facts

Event Name	2023 Northern Ontario Mining Showcase		
Date	April 30 - May 2, 2023		
Location	Palais des Congres - Montreal		
Pavilion Footprint	46 booths -		
Summary of Annual Growth	YEAR	# OF EXHIBITORS	LOCATION
	2019	12	Montreal
	2020	0	No event (Covid-19)
	2021	25	Virtual
	2022	24	Vancouver
	2023	46	Montreal
Profile of 2023 NOMS @ CIM Exhibitors	TOTAL # of NOMS Exhibitors- 46		
	Indigenous (Operated / Focused) - 4		
	Women (Operated / Focused) - 8		
	Under 30 - 1		
	Private Sector - 43		

Geographic Breakdown of NOMS 2023 Exhibitors	Not for Profit - 3
	North East - 43
	North West - 2
	Pan Northern - 1

The goal of the project was to build on the success of the Northern Ontario Mining Showcase at PDAC as well as the pilot event held at CIM in 2019 and subsequent events held in 2021 (virtual) and 2022. The objective of hosting these events has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities and networks. The intent being to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This continues to enable businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.



2.0 ABOUT THE PROJECT

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

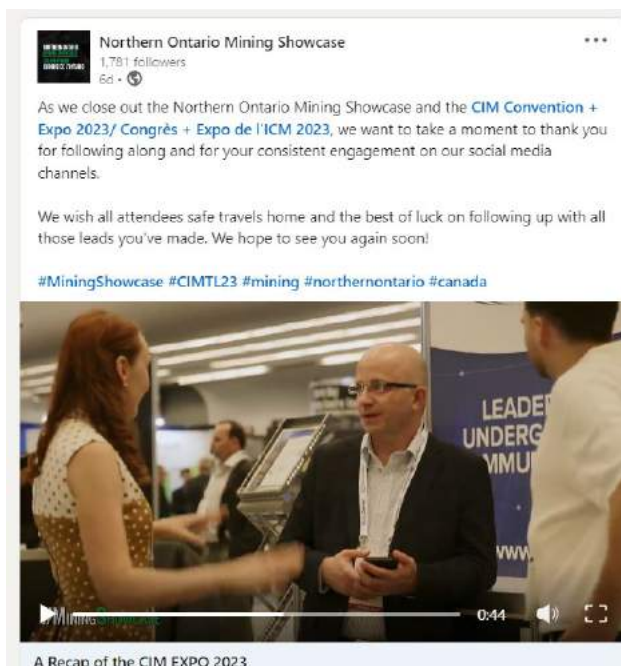
2.1 Exhibitors

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



2.2 Marketing and Promotion

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



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

3.0 SUMMARY OF FINDINGS

3.1 Measure and Key Performance Indicators

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

Number and type of participants:

An estimated 5,890 people attended the CIM Convention and Expo in 2023. By all accounts, traffic within the pavilion, which was the largest of the Expo, was constant, and provided quality leads to exhibitors.

Number of businesses and company reps participating in the NOMS:

Our target number of exhibitors that participated in the showcase was set at a minimum of 40. We were therefore quite pleased to have exceeded our target number of exhibitors for a total of 46. The registration process was three-phased and included a base eligibility assessment, an application to exhibit once deemed eligible, and the actual registration once approved by the review committee. The breakdown of eligible, non-eligible, and approved applicants along with registrations and cancellations is as follows:

2023 NOMS PARTICIPANT BREAKDOWN	
Total Applicants	51
Ineligible Applicants (did not meet base criteria)	2
Applications deemed ineligible after further review	1
Waitlist	0
Decided not to participate post application	2
Finalized Registrations	46
Cancellations	0

Number of businesses with increased export readiness:

Efforts are made to communicate with exhibitors at select intervals to evaluate this success factor. To participate in future events companies are obligated to share Return on Investment (ROI) data from previous participation as part of their application. As indicated from survey results provided, 100% of companies generated useful leads and contacts at the 2023 event.

Ongoing / Long Term

Long term outcomes will be gauged over the coming months and years. All 2023 participants will be surveyed again based on the following KPI when registering for 2024.

- Number of businesses exporting or increasing export sales
- New markets accessed
- Increase in overall sales
- Physical expansion of business
- Number of jobs created and / or maintained
- Number of new partnerships and alliances created
- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.



