



The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, December 5, 2023 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Agenda

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

7. Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes

- a) Zoning By-law Amendment (ZBA-2023-03)

Owner: Abdul Khaliq and 2843371 Ontario Inc.

Applicant: JK Development GP2 Limited

Subject Land: 121 Davidson Street, adjacent land to the east, and the Dymond Crescent road allowance from Broadwood Avenue southwest

Purpose of the application: To rezone the property to permit the development of two multi-unit residential buildings.

8. Public Works

- a) **Delegations/Communications**

None

- b) **Administrative Reports**

1. Memo No. 031-2023-PW – Environmental Services 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. 031-2023-PW, regarding the Environmental Services Operations Update.

2. Memo No. 032-2023-PW – Dedicated Locator Service Provider - Spatial GIS and Mapping Data Sharing

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 032-2023-PW;

That Council provide the Municipal Clerk with the delegated authority to sign the Dedicated Locator Regional Request Notice/ Member Authorization form(s);

That Council provide the Municipal Clerk with the delegated authority to enter into an agreement with the Dedicated Locate Service Provider to use the Spatial GIS and Mapping data in electronic format, for the purpose of the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home; and

Further that Council directs Staff to prepare the necessary by-law to confirm the data sharing agreement, at the December 19, 2023 Regular Council meeting.

3. Memo No. 033-2023-PW – Transportation Services 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. 033-2023-PW, regarding the Transportation Services Operations Update.

4. Administrative Report No. PW-027-2023 – FoodCycler Pilot Program

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-027-2023;

That Council directs staff to include funds within the 2024 Solid Waste Operating Budget for the FoodCycler Pilot Project; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler product, and to help with the management of the Pilot Project based on 100 households, for an estimated net municipal cost of \$12,500.00, for consideration at the December 19, 2023 Regular Council meeting.

5. Administrative Report No. PW-028-2023 – Equipment Rental – Excavator

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-028-2023; and

That Council directs Staff to prepare the necessary By-law to amend By-law No. 2019-016, as amended, to enter into an agreement with Pedersen Construction (2013) Inc., to permit an additional one (1) year extension for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs, at the same rental rates, outlined in the current agreement:

Description	Regular Rate (+tax)	After Hour Rate (+ tax)
Float Time	\$160.00/ hour	\$200.00/ hour
Breaker Attachment	\$260.00/ hour	\$300.00/ hour
Excavation Time	\$160.00/ hour	\$200.00/ hour

for consideration at the December 19, 2023 Regular Council Meeting.

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 026-2023-RS – Splash Pad Ad-Hoc Committee

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2023-RS; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2017-103, to adopt a Terms of Reference for the Temiskaming Shores Splash Pad Committee as the Committee has completed their mandate, for consideration at the December 19, 2023 Regular Council Meeting.

2. Memo No. 027-2023-RS – Recreation Operations Update – December 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2023-RS, regarding the Recreation Operations Update for the Month of December 2023.

3. Administrative Report No. RS-027-2023 – Recreation Department Fees Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-027-2023; and

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) as amended, to update Recreational Fees for 2022-2024, for consideration at the December 19, 2023 Regular Council meeting.

4. Administrative Report No. RS-028-2023 – Haileybury Beach Mushroom Water Feature Replacement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-028-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Nirbo Aquatic Inc., for the supply of splash pad equipment in the amount of \$15,196 plus applicable taxes, for consideration at the December 19, 2023, Regular Council meeting.

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – November 2023

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 month of November 2023, for information purposes.

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Amendment to By-Law No. 2023-122 - A by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas on November 21, 2023, Council gave first and second reading to By-law No. 2023-122, being a by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores; and

Whereas prior to third and final reading, Council authorizes the addition of a provision to regulate the number of cats and dogs in the Mobile Home Residential Zone, the Agriculture (A1) and Rural (RU) Zones, and all other zones that permit a dwelling or a dwelling unit, as defined in the City's Zoning By-Law.

Be it resolved that Council for the City of Temiskaming Shores directs staff to amend By-law No. 2023-122, being a by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores, by replacing Subsection 4.2.1, under Section No. 4.2 Number of Dog and Cats, with the following provision, prior to third and final reading of said by-law:

- 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:

Zone	Number of Permitted Dogs	Number of Permitted Cats	Combined Total
Rural Residential (R1) Low Density Residential (R2) Medium Density Residential (R3)	3	3	n/a
High Density Residential (R4), Mobile Home Residential (M4), and all other zones that permit a Dwelling/ Dwelling Unit	2	2	3
Agriculture (A1), and Rural (RU) with a Dwelling/ Dwelling Unit	4	4	n/a

2. Memo No. 029-2023-CS – Approval to Transfer surplus/deficit funds to/from Reserve and Reserve Funds

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2023-CS; and

That Council for the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit from 2023 to/from the applicable Reserve or Reserve Funds per the summary below:

Program or Service	To/From Reserve or Reserve Fund
Bucke Park Operations	Bucke Park Reserve
Business Improvement Area (BIA)	BIA Reserve
Cemetery Operations	Cemetery Reserve
Doctor Recruitment	Doctor Recruitment Reserve
Elections	Elections Reserve
Fire Marque and Auto Extrication Net Revenues	Fire Equipment Reserve
Gain on Sale of Surplus Fleet Assets	Fleet Replacement Reserve

Land Leases and Net Land Sales	Community Development or Economic Development Reserve
Landfill Operations	Landfill Reserve
Medical Centre	Medical Centre Reserve
Municipal Budget Capital	Working Funds Reserve
Municipal Budget Environmental Operations	Environmental Water Working Fund and/or Environmental Sewer Working Fund Reserve
Municipal Budget General Operations	Working Funds Reserve
Municipal Transit Operations	Municipal Transit Reserve
Temiskaming Shores Library	Library Reserve

And further that any other surplus/deficit not listed above from the 2023 fiscal year be transferred to/from Working Funds Reserve.

3. Memo No. 030-2023-CS – 2024 Borrowing By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2023-CS; and

That Council directs staff to prepare the necessary by-law to authorize borrowing from time-to-time to meet current expenditures during the Fiscal Year ending December 31, 2024, for consideration at the December 19, 2023 Regular Council meeting.

4. Administrative Report No. CS-043-2023 Spur Line Lease Agreement 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 No. CS-043-2023; and

That Council directs staff to prepare the necessary by-law to renew the current agreement with Kyle and Maria Overton for the use of the Spur Line building for an additional five (5) year term, for consideration at the December 19, 2023 Regular Council meeting.

5. Administrative Report No. CS-044-2023 – POA Interim Transfer Agreement 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 No. CS-044-2023; and

That Council direct staff to prepare the necessary by-law to authorize the renewal of the Part III and Part IX of the Provincial Offences Act (Ontario) Interim Transfer Agreement between His Majesty the King in Right of Ontario, as represented by the Attorney General and the Corporation of the City of Temiskaming Shores, for consideration at the December 19, 2023 Regular Meeting.

6. Administrative Report No. CS-045-2023 – Procurement Policy Amendment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-045-2023; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-015, to adopt a Procurement Policy for the City of Temiskaming Shores, to provide additional context for electronic bidding/ signatures, for consideration at the December 19, 2023 Regular Council meeting.

7. Administrative Report No. CS-046-2023 – Multi-Year Accessibility Plan 2024-2028

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-046-2023; and

That Council directs staff to prepare the necessary by-law to adopt a Multi-Year Accessibility Plan 2024-2028, for consideration at the December 19, 2023 Regular Council meeting.

8. Administrative Report No. CS-047-2023 – Municipal Property Assessment Corporation Data Sharing and Services Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-047-2023; and

That Council provides the Treasurer with the delegated authority to sign the Municipal Property Assessment Corporation (MPAC) Data Sharing and Services Agreement (DSSA).

9. Administrative Report No. CS-048-2023 – Digital Marketing Services for the Northern Ontario Mining Showcase (NOMS) at the PDAC & CIM Conventions - 2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-048-2023; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with the Detail Media & Communications (2013) Ltd., for digital marketing services to promote the Northern Ontario Mining Showcase at the 2024 Prospectors and Developers Association of Canada (PDAC) & the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Conventions, in the amount of \$29,900 plus applicable taxes, for consideration at the December 19, 2023 Regular Council meeting.

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – December 19, 2023 starting at 6:00 p.m.

- b) Committee of the Whole – January 16, 2024 starting at 3:00 p.m.
- c) Regular Council Meeting – January 16, 2024 immediately following the Committee of the Whole meeting.

13. 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) Under Section 239(2)(k) of the Municipal Act, 2001 – position, plan, procedure, criteria or instruction in negotiations – Waste Management;
- b) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – HR Update; and
- c) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Collective Agreement Negotiations.

14. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



129 Davidson

Zoning By-law Amendment

Antech Design & Engineering Group has been retained to make this presentation at the City of Temiskaming Shores Public Meeting.

This proposal contemplates amending the existing Zoning from:

Community Facility (CF)

To:

Residential Four Special (R4-SP-X)

Introduction

The Purpose


The purpose of this presentation is to give a general overview of the proposed development and to have the opportunity to hear questions from the City of Temiskaming Shores, the neighbourhood, and the community as a whole.



The Proposal

The proposal is for two (2) new multi-unit residential buildings.

The buildings are:

- ▶ Proposed 3 Storey, 53 +/- unit apartment with road access on Davidson Street and Broadwood Avenue
 - ▶ Proposed 2 Storey, 6-unit residential building fronting on Davidson Street
 - ▶ Contain accessible units
 - ▶ Have on-site parking
- 

[illegible]

Planning Applications

Zoning By-law
Amendment

Site Plan
Design



Official Plan & Zoning By-law

Official Plan

- ▶ Designated as Residential
Supports Growth
Intensification
Housing

Zoning By-law - Amendment

- ▶ Currently Designated
Community Facility (CF)
- ▶ Proposed Zoning - Residential
Four Density Special
 - Reduce the required Minimum Landscape
area from 35% to the proposed 33%



City of Temiskaming Shores Zoning By-law

Uses	R3	R4	CF
Dwelling, Single Detached	X		
Dwelling, Semi-detached	X		
Dwelling, Duplex	X		
Dwelling Multiple, up to 4 units	X		
Dwelling Multiple, 5 or more units		X	
Dwelling, Street Townhouse	X	X	
Boarding House	X		
Cemetery	X	X	
Group Home	X	X	
Home for Special Care	X	X	
Retirement Home		X	
Second Dwelling Unit	X		
Bed and Breakfast Establishment	X	X	
Home Occupation	X	X	
Home Industry	X	X	
Private Home Childcare	X	X	
Cemetery			X
Child Care Centre			X
Educational Establishment			X
Health Services Establishment			X
Home for Special Care			X
Hospital			X
Long Term Care Home			X
Place of Assembly			X
Place of Recreation			X
Place of Worship			X
Retirement Home			X

EXISTING CF &
PROPOSED R4
PERMITTED
USES IN
COMPARISON
TO R3 & R4
ABUTTING

	R3	R4	CF	Proposed A	Proposed B
Minimum Lot Area (Full Services)	450 m ²	1100 m ²	1000 m ²	1937.7 m ²	7332.2 m ²
Minimum Lot Frontage	15.0 m Single	30.0 m	20.0 m	40.2 m	30.7 m
Total Building Area	NA	NA	NA	218.45 m ²	1639 m ²
Maximum Lot Coverage (Full Services)	40%	40%	40%	11.2%	31%
Minimum Front Yard (Full Services)	6.0 m	6.0 m	6.0 m	9.2 m	17.4 m
Minimum Interior Side Yard	1.2 & 3.0	6.0 m	6.0 m	6.0 m	14.9 m
Minimum Exterior Side Yard	5.0 m	7.5 m	6.0 m	14.2 m	15.1 m
Minimum Rear Yard	6.0 m	7.5 m	6.0 m	22.4 m	14.8 m
Minimum Setback from a watercourse	15.0 m	15.0m	15.0 m	NA	NA
Maximum Building Height	11.0 m	12.0 m	12.0 m	12.0m Max.	12.0m Max
Maximum Number of Dwellings (excluding second dwelling)	1 for each 150 m ² of lot area to a max. of 4 units	1 for each 120 m ² of lot area to a max. of 4 units	1	1937.7 / 6 = 322.9 m ² per unit	7332.2 / 53 = 138.3 m ² per unit
Minimum Landscaped Open Space	30%	35%	20%	54.7%	33%
Required Number of Parking Spaces	1 Per Unit	1 Per Unit	NA	1 / Unit 6 required 14 proposed	1 Per Unit 53 required 62 proposed
Parking Stall Dimensions (5.2.4)	3.0 m X 6.0m	3.0 m X 6.0m	3.0 m X 6.0m	3.0 m X 6.0m	3.0 m X 6.0m
Width of Aisles (5.2.5)	6.0 m	6.0 m	6.0 m	6.0 m	6.0 m
Yard Requirements for Parking (5.2.9)	1.5 m	1.5 m	1.5 m	1.5 m	1.5 m
Width of Access Ramps & Driveways (5.2.6)	6.0 m	6.0 m	6.0 m	6.0 m	6.0 m
Accessible Parking Stall Dimensions	3.4 m X 6.0 m	3.4 m X 6.0 m	3.4 m X 6.0 m	3.4 m X 6.0m	3.4 m X 6.0m
Accessible Parking Stall Aisle Dimensions	1.5 m X 6.0 m	1.5m X 6. 0 m	1.5m X 6. 0 m	1.5 m X 6.0m	1.5 m X 6.0m
Required Number of Accessible Spaces	NA	NA	NA	2 required 2 proposed	3 required 4 proposed
Two accessible parking spaces side by side			2.6m common space between accessible spaces	2.6m common space between accessible spaces	2.6m common space between accessible spaces
No. of Accessible Parking Spaces			4 spaces	4 spaces	

An architectural rendering of a two-story apartment building. The building has light-colored horizontal siding and several windows. A prominent feature is a covered entrance with a dark roof and wooden support posts. The building is set against a clear sky, and the foreground shows a sidewalk and a street.

Neighbourhood

- ▶ Proximity to existing single-family dwellings:
 - ▶ 53 Unit Apartment Building is situated away from existing houses
- ▶ Privacy
 - ▶ Fence to be constructed abutting existing residential properties.
 - ▶ Landscaping Plan to be completed to ensure further privacy
- ▶ Parking
 - ▶ On-site parking provided
- ▶ Traffic
 - ▶ Entrances on Davidson and Broadwood Street
 - ▶ Broadwood entrance to accommodate existing senior residence.
- ▶ Landscaping / Lighting
 - ▶ Photometric Plan to be completed to ensure lighting does not impact existing developments
 - ▶ A board-on-board fence is proposed abutting existing residential for light and sound mitigation



Thank you.

We appreciate this opportunity to speak with the community, council & staff and look forward to hearing the comments.

Candice.Micucci@antechdesign.com

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: December 5, 2023
Subject: Environmental Department Update
Attachments: N/A

Mayor and Council:

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

Operations

The Environmental Department has completed the yearly maintenance of the Sanitary Collection and Water Distribution Systems within the City.

Along with Winter Operations, staff continue to repair watermain and services as they surface. As of November 29, 2023, there have been a total of 93 watermain and services repaired throughout the City.

Capital Projects

- **ICI Water Meter Program (Carryover)** – The installation of the remaining meters is scheduled to take place the week of December 4, 2023.
- **Haileybury Water Treatment Plant Filter Rehabilitation #2** – This project has started and is scheduled to be completed by year end.
- **Robert/Elm Pumping Station – Overflow Installation** – This project started the week of November 27, 2023. It is anticipated to take 2-3 weeks to complete.
- **Montgomery Street Design** – Staff recently met with Shaba Testing Services Ltd. to discuss the preliminary design. The project is on track to be completed in December.

Prepared by:

“Original signed by”

Steve Burnett
Manager of Environmental Services

Memo

To: Mayor and Council
From: Jeremie Latour, Engineering Technologist
Date: December 5, 2023
Subject: Spatial GIS and Mapping Data Sharing
Attachments: Appendix 01 – Member Authorization Form Notice
Appendix 02 – Haileybury/ North Cobalt Map
Appendix 03 – Draft By-law (Spatial GIS and Mapping Data Agreement)

Mayor and Council:

As of November 27th, 2023, the City of Temiskaming Shores and Ontario One Call has been issued a Member Authorization form notice (Appendix 01), to be signed by the Dedicated Locator Service Provider (DLSP), and its affected members for the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home, occurring within Haileybury/North Cobalt during 2024, with Superior Locates Services as the DLSP.

Community Network Partners presented a PowerPoint at the October 17, 2023 Regular Council meeting, to provide an overview of the project. The scope of the work is to install fibre optic data cabling on the poles throughout the town of Haileybury and North Cobalt to all residences (Appendix 02).

As a part of this scope, there is a number of "make ready" items required for the engineering of the utility pole infrastructure. Some of these items will include pole and guy anchor replacement, which will require locates as well as a small number of additional spots requiring cabinet placement. Locates will be required for the area around the base of each pole which also requires work in a 6x6 meter square around the base of the pole.

50-75 locates per week for a total of 500 locates is estimated.

Therefore, Superior Locates Services as the DLSP will be responsible for all of the municipal owned infrastructure locates, and requests generated by and for the project only. There will be no financial impact to the City, and staffing implications are limited to normal administrative functions of staff.

Dedicated Locate Service Providers (DLSPs) must be agreed upon by the affected Underground Infrastructure Owners. Project Owners are required to submit a Dedicated Locator Request Notice (DL Notice), to Ontario One Call at least 90 Days before the commencement of a DL Project. Underground Infrastructure Owners and Project Owners

have 10 business days from receiving a DL Notice to agree upon the selected DLSP in writing and provide mapping.

Although not required, Ontario One Call recommends Underground Infrastructure Owners enter into an agreement with third-party companies performing locates on their behalf. As such, staff prepared a Spatial GIS and Mapping Data Sharing Agreement (Appendix 03), to outline the data that will be shared, how the data can be used, etc.

It is recommended that Council delegate authority to the Clerk to authorize the Dedicated Locator Regional Request Notice/ Member Authorization form(s), and associated agreement prior to the 10 business day deadline. Staff further recommend preparing the necessary by-law to confirm the data sharing agreement with the Dedicated Locate Service Provider to use the Spatial GIS and Mapping data in electronic format for the purpose of the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home, at the December 19, 2023 Regular Council meeting.

Prepared by:

“Original signed by”

Jeremie Latour
Engineering Technologist



DEDICATED LOCATOR MEMBER AUTHORIZATION

Ontario One Call has accepted a Dedicated Locator Regional Request Notice submitted **November 24th** on behalf of **Community Network Partners** for a **Fibre to the Home** project to occur within the **2024** Calendar year.