3.2 Project Benefits & Outcomes

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

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



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

3.3 Success Factors

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

Value of showcase to participants (satisfaction survey results)

How useful / valuable was this event to your business or organization?	
Extremely useful / valuable	40%
Very useful / valuable	39%
Moderately useful / valuable	19%
Slightly useful / valuable	2%
Not at all useful / valuable	0.00%

Approximately how many quality contacts and potential business leads did you generate as a result of this event?	
1-5 useful leads / contacts	43.2%
6-10 useful leads / contacts	36.3%
11-20 useful leads / contacts	4.5%
21-40 useful leads / contacts	13.6%
41+ useful leads / contacts	02.3%
We did not generate any	0.00%

Do you anticipate an increase in your export activities as a result of your participation in the 2023 Northern Ontario Mining Showcase?	
Yes	64%
No	36%

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

registration fee / cost	91%
pre-fabricated kiosk and graphics	86%
Social media program	66%
exhibitor manual; FAQ; website; and other communications	50%

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

Provide coffee/tea
Affordable meals
More interactives spaces if possible
Keep offering the bus
Provide exhibitor manual sooner
Travel / hotel subsidies
Need talks, coffee, drinks etc, to draw in show delegates from the operating mines.

In which of the following events would your company be interested in exhibiting within a grouped pavilion (select all that apply):

CIM 2024 - Vancouver	80%
PDAC 2024	98%
MinExpo 2024 - Las Vegas	59%
Cen Can 2024 - Thunder Bay	50%
Prosperity North West	43%

3.3 Key Success Factors

Overall Concept

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

Timing (funding/announcement/planning)

Sourcing and securing funding support has become a much quicker process year over year which results in being able to aim for 30 exhibitors in 2024 and to begin promoting the event immediately after the summer holidays. The City of Temiskaming Shores will be submitting a Phase 1 application for funding for 2024, including a budget that reflects the recommendations herein, in order to adhere to a similar schedule.

Communications

Communications were key to attracting positive attention. FedNor communication staff members were engaged in the planning process from the outset which resulted in additional media coverage and the inclusion of the NOMS on several tours and partner programs /schedules. The enhanced social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The services of a professional digital marketing firm were contracted to capture and post images, video clips, and exhibitor testimonials. This content provided quality material for pre-onsite and post-event marketing efforts. Engaging exhibitors in the process by providing them with a digital marketing plan listing our NOMS-specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The assets developed as part of this program will be used throughout the year for ongoing promotion. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. [Click here](#) for details on the effectiveness of this enhanced social media presence.

Venue

Having a well-designed pavilion layout, including the trademark NOMS head frame, backlit graphics, an enhanced video wall, and interesting structures projected the NOMS and our

exhibitors as being very professional and unique. The dedicated information desk manned by FedNor and City staff was also of great value, seeing a steady stream of people inquiring about various funding programs and information regarding opportunities in Northern Ontario. The combination of exhibitor kiosks and newly added interactive booths, along with seating areas was successful in providing a welcoming atmosphere for mixing business and pleasure, thus helping to not only draw people in but also encourage them to stay longer and visit with exhibitors.

Planning Team & Onsite Support Staff

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide support at the event itself in addition to promoting the pavilion on site.

Coordination



Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario is key to the success of the event. Given the timeline and the fact that planning team members have numerous portfolios and responsibilities, having the support of a coordinator to assist in organizing the event helps to ensure that things are kept on track. Markey Consulting has provided excellent service since the inception of the NOMS in 2014.

Website

The northernontariominining.com includes sections geared not only to NOMS exhibitors but also to attendees. The website is an excellent tool for promoting the event and serves as a one-stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, downloadable exhibitor manuals from current and previous NOMS events, an image gallery, videos as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

Complementary Events

Events which encouraged networking outside of show hours were very beneficial to the exhibitors. (Note: although these events are not directly FedNor funded, they have a positive impact on the NOMS and are therefore worthy of noting) These included an offsite networking event co-hosted by MineConnect and 48e Nord, to which Northern Ontario Mining Showcase exhibitors were encouraged to invite clients and contacts to attend.

4.0 Recommendations

Every year, the NOMS planning team holds a post-event debrief to identify potential areas for improvement. The following consists of the list of recommendations to consider for future NOMS events.

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at the 2024 CIM Convention and Expo in Vancouver. Based on positive feedback in 2023, we will maintain a similar layout and spacing of exhibitor. To ensure ongoing demand and maintain quality, the target number of participants will be set at a maximum of 30 exhibitors for the Vancouver edition of CIM, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period of time.