DL REQUEST #:



DL ZONE:



DLSP:

Superior Locates

DL STATION CODE:



Click [here](#) to reference the DL Zone Map

Member Name: _____ Station Code(s): _____

has complied with the Ontario Underground Infrastructure Notification System Act, approved of and provided mapping to the Dedicated Locate Service Provider (DLSP).

Member Name: _____

DLSP Name: _____

Authorized Contact Name: _____

Authorized Contact Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Please note: Affected Station code(s) will be suppressed under the DL Station code associated with the Dedicated Locator ID(s) assigned for the project.

Return signed Member Authorization to DL@OntarioOneCall.ca

Ontario One Call will confirm in writing when suppression has been applied to the authorized DL ID(s).

**CLICK
BEFORE
YOU DIG**
**FOR ANY SIZE
PROJECT**

Available 24/7

OntarioOneCall.ca

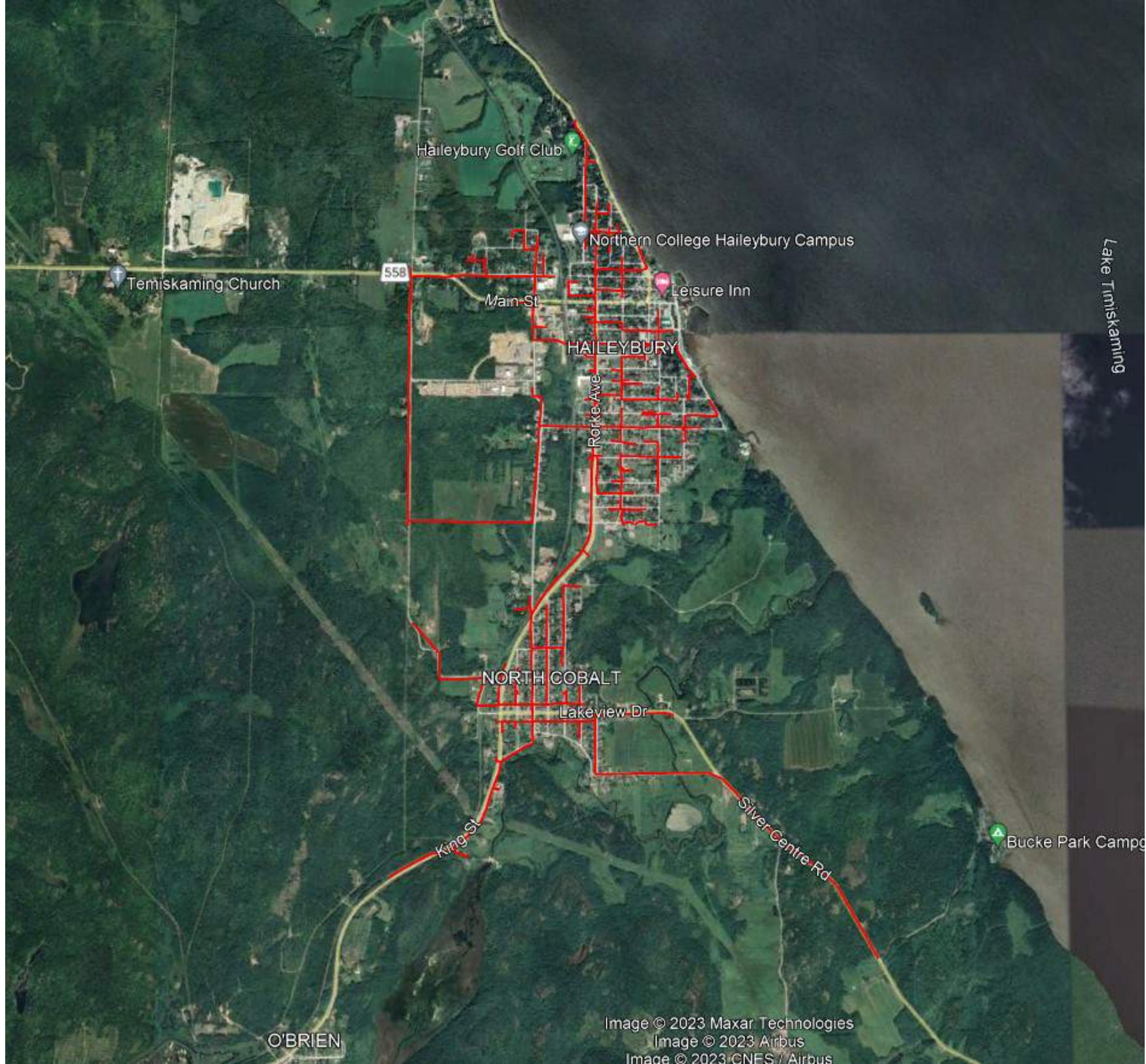


Image © 2023 Maxar Technologies

Image © 2023 Airbus

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The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to enter into a Data Sharing Agreement with Superior Locates Services Ltd. to use the Spatial GIS and Mapping data in electronic format for the purpose of the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home

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 Memo No. 032-2023-PW at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with Superior Locates Services Ltd. for the use of Spatial GIS and Mapping data in electronic format, to confirm at the December 19, 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 a Data Sharing Agreement with Superior Locates Services Ltd. to use the Spatial GIS and Mapping data in electronic format for the purpose of the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home, 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 19th day of December, 2023.

Mayor

Clerk



Schedule “A” to
By-law No. 2023-000
Lease Agreement between
The Corporation of the City of Temiskaming Shores
And
Superior Locates Services Ltd.

to use the Spatial GIS and Mapping data in electronic format for the purpose of the
Community Network Partners Dedicated Locator Regional Project for Fibre to The
Home

This Agreement made this ____ day of December, 2023.

Between:

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

And:

Superior Locates Services Ltd.
(hereinafter called the "User")

Whereas the City of Temiskaming Shores will transfer to the User a copy of the requested digital information within the specified study area. Hereinafter referred to as the "Digital Information" as outlined in Appendix 01 to this Agreement; and

Whereas the User agrees to use the information for their own internal use, subject to the terms and conditions hereinafter set forth:

1. The User acknowledges that the Digital Information, which has been licenced to or prepared and/or published by the City of Temiskaming Shores, is protected under the Copyright Act. The User may make a copy of the Digital Information for the purpose of backup only, not to be used except in the event that the primary copy is damaged, destroyed, or lost. The User shall not alter or otherwise duplicate or distribute the Digital Information in the whole or in part, in any form or format whatsoever without the prior written permission of the City;
2. The User shall not lend, sell, transfer or license the Digital Information or otherwise assign any rights under this Agreement to any third party without the prior written permission of the City;
3. Other than the backup copy, if the User wishes to make any other copies of the Digital Information for internal use or for use in another project outside the scope of this agreement, authorization in writing for such secondary copies must be obtained from the City prior to any copies being made;
4. The User hereby releases, indemnifies and holds harmless the City, their officers, servants and agents against all claims, demands, actions, losses, damages and costs arising from or attributable to the provision of, or use of, the Digital Information;
5. The User agrees that the Digital Information that is made available for use by the City is provided as such on an "as is" basis without any other warranties, representations or conditions of merchantable quality, fitness for a particular purpose, or those arising by law or by statute. The entire risk as to the results and performance of the Digital Information is assumed by the User accepting the Digital Information, including without limitation, the risk as to whether or not the

Digital Information contains errors, omissions and/or other problems that could cause system failures;

6. The User shall preserve and protect the rights of the City with respect to use of the Digital Information and shall be fully responsible to the City for acts and omissions of the Users subcontractors and persons directly or indirectly employed by the User;
7. The Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada.
8. All copies of all data and information (including digital and hard copies) will be destroyed by the User or returned to the City at the conclusion of the project. The User will not retain copies of the provided Digital Information.

This agreement will be in force until the Project Completion Date, or the City of Temiskaming Shores agrees that it is terminated.

Project Name: Community Network Partners Dedicated Locator Regional Project for Fibre to The Home

Project Completion Date: March 31, 2024

Remainder of this page left intentionally blank.

Signed and Sealed in
the presence of

Signature _____
Name/ Title (printed): _____

Clerk – Logan Belanger

Appendix 01: Data Sharing Agreement

The following Dataset will be included in this Data Sharing Agreement between the City of Temiskaming Shores and Superior Locates Services Ltd. for the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home.

Data:

1. Data link to Esri format GIS layers containing municipal owned infrastructure.
2. Curbstop locations for areas of Haileybury and North Cobalt in shape file UTM NAD83 Zone 17 coordinate format if requested by Users.
3. Any Pictures or scanned infrastructure as-built drawings if necessary and/or requested by Users if available.

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: December 5, 2023
Subject: Transportation Department Update
Attachments: N/A

Mayor and Council:

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

Operations

Winter Operations is in full swing. PW is split into four (4) teams.

Managing Potholes and road repairs. Catchbasin cleaning.

Manpower is at full capacity, and fleet is managing. Breakdowns here and there, but nothing staff can't resolve.

Capital Projects

- **West Road Culvert** – Construction started November 27th. Likely will be complete by the end of this week.
- **Triaxle** – Kenworth delivery to Gincor approximately middle December. Once Gincor completes the box, hopefully in our hands by Late January or February.

Prepared by:

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Subject: FoodCycler Pilot Program

Report No.: PW-027-2023

Agenda Date: December 5, 2023

Attachments

Appendix 01: Draft By-law - Food Cycle Science Corporation Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-027-2023;
2. That Council directs staff to include funds within the 2024 Solid Waste Operating Budget for the FoodCycler Pilot Project; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler product, and to help with the management of the Pilot Project based on 100 households, for an estimated net municipal cost of \$12,500.00, for consideration at the December 19, 2023 Regular Council meeting.

Background

At the Regular Meeting of Council held on October 17, 2023, Council received a presentation from Food Cycle Science (FCS) in relation to food waste diversion. It was identified in the presentation that 63% of food waste is avoidable and household waste is comprised of 25-50% organics, thus being a large contributor to Green House Gas emissions.

A solution to this problem is a household product called the FoodCycler. The FoodCycler devices can process food waste which converts it into a nutrient-rich by-product that can be used to enrich soil.

FCS has suggested a funded municipal pilot program for Temiskaming Shores. Based on our population, the pilot scope would consist of 100 households, resulting in a net municipal investment of \$ 10,000.00 plus HST and shipping costs.

Analysis

On November 1, 2023, staff met with the representative from FCS that provided Council with the presentation. Below are some key points that came from the meeting.

- The implementation team at FCS will provide as much support as needed throughout every step of the process.
- Program registration will be run through the FCS team and share all the registration information with the City.
- The City will promote the program on our website, social media and other platforms to ensure residents are aware of the program.
- The pricing that is offered in the proposal will be honoured moving forward in this program and future expansions/reorders. Any future grant funding, the City will have the right of first refusal.
- For the by-product in the Winter months, a family of 4 using the Eco 5 (larger unit) would likely fill up a 5-gallon pale. The by-product can be stored indefinitely in a dry place, and when the time for spring gardening comes around, residents will have a full pale of fertilizer-alternative.

Based on the purchase of 50 smaller and 50 larger units and estimated shipping fees, the gross total for the pilot project would be \$35,000.00. With the revenue from the sale of the units to residents, the net municipal cost for the project is estimated at \$12,500.00 plus HST.

This pilot program was also discussed at the recent Climate Change Committee meeting resulting in the following recommendation:

Recommendation CCC-2023-019

Moved by: Jesse Foley

Seconded by: Nadia Pelletier-Lavigne

Be it resolved that:

The Climate Change Committee recommends the City of Temiskaming Shores operates a FoodCycler pilot program to reduce food waste in municipal households and provide funding for the project within the 2024 municipal operations budget.

Carried

Relevant Policy / Legislation / City By-Law

- By-Law No. 2015-128, Solid Waste Management

Consultation / Communication

- October 17, 2023 Regular Meeting of Council - Food Cycle Science Presentation
- November 1, 2023 – Meeting with Food Cycle Science Representative
- Administrative Report PW-027-2023 – FoodCycler Pilot Program

Financial / Staffing Implications

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

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

Funds for this pilot project will be included in the 2024 Solid Waste Operating Budget.

Climate Considerations

The implementation of this pilot program will assist in the reduction of Green House Gas emission within Temiskaming Shores.

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

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to enter into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler product, and for assistance with the management of the Pilot Project (100 households)

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. PW-027-2023 at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler product, and to help with the management of the Pilot Project based on 100 households, for an estimated net municipal cost of \$12,500.00 plus HST, for consideration at the December 19, 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 Food Cycle Science Corporation, for the supply and delivery of the FoodCycler product, and to help with the management of the Pilot Project based on 100 households, for an estimated net municipal cost of \$12,500.00 plus HST, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

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

Read a first, second and third time and finally passed this 19th day of December, 2023.

Mayor

Clerk



FOODCYCLER™ MUNICIPAL FOOD WASTE DIVERSION PILOT PROGRAM



City of Temiskaming Shores
325 Farr Drive, P.O Box 2050
Haileybury, ON P0J 1K0
(705) 672-3363

Wednesday, November 1, 2023

The FoodCycler™ Food Waste Diversion Municipal Pilot Program

Dear City of Temiskaming Shores Staff and Council,

Thank you for your interest in food waste diversion in your community. Food Cycle Science (FCS) is a social purpose organization born from the alarming fact that 63% of food waste is avoidable and responsible for about 10% of the world's greenhouse gas emissions. FCS has developed an innovative solution that reduces food waste in landfills, takes more trucks off the road, reduces infrastructure and collection costs, and contributes to a 95% reduction in CO₂e compared to sending food to landfills. We deploy our patented technology to households around the world, helping them take ownership of their food waste and environmental impact.

In partnering with municipalities, we are committed to creating accessible food waste solutions for all people and changing the way the world thinks about food waste. The purpose of the FoodCycler™ Pilot Program is to measure the viability of on-site food waste processing technology as a method of waste diversion. By reducing food waste at home, you can support your environmental goals, reduce residential waste, reduce your community's carbon footprint, and extend the life of your community's landfill(s).

Based on several factors, we believe the City of Temiskaming Shores would be a great fit for the benefits of this program, and we are proposing a study involving 100 households in the City of Temiskaming Shores.

The **FoodCycler FC-30** and **Eco 5** devices can process 2.5 L and 5 L (respectively) of food waste per cycle and converts it into a nutrient-rich by-product that can be used to enrich your soil. Power consumption per cycle is ~0.8 kWh (FC-30) / ~1.3 kWh (Eco 5) and takes less than 8 hours to complete (overnight).

Every FoodCycler deployed is estimated to divert at least 2 tonnes of food over its expected lifetime. Based on market rates of \$100 per tonne of waste (fully burdened), 100 households participating would divert 200 tonnes of food waste and save the municipality an estimated \$20,000.00 in costs. Please note that this analysis is based on market rates and depending on remaining landfill lifespan and closure costs, local rates for waste disposal may vary.

Every tonne of food waste diverted from landfill is estimated to reduce greenhouse gas emissions by 1.3 tonnes of CO₂e before transportation emissions. Based on this, 100 households could divert approximately 260 tonnes of greenhouse gas emissions.

Food Cycle Science is excited to have you on board for this exciting and revolutionary program. The FoodCycler™ Municipal Solutions Team is always available to answer any questions you might have.

Warm regards,

The FoodCycler™ Municipal Team



Impact Canada/AAFC Food Waste Reduction Challenge

Food Cycle Science is a finalist of Impact Canada's Food Waste Reduction Challenge, which is a three-stage initiative from the Government of Canada through Agriculture and Agri-Food Canada to support business model solutions that prevent or divert food waste at any point from farm to plate. FoodCycler has been chosen as a finalist for our project titled: "Residential On-Site Food Waste Diversion for Northern, Rural, and Remote Communities".

The challenge objectives and assessment criteria are for solutions that:

1. **Can measurably reduce food waste** – in dollars and metric tonnes;
2. **Are innovative and disruptive to the status quo** – the old way of doing business is out;
3. **Are ready to scale up** – it is time to deploy high-impact and wide-reaching solutions across the Canadian food supply chain;
4. **Have a strong business case** – there is a demand for your solution;
5. **Make a difference to our communities** – creating jobs and increasing access to safe, nutritious, and high-quality food is a priority; and,
6. **Improve our environment** – reducing food waste means shrinking our GHG footprint and conserving natural resources.

As a finalist, Food Cycle Science is the recipient of a \$400,000 grant that is being 100% redistributed to our Canadian municipal partners in support of their FoodCycler initiatives and pilot programs. Based on several factors, FoodCycler believes the City of Temiskaming Shores would be an ideal "*Implementation Partner*" for this stage of the challenge and we are proposing a study involving 100 households in the City of Temiskaming Shores, wherein Food Cycle Science will contribute a portion of this grant money towards offsetting the costs of your program.

More information can be found here: <https://impact.canada.ca/en/challenges/food-waste-reduction-challenge>



As of the date of this proposal, there are a total of 107 Canadian municipalities who have signed on to participate in a FoodCycler program. Through this partnership, the City of Temiskaming Shores can achieve immediate and impactful benefits, acquire valuable insight about food waste diversion in your region, and showcase itself as an environmental leader and innovator in Canada.

Food Cycle Science is looking to achieve the following through this proposed partnership:

- 🌱 Receive high-quality data from pilot program participants regarding food waste diversion
- 🌱 Receive high-quality feedback from residents, staff, and council regarding the feasibility of a FoodCycler food waste diversion program for the City of Temiskaming Shores and similar communities
- 🌱 Demonstrate the viability of our technology and solutions in a municipal setting so the model can be re-deployed in other similar communities in Canada
- 🌱 Demonstration of a program regarding food waste diversion in small/rural Canada to support Phase 3 of Impact Canada's Food Waste Reduction Challenge

The City of Temiskaming Shores would receive several benefits through this partnership:

- 🌱 Opportunity to trial a food waste diversion solution at a cost well below market prices utilizing federal funding intended for food waste reduction in our country
- 🌱 Reduced residential waste generation thus increasing diversion rates
- 🌱 Reduced costs associated with waste management (collection, transfer, disposal, and landfill operations)
- 🌱 The reduction of greenhouse gas (GHG) emissions from transportation and decomposition of food waste in landfills
- 🌱 Extend the life of your landfill(s)
- 🌱 Opportunity to support Canadian innovation and clean tech
- 🌱 Opportunity to provide residents with an innovative solution that reduces waste and fights climate change, at an affordable price
- 🌱 Obtaining data that could be used to develop a future organic waste diversion program

Residents of the City of Temiskaming Shores would receive several benefits through this partnership:



- 🌱 Opportunity to own an at-home food waste diversion solution at a cost well below market prices
- 🌱 Support climate change goals by reducing waste going to landfill
- 🌱 Ability to fertilize their garden soil by generating a nutrient-rich soil amendment
- 🌱 Reduce the "ick factor" of garbage to keep animals and vermin away
- 🌱 Reduce trips to the waste site and save on excess waste fees where applicable

In the pages that follow, we will offer a pilot program recommendation for consideration.