To ensure the continuing success of the event, below are recommendations for 2024:

- Include a café with coffee service to draw attendees into the pavilion
- Include interactive spaces
- Finalize layout well in advance of event to ensure timely booth allocation and distribution of Exhibitor Manual

Recommended discussion items with CIM:

- Enhanced food services for exhibitors (e.g. sandwich cart)
- Provide the NOMS team with additional info about opportunities such as the student program,
- Provide CIM Convention guide to all exhibitors
- Consider adding a QR code on the back of badges with link to Convention Guide or APP
- Ask that the registered exhibitor list be shared in advance to enable planning

5.0 APPENDICES

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

- Exhibitor Manual
- Exhibitor Directory
- NOMS Digital Campaign Report
- NOMS 2023 Video and Photo Gallery (*digital version only*)

The Corporation of the City of Temiskaming Shores

By-law No. 2023-097

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision

240 Albert Street

Roll No. 5418-030-006-087.00

Whereas Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas Council considered Memo No. 020-2023-CS at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to deem PLAN M30NB LOTS 101 TO 104 PCL 21773SST to no longer be lots on a plan of subdivision for consideration at the August 8, 2023 Regular Council meeting;

Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - PLAN M30NB LOTS 101 TO 104 PCL 21773SST.
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

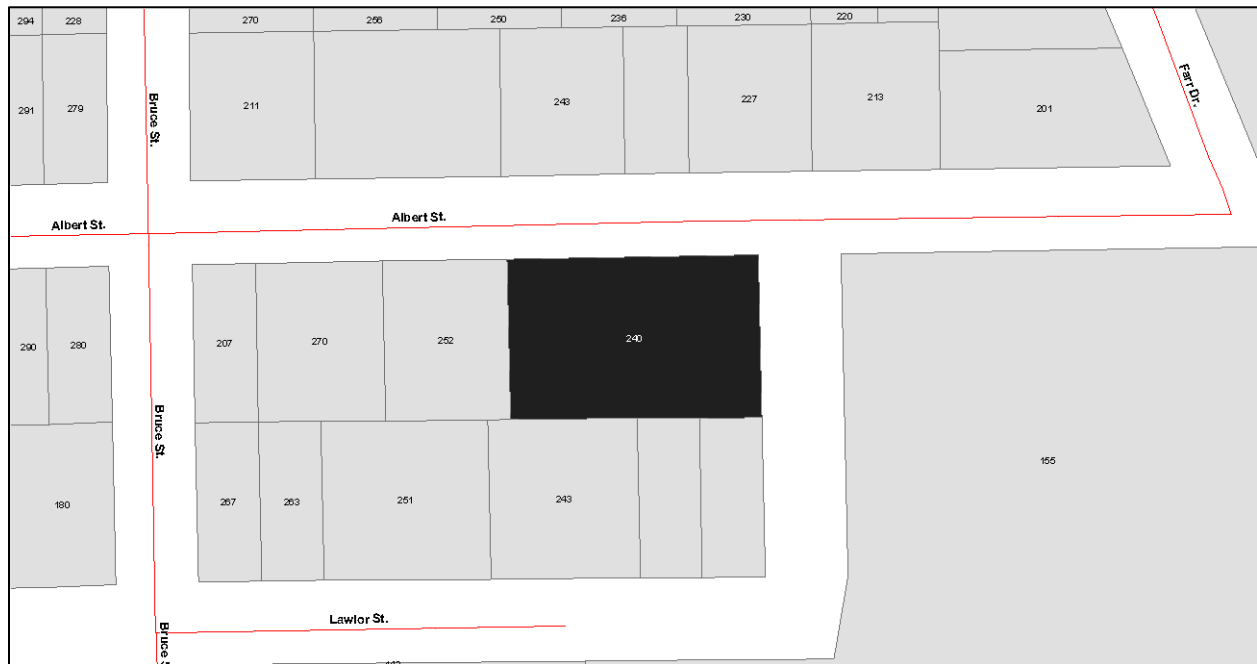
Read a first, second and third time and finally passed this 8th day of August, 2023.

Mayor

Clerk

Schedule “A”

City of Temiskaming Shores – PLAN M30NB LOTS 101 TO 104 PCL 21773SST



The Corporation of the City of Temiskaming Shores

By-law No. 2023-098

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 August 8, 2023

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

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

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

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

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

1. That the actions of the Council at its Regular meeting held on **August 8, 2023** 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 8th day of August, 2023

Mayor

Clerk