The FoodCycler Product Family

The FoodCycler product family offers closed-loop solutions to food waste, with zero emissions or odours. This sustainable process reduces your organic waste to a tenth of its original volume. Small and compact, FoodCycler products can fit anywhere. They operate quietly and efficiently, using little energy.

FOODCYCLER™ FC-30				FOODCYCLER™ Eco 5
	2.5 L	VOLUME CAPACITY	5.0 L	
	30.5 L	UNIT VOLUME	28.9 L	
	4-8 HOURS	PROCESSING TIME	6-8 HOURS	
	0.8 kWh	POWER CONSUMPTION PER CYCLE	1.3 kWh	
	2 REFILLABLE FILTERS	ODOUR CONTROL	1 REFILLABLE FILTER	
	BACK	VENT LOCATION	TOP	



Recycle Your Food Waste in 3 Easy Steps

Step 1:

Place your food waste into the FoodCycler™ bucket. The FoodCycler™ can take almost any type of food waste, including fruit and vegetable scraps, meat, fish, dairy, bones, shells, pits, coffee grinds and filters, and even paper towels.



Step 2:

Place the FoodCycler™ bucket into your FoodCycler™ machine. The FoodCycler™ machine can be used anywhere with a plug such as a kitchen countertop, basement, laundry room, heated garage, etc.



Step 3:

Press Start. In 8 hours or less, your food waste will be transformed into a nutrient rich soil amendment that can be integrated back into your soil. The cycle runs quietly and with no odours or GHG emissions.

FoodCycler Funded Pilot Program – Subsidy Model

FoodCycler FC-30



Retail Price
= \$500



FoodCycler
Discount = \$200



Impact Canada
Investment = \$50



Municipal
Subsidy = \$100



Resident Cost
= \$150

FoodCycler Eco 5



Retail Price
= \$800



Food Cycle
Science
Discount = \$250



Impact Canada
Investment = \$150



Municipal
Subsidy = \$100



Resident Cost
= \$300

FoodCycler Funded Pilot Program Recommendation and Details

Based on the demographics and current waste management system in place at the City of Temiskaming Shores, Food Cycle Science is recommending a pilot program involving 100 households.

The funded pilot program is based on a cost subsidy model where Food Cycle Science provides an initial discount, we contribute an investment from AAFC/Impact Canada, the City of Temiskaming Shores provides a subsidy, and the resident provides the remaining contribution. The purpose of this model is to make this technology accessible to more Canadians at an affordable price.

The total investment from AAFC/Impact Canada for a 100 household pilot would amount to **\$10,000.00¹**. The funding period for AAFC/Impact Canada ends when all funding has been fully allocated, or by December 31st 2023.

Through this partnership-based program, the **municipal investment for City of Temiskaming Shores is \$100.00 per household**, regardless of which device is selected. Residents will then have the option to choose the FoodCycler™ model that best suits their household and budget.

Each FoodCycler™ is estimated to divert at least 2 tonnes of food over its expected lifetime. Based on average market rates of \$100 per tonne of waste (fully burdened), 100 households participating would divert 200 tonnes of food waste and save the municipality an estimated **\$20,000.00** in costs.

Total Invoiced Amount

	Price	Quantity	Total
FoodCycler FC-30 Municipal Rate	\$250	50	\$12,500
FoodCycler Eco 5 Municipal Rate	\$400	50	\$20,000
Shipping Estimate			\$2,500
Total Invoice Amount			\$35,000

Plus applicable taxes.

Net Municipal Cost:

	Price	Quantity	Total
Total Invoice Amount			\$35,000
Less Resident Resale: FC-30	\$150	50	\$-7,500
Less Resident Resale: Eco 5	\$300	50	\$15,000
Net Municipal Cost			\$12,500

Plus applicable taxes.

Volume Discount: Orders of 500 total units or more are eligible to receive an additional \$50.00 per unit discount on the FoodCycler Eco 5. If applicable, this discount is automatically calculated in the pricing shown above. The Municipality shall maintain a minimum of \$100.00 per household subsidy, thus passing on these savings directly to residents, reducing the resident contribution on the Eco 5 to \$250.00.

¹ Based on an estimated 50/50 split between FC-30 and Eco 5s. Will vary depending on the quantity of FoodCyclers purchased and the model ultimately selected by residents.

Purchase and Program Terms

Confirmation Deadline: Confirmation of order (Council resolution and/or signed partnership agreement) to be received no later than January 31, 2024.

Price Guarantee: Food Cycle Science will honour these rates on subsequent orders of 50 units or more, placed within the 2024 calendar year.

Shipping: Shipping estimates to your location may range from \$2,200.00 – \$2,800.00 and the \$2,500.00 quoted is an estimated average based on today's shipping rates. The Municipality may choose the shipping option that best suits their budget and needs. The higher cost shipping options will generally provide superior shipping accuracy.

FoodCycler Model Selection: During a registration period, residents will be given the option to indicate their preferred FoodCycler model. The total allotment of each FoodCycler model can be either predetermined or determined by resident selection.

Payment Terms: Payment is 100% due upon receipt of goods.

Accessories: Additional filters and other accessories may be purchased from FoodCycler at wholesale rates for resale to residents under the pilot program with no additional freight cost provided they are included in the initial order.

- **RF-35 Replacement Filter Pack (Refillable):** Includes 2 refillable filter cartridges with carbon included, good for 1 filter change. One-time purchase only to convert to the refillable system. May be purchased at a price of \$22.12 + tax in increments of 18.
- **RC-35 Carbon Filter Packs:** Includes 8 carbon packets, good for 4 filter changes. Compatible only with RF-35 refillable filter system. May be purchased at a price of \$50.00 + tax in increments of 9.
- **RC-104 Carbon Filter Packs:** Includes 4 carbon packets, good for 4 filter changes. Compatible only with the Eco 5 refillable filter system. May be purchased at a price of \$50.00 + tax in increments of 9.
- **BK-30 Spare Buckets:** May be purchased at a price of \$50.00 + tax in increments of 6.
- **BK-100 Spare Buckets for Eco 5:** May be purchased at a price of \$80.00 + tax in increments of 4.
- **RF-30 Replacement Filter Pack:** Includes 2 disposable filter cartridges with carbon included, good for 1 filter change. May be purchased at a price of \$22.12 + tax and must be purchased in increments of 20.

Warranty: 1-year standard manufacturer's warranty starting on date of delivery of all FoodCycler units to the City of Temiskaming Shores. We will repair or replace any defects during that time. Extended warranties may be purchased at additional cost of \$25.00 per year for up to 5 years.

Buyback Guarantee: Food Cycle Science will buy back any unsold units after a period of 1 year from the delivery date. All units must be in new and unopened condition. The municipality is responsible for return shipping to our warehouse in Ottawa, ON plus a \$25.00/unit restocking fee.

Marketing and Promotion: The City of Temiskaming Shores and Food Cycle Science mutually grant permission to use the name and/or logo or any other identifying marks for purposes of marketing, sales, case studies, public relations materials, and other communications solely to recognize the partnership between Food Cycle Science and the City of Temiskaming Shores. The City of Temiskaming Shores staff may be asked to provide a quote / video testimonial regarding the program.

Surveys / Tracking:

- The trial / survey period will be for 12 weeks starting on or before May 1, 2024.
- Residents will be asked to track weekly usage of the FoodCycler during each week of the trial. Tracking sheets will be provided as part of a Resident Package prepared by Food Cycle Science.
- At the end of the 12 weeks, residents must report their usage and answer a number of survey questions. Survey is to be provided by Food Cycle Science and approved by the City of Temiskaming Shores.
- The survey is to be administered either by the City of Temiskaming Shores or by Food Cycle Science, by request and with permission. All survey results are to be shared between the City of Temiskaming Shores and Food Cycle Science. The City of Temiskaming Shores shall ensure all personal information of participants is removed from any data ahead of sharing with Food Cycle Science.
- The City of Temiskaming Shores may administer additional touchpoints with participants at their discretion.

Report: At the request of City of Temiskaming Shores, Food Cycle Science will prepare a report summarizing program performance including waste diversion, potential for expansion, and other factors deemed relevant by the City of Temiskaming Shores.

Customer Support / Replacement Units:

- Food Cycle Science has a dedicated municipal support team that is available to assist residents directly with any troubleshooting, repairs, or replacement when required.
- Food Cycle Science may provide a small number of spare FoodCycler units with the initial order to be used for replacements if/when required. The City of Temiskaming Shores would be tasked with assisting residents with replacements where necessary. Replacement units will be supplied at no cost to the municipality and may represent up to 2% of the total initial order. This represents our anticipated/accepted failure rates.
 - Any unused spare units remaining after the warranty period shall be donated to a local school, with priority given to schools participating in EcoSchools Canada programs.

Summary and Acceptance of Terms

We respectfully ask that you confirm your participation no later than January 31, 2024 in order to respect the timeline of the Impact Canada Food Waste Reduction Challenge.

Summary of pilot program costs:

Program Recommendation	Invoice Amount	→	Net Municipal Cost
100 Households	\$35,000	→	\$12,500

Terms Accepted and Agreed by City of Temiskaming Shores:

Name / Title

Name / Title

Signature

Date

Signature

Date

Food Cycle Science looks forward to working with the City of Temiskaming Shores to reduce the amount of food waste going to landfill in a manner that is convenient and cost-effective.

Sincerely,

Jacob Hanlon

Municipal Program Coordinator

jacobh@foodcyclers.com | +1 613-316-4094



Food Cycle Science Corporation

371A Richmond Road, Suite #4

Ottawa, ON K2A 0E7

www.foodcyclers.com

Subject: Equipment Rental – Excavator

Report No.: PW-028-2023

Agenda Date: December 5, 2023

Attachments

Appendix 01: Draft Amending By-law

Appendix 02: Single Source Justification

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-028-2023; and
2. That Council directs Staff to prepare the necessary By-law to amend By-law No. 2019-016, as amended, to enter into an agreement with Pedersen Construction (2013) Inc., to permit an additional one (1) year extension for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs, at the same rental rates, outlined in the current agreement:

Description	Regular Rate (+tax)	After Hour Rate (+ tax)
Float Time	\$160.00/ hour	\$200.00/ hour
Breaker Attachment	\$260.00/ hour	\$300.00/ hour
Excavation Time	\$160.00/ hour	\$200.00/ hour

for consideration at the December 19, 2023 Regular Council Meeting.

Background

The City of Temiskaming Shores requires the services of qualified owner/operators for the supply and operation of an Excavator to assist in the repair of water/sewer breaks at various locations within the City of Temiskaming Shores.

The work involves the provision and transportation of suitable equipment to and from the work site, as and when required, to assist the Environmental Division of the Public Works Department with emergency repairs. The Contractor is to provide a qualified operator as well as a mechanical attachment suitable to penetrate asphalt, concrete, or frozen ground to expedite the work required. Work on site is at the direction of City staff.

In December 2018, a Request for Quotation (RFQ) was released for excavation services associated with water/sewer repairs. One (1) response was received resulting in the City entering into an agreement with Pedersen Construction. This agreement expired on

December 31st, 2020. Within the provisions of the RFQ, the agreement may be extended should both parties agree.

At the Regular Council Meeting held on November 17, 2022, Council approved a 2-year extension to the agreement. This agreement expired December 31, 2022.

At the Regular Council Meeting held on December 20, 2022, Council approved a 1-year extension to the agreement. Both parties had agreed that a 1-year term was the best approach due to the unpredictability of fuel prices.

Analysis

Pedersen Construction were contacted by staff to discuss an additional extension of the agreement, in accordance with the provisions set out in the original RFQ. It was identified to staff that Pedersen Construction would hold the rates as outlined in the current agreement for an additional 1-year extension. These rates are as follows:

- **Float Cost:** Regular Work Hours - \$160.00/hr. All Other Hours - \$200.00/hr.
- **Breaker:** Regular Work Hours - \$260.00/hr. All Other Hours - \$300/hr.
- **Excavator:** Regular Work Hours - \$160.00/hr. All Other Hours - \$200.00/hr.

The City has used the services of Pedersen Construction in the past for similar work. The contractor has equipment that is considered adequate, and the operators have a significant amount of experience in working around the underground utilities that may be involved while excavating for water/sewer main repairs.

Based on past experience, it is recommended that Pedersen Construction be awarded the contract extension for a one (1) year period (January 1, 2024 – December 31, 2024).

Prior to the end of 2024, Staff will prepare and release a new RFQ for the provision of equipment rental services for 2025 and beyond.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2019-016 - Agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator complete with Operator for Water Break repairs at various locations within the City of Temiskaming Shores
- Amending By-law No. 2020-113 - amend By-law No. 2019-016 to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator complete with Operator for Water Break repairs at various locations within the City of Temiskaming Shores (extended term to December 31, 2022)

- Amending By-law No. 2022-183 - amend By-law No. 2019-016 to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator complete with Operator for Water Break repairs at various locations within the City of Temiskaming Shores (extended term to December 31, 2023)
- PW-RFQ-010-2018 - Equipment Rental – Excavator

Consultation / Communication

- Administrative Report PW-032-2022
- Administrative Report PW-028-2023

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 ☒

Associated funds have been included in the 2024 Environmental Operating Budget.

Climate Considerations

The climate lens was used to consider the impacts as it relates to this extension. Results indicate that the extension does not contribute to an increase in greenhouse gases, temperature, or precipitation exposure.

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

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to amend By-law No. 2019-016, as amended to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator complete with Operator for Water Break repairs at various locations (One-Year Extension - December 31, 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 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 at the December 18, 2018 Regular meeting, Council adopted By-law No. 2019-016, to enter into an Agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator complete with Operator for Water Break repairs at various locations within the City of Temiskaming Shores, until December 31, 2020; and

Whereas at the November 17, 2020 Regular meeting, Council adopted By-law No. 2020-113, to amend the agreement with Pedersen Construction (2013) Inc. for a two-year extension for the rental of an Excavator complete with Operator for Water Break repairs, until December 31, 2022; and

Whereas at the December 20, 2022 Regular Council meeting, Council adopted By-law No. 2022-183, to amend the agreement with Pedersen Construction (2013) Inc. for a one-year extension for the rental of an Excavator complete with Operator for Water Break repairs, until December 31, 2023; and

Whereas Council considered Administrative Report No. PW-028-2023 at the December 5, 2023, Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2019-016 as amended, to enter into an agreement with Pedersen Construction (2013) Inc., to permit a one (1) year extension for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs at the same rental rates, plus applicable taxes, for consideration at the December 19, 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 Schedule “A” to By-law No. 2019-016, as amended be further amended by deleting Article I (c) and replacing it with the following:

Article I

- c) Complete, as certified by the Director, all the work by **December 31st, 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 19th day of December, 2023.

Mayor

Clerk

Single / sole Source Justification

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

Requested Single/Sole Source Supplier:

Company Name: Pedersen Construction (2013) Inc.

Contact Name: Karl Pedersen

Address: P.O. Box 2409

City: New Liskeard Prov: ON Postal Code: P0J 1P0

Phone Number: 705-647-6223 E-mail: kpedersen@pedersenconstruction.ca

<input checked="" 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:**

Excavator Rental w/Breaker for water and sewer repairs

Estimated Cost: \$

Hourly rate based on current agreement.

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.

The services involve the provision and transportation of suitable equipment to and from the work site, as and when required, to assist the Environmental Division of the Public Works Department with emergency water and sewer repairs.

With past request for quotations that have been released, Pedersen Construction has been the only submission.

Pedersen Construction has equipment that is considered adequate, and the operators have a significant amount of experience in working around the underground utilities that may be involved while excavating for water/sewer repairs.

Requested by: Steve Burnett
Department Head

Reviewed by: Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: December 5, 2023
Subject: Splash Pad Ad-Hoc Committee
Attachments: Draft By-law

Mayor and Council:

The Rotary Splash Pad was completed and opened for operation in August 2023. Staff are pleased to finally get this facility open and operational for use by the community.

With the facility open for use, the Temiskaming Shores Splash Pad (Ad-Hoc) Committee has completed its mandate as per its terms of reference.

Staff are recommending that Council repeal By-law 2017-103, a by-law to adopt Terms of Reference for the Temiskaming Shores Splash Pad Committee, at the December 19, 2023 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Mathew Bahm
Director of Recreation

"Original signed by"

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to repeal By-law No. 2017-103 to adopt a Terms of Reference for the Temiskaming Shores Splash Pad Committee

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

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

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

Whereas Council adopted By-law No. 2017-103, being a by-law to adopt a Terms of Reference for the Temiskaming Shores Splash Pad Committee at the August 8, 2017 Regular Council meeting; and

Whereas Council considered Memo No. 026-2023-RS at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to repeal By-law No. 2017-103 as the Temiskaming Shores Splash Pad Committee has completed its mandate, for consideration at the December 19, 2023 Regular Council Meeting.

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

1. That Council for the City of Temiskaming Shores hereby repeals By-law No. 2017-103, and any associated amendments.
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 19th day of December, 2023

Mayor

Clerk

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: December 5, 2023
Subject: Recreation Operations Update (December)
Attachments: Appendix 01 - Recreation Department Projects Tracking Sheet
Appendix 02 – PFC Monthly Summary (October)

Mayor and Council:

Below is the monthly operational update from the Recreation department:

Parks and Facilities:

Remembrance Day Services

- Recreation staff assisted with the new Legion Banner initiative in both Haileybury and New Liskeard. Miller Maintenance donated their time for the banner installation.
- Recreation staff also assisted with the Remembrance Day services, doing the road closures and setting up a sound system at the New Liskeard Cenotaph.

Downtown Christmas Lights

- Miller Maintenance installed the downtown Christmas lights in both New Liskeard and Haileybury, with assistance from Recreation Staff. We also had Miller Maintenance install new, commercial Christmas lights at the Haileybury cenotaph.
- Recreation staff worked both the Haileybury Night of Lights and the New Liskeard Tree Lighting, coordinating the road closures for the well-attended events.

Village Noel

- Recreation staff assisted with various tasks to ensure Village Noel was a success for 2023. Staff set-up the portable stage, supplied picnic tables,

garbage cans, chairs, tables, and did periodic garbage runs throughout the event. Staff also decorated the “Wayne Train”, and staff drove the float in the Santa Claus Parade. Thank you to Members of Council who were able to attend.

Arenas

- Both arenas were busy in the month of November as TSMHA hosted a U11 tournament, November 10-12th, along with the Cubs playing 3 home games.
- Staff are currently painting the old entrance and stairway at the SHSMA as Open Studio Libre are moving into the Lion’s Den on December 1st.

Building Maintenance:

- Staff completed some flooring repairs at the DSMA and some repairs to the SHSMA old entrance in anticipation of Open Studio Libre moving in beginning December 1st.
- A new downspout was installed at the DSMA at the gymnastics entrance to alleviate issues with water dripping off the roof at that location.
- At the PFC, a new radiant wall heater was installed in the exit hallway leaving the pool deck on the north side of the building.
- Building maintenance staff assisted with the installation and lighting of the portable heaters for the kiosks and portable stage at the Village Noel event.

Programming:

PFC

- The current swimming lesson session will finish on December 5th. The next swim lesson registration begins on December 19th for programs starting in January 2024.
- The Bronze Cross course scheduled for November 23-26 was cancelled due to a change to our instructor suffering an injury. The course will be rescheduled at a later date.
- Our Aquatics/Youth Programmer is unexpectedly off, but we have been able to continue with most of our daytime programming at the pool.

- Christmas sponsored swims are coming in now so there will be roughly 10 swims that families can enjoy.
- The gym and pool have been very busy, Aquafitness classes have had a very high attendance with new people coming all the time.
- The Ontario Northland bus has also made it busy and challenging for staff at times.

Age Friendly Program

- Beginner and intermediate line dancing classes continue in New Liskeard and Haileybury. Approximately 20-30 people attend each class.
- Women's exercise classes continue to take place two times per week upstairs at the Haileybury Arena hall, with 15-20 in attendance for every class.
- Indoor pickleball takes place every Friday morning in New Liskeard, 15-20 are in attendance on a weekly basis.
- Indoor walking started on November 20th at Northern College. This program is scheduled to take place at Northern College twice a week this year. We are also looking for a location in New Liskeard.
- Our Age Friendly Coordinator did a presentation to the library board regarding the Community Fridge Project. She presented early evaluation results to the board, and they have agreed to extend the agreement to allow the program to continue. A full evaluation is being drafted.
- We also conducted an interview with CBC Sudbury regarding the update on evaluation and extension of community fridge project.

Healthy Kids

- In-school cooking classes were brought to a number of students over the past month. Focus is on age appropriate skills in the kitchen along with nutritional information to inform healthy choices.
- We have organized three family yoga sessions in November. These are offered free of charge and in a way that helps families connect.
- Attended National Childs' Day on Friday November 17th at the Riverside Place. Promoted the Healthy Kids Program and baked healthy cookies with families.

Administration:

- Work continued throughout November in preparation for the 2024 Operations and Capital budget. We are working towards hitting the ground running in 2024, with various projects to ensure no time is wasted.
- Staff began discussions with the New Liskeard Agricultural Society to update their lease agreement. The current agreement lacks some pertinent details, and both parties agreed that clarifying the roles of each organization is important.
- I also attended the most recent TSAAC meeting to discuss updates to their plan, and to explain some of the initiatives that have been undertaken over the last year.
- We are also working on bringing forward to Council a change order with WF Group for the building decarbonization study and a revised funding agreement with FCM for the project. The change would allow for an additional six buildings to be included in the study while still being funded at 80% by the FCM.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

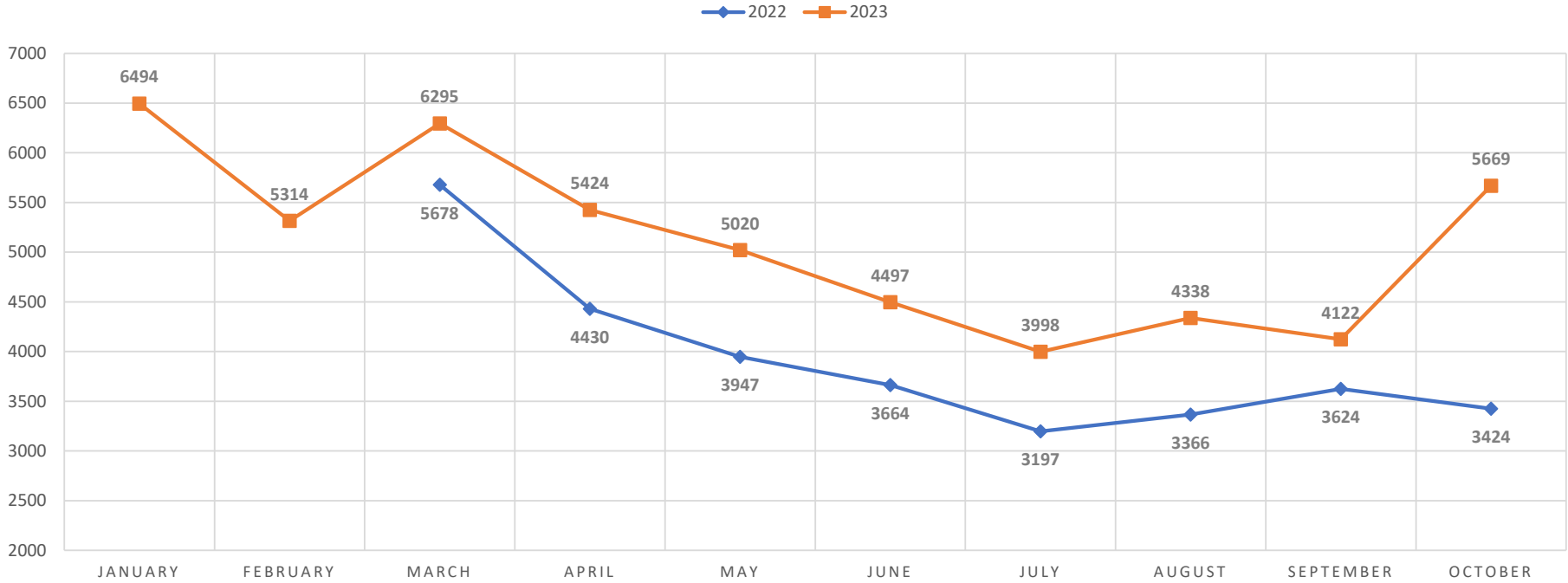
Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

2023 Budgeted Recreation Department Projects									
Project	Rec/ BM	Budgeted Cost	Project Lead	Project Method	Year	Capital/Operating	November 2, 2023		November 29, 2023
NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	Contractor is working on correcting the deficiencies noted. Flooring is scheduled to be installed in the vestibule on November 20th.		Flooring has been installed. A site meeting will be completed on November 30th and the mechanical consultant will complete their inspection in December.
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	A report for the award of this project is included in the Council package		Project has been awarded to WF Group and work has begun.
HLby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	Staff have received a preliminary quote to replace the fixture and are awaiting a proposal to install it and install an activator.		A report to council is included in the December 5th CoW package.
Kickplate Replacement (HLby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	Materials are on site and will be installed in 2024.		Materials are on site and will be installed in 2024.
<u>City Hall HVAC Recommissioning</u>	<u>BM</u>	<u>\$ 30,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2023</u>	<u>Operating</u>	<u>Based on discussions with the funding organization, available staff time and current spending staff have decided to defer this project</u>		<u>Cancelled</u>
<u>Lions Courts Panel Replacement</u>	<u>Rec</u>	<u>\$ 9,000</u>	<u>Paul</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>		<u>Completed</u>
<u>Splash Pad</u>	<u>Rec</u>	<u>\$ 522,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2021</u>	<u>Capital</u>	<u>Completed</u>		<u>Completed</u>
<u>NL Arena Condenser</u>	<u>Rec</u>	<u>\$ 120,000</u>	<u>Matt</u>	<u>Canoe</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>		<u>Completed</u>
<u>PFC Chlorination and Water Quality</u>	<u>Rec</u>	<u>\$ 60,000</u>	<u>Jeff</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>		<u>Completed</u>
<u>Dog Park Lighting</u>	<u>Rec</u>	<u>\$ 40,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>		<u>Completed</u>
<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>Completed</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>Completed</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>\$ 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>\$ 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>\$ 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>\$ 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>\$ 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>\$ 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>\$ 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>\$ 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>\$ 5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>		<u>Completed</u>

2023 PFC Monthly Summary	
October 2023	
<u>Statistics</u>	
Pool	1409
Squash	65
Gym	3839
Class	316
Total	5629
Firefighters	49
Doctors	124
Community Living	9
NEOFACS	0
Northern Star	2
A. Recovery	0
Lifetime	27
Total	211
Temagami Health	0
Northern Loons	0
Total	0
City Employees	236
City Summer Students	0
Councillors	2
Total	238
<u>Residents</u>	
Tem. Shores	4890
Other	404
Quebec	375
Total Residents	5669
Increase (Decrease) vs Oct 2022	65.57%
Total Attendance October 2022	3424

PFC ATTENDANCE 2022-2023



Subject: Recreation Department Fee Updates

Report No.: RS-027-2023

Agenda Date: December 5, 2023

Attachments

Appendix 01: Draft Fee Schedule

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-027-2023; and
2. That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) as amended, to update Recreational Fees for 2022-2024, for consideration at the December 19, 2023 Regular Council meeting.

Background

Staff completed a thorough review of recreation fees in the summer of 2021, in anticipation of setting a three-year fee schedule for 2022, 2023 and 2024. This review was presented to Council at the November 2, 2021, Regular Council Meeting and adopted by Council as By-Law 2021-169. The fee schedule was subsequently amended at Council's Regular Meeting on December 21, 2021, and on September 20, 2022 to make minor updates.

As part of the changes to fees in September 2022, the City substantially decreased the costs for aquatic leadership programs leading to National Lifeguard certification. This was completed to ensure that there were fewer barriers and costs for people who wished to become certified lifeguards, and to potentially work for the City of Temiskaming Shores. Staff are proposing to make these fee changes permanent.

Staff are also proposing to include some additional fees already charged to the public in the by-law. These fees include advertisement costs within recreation facilities, a lost card fee and a monthly locker rental fee.

Also proposed are an increase in the fee for minor ball participants from \$50.00 to \$55.00, an increase in the transient docking fee to \$35.59 from \$30.59, and various formatting and clarifications.

Analysis

Lifeguards are the backbone of any aquatics program, and it has become increasingly difficult to find interested, capable and qualified individuals to work for the City of Temiskaming Shores in this capacity. To help mitigate this issue, Council agreed to lower the costs to attain the certifications necessary to become a lifeguard on a trial basis in 2021 and 2022. Course registration costs were changed accordingly:

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

Since this change, the City has offered both programs with a strong response from the public. Our most recent NLS course had a full 16 registrants, which has not happened since 2016, including 3 older adults. Additionally, our most recent Bronze Cross and Bronze Medallion courses have had more registrants than any other similar course with records available.

The proposed change to the Minor Ball fee from \$50.00 to \$55.00 is to reflect increased costs to run the program, and because the fee has not changed in three years.

The proposed change to the marina transient fee is to better reflect current market pricing, and to incentivize monthly or seasonal slip rentals.

Relevant Policy / Legislation / City By-Law

- 2024 Municipal Operations Budget

Consultation / Communication

- Consultation with the City's Aquatic Management team
- Consultation with the Superintendent of Community Programs

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 ☒

Continuing the current fee structure for aquatic leadership programs would see the City forgo approximately \$2,500 in estimated revenue for the 2024 operations budget. This has been calculated based upon the 2023 registration data and the expected decrease in registrations if pricing reverted back to historical levels. Continuing the proposed pricing structure is important to ensure that the number of people available to be lifeguards for the City continues to improve. Ultimately, to meet our department goals for

community recreation we depend on certain staffing levels which has become increasingly difficult to maintain.

Climate Considerations

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

Alternatives

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

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Recreation Department Fees

Prices plus HST (where applicable)

1. Arenas

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

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

2. Outdoor Facilities and Sport Programs

Minor Sports Program			
	2022	2023	2024
Minor Ball	\$ 50.00	\$ 50.00	\$ 55.00

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

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

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

3. Municipal Halls and Event Spaces

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

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

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

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

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

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

Note:

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

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

4. Outdoor Leisure Facilities

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

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 35.59

5. Waterfront Pool and Fitness Centre

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

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

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

Aquatic Leadership Programs*			
Bronze Medallion	\$ 78.75	\$ 78.75	\$ 81.90
Bronze Cross	\$ 65.63	\$ 65.63	\$ 68.25
Bronze Cross with Standard First Aid	\$ 78.75	\$ 78.75	\$ 81.90
National Lifeguard Course	\$ 0.00	\$ 0.00	\$ 0.00
National Lifeguard Course (Non-Resident)	\$ 157.50	\$ 157.50	\$ 163.80
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Swim Instructors Course	\$ 167.76	\$ 167.76	\$ 174.47

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

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

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

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

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

Waterfront Pool & Fitness Centre - Other Fees			
	2022	2023	2024
Membership Card Replacement Fee	\$ 10.00	\$ 10.00	\$ 10.00
Monthly Locker Rental	\$ 12.00	\$ 12.00	\$ 12.00

6. Non-Resident User Fees

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

7. Other Fees

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

Recreation Facility Advertisement Fees			
	2022	2023	2024
DSMA or SHSMA Rink Board Advertisement	\$ 400.00	\$ 400.00	\$ 425.00
DSMA or SHSMA Wall Board Advertisement	\$ 400.00	\$ 400.00	\$ 425.00
DSMA Bulletin Board Advertisement	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
WPFC Squash Court Advertisement Fee	\$ 150.00	\$ 150.00	\$ 150.00
Ball Diamond Fence Advertisement Fee	\$ 200.00	\$ 200.00	\$ 200.00

Note:

All advertisements are subject to additional terms and conditions.

Subject: Haileybury Beach Mushroom Water Feature Replacement **Report No.:** RS-028-2023

Agenda Date: December 5, 2023

Attachments

- Appendix 01:** Sole Source Justification
Appendix 02: Nirbo Aquatic Inc. Estimate (Draft By-law)
Appendix 03: Nirbo Custom Spray Feature Schematic
Appendix 04: Funding Confirmation Letter – One Foot Forward

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-028-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Nirbo Aquatic Inc. for the supply of splash pad equipment in the amount of \$15,196 plus applicable taxes, for consideration at the December 19, 2023, Regular Council meeting.

Background

The Haileybury Beach Mushroom is an important piece of the City's recreation infrastructure in Haileybury. It is located near the Haileybury beach and provides an alternative water space for young children to enjoy who may not be willing or able to swim in Lake Timiskaming.

The Beach Mushroom operates as a recirculating wading pool and is classified as a wading pool within the current Ontario Pool regulations. There are a number of requirements necessary to operate a wading pool in Ontario, including direct supervision of the pool by trained lifeguards. The wading pool also requires adequate fencing surrounding it with a locked gate and continuous water quality monitoring of chlorine residual, the same as is done at the Pool & Fitness Centre.

Because of these onerous requirements, staff have been searching for a way to change how the Mushroom operates so it can be classified as a splash pad which has more forgiving regulations.

In consultation with the City's splash pad contractor, it was proposed that a custom splash pad feature be created that would attach to the current stainless-steel stem of the Mushroom. The new spray feature would be activated by a button which would run the water for a predetermined time with that water going into the drain. The system would be pressurized by the municipal water system, the same as the Rotary Splash Pad.

This is not an option currently, as the system must be manually turned on/off by staff and the Mushroom recirculates a much higher volume of water that staff have deemed not economically feasible to simply put that water to drain.

Nirbo Aquatics Inc. was recommended to the City by Diamond Head Sprinklers, the contractor who built the City's splash pad. Staff discussed the City's situation and a proposed solution with representatives from Nirbo who provided proposed a custom spray feature (Appendix 03) and cost estimate (Appendix 02).

Analysis

The proposed spray feature meets not only the requirements of the City's funder, but will allow for a water usage that is within the acceptable limits for a splash pad. These changes will allow the Mushroom to be classified as a "Splash Pad" as per the Ontario Pool Regulations, and allow for the City to operate this water feature for a longer number of days per year as well as a longer number of hours per day. Whereby previously, the Mushroom was only operated when lifeguards were available to open and close the feature (approximately 6 hours per day, 8 weeks per year), this new spray feature is expected to be open from 9am to 8pm, from approximately June 1st to September 15th yearly.

The installation of the equipment has yet to be finalized, with both installation by City staff and installation by a contractor being considered. If installation is done by an outside contractor, the City will pay for this with leftover funds from the One Foot Forward donation. Installation is expected to take place in the spring of 2024.

Relevant Policy / Legislation / City By-Law

- 2023 Capital Budget
- [By-Law No. 2017-015, Procurement Policy](#)

- [Ontario Regulation 565: Public Pools](#)

Consultation / Communication

- Consultation with the Superintendent of Parks and Facilities
- Consultation with Diamond Head Sprinklers Inc.
- Consultation with One Foot Forward Foundation

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 item was included within the 2023 Capital budget with an estimate of \$25,000. Those costs were to be covered by an outside donation which has been secured in the amount of \$20,000 over 5 years. The total cost of this equipment is \$15,196 plus non-refundable HST, with additional components required for installation estimated to cost approximately \$1,000.

Climate Considerations

Based on the use of the Clean Air Partnership Climate Lens this procurement is expected to have a negligible impact on greenhouse gas emissions and exposure to precipitation related changes.

This spray feature is expected to have a positive impact on adaptation to increasing temperatures. Increases to temperature will require options for people to cool off from the heat. Safe and publicly accessible cooling infrastructure will help with this expected change.

Alternatives

1. Council could direct staff to issue a Request-for-Proposal for this item.
2. Council could direct staff to not make any changes to the Haileybury Beach Mushroom.

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

Single / Sole Source Justification

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

Requested Single/Sole Source Supplier:

Company Name: Nirbo Aquatics Inc.

Contact Name: Mehmet Salih Sokmen

Address: 39-2400 Lucknow Drive

City: Mississauga Prov: ONT Postal Code: L5S 1T9

Phone Number: () E-mail:

<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:**

Provision of custom splash pad equipment

Estimated Cost: \$

\$15,196

Complete the following checklist:

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

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

☒ A specific item is needed:

☒ To be compatible or interchangeable with existing hardware;

☐ As spare or replacement hardware;

☐ For the repair or modification of existing hardware, or

☐ For technical evaluation or test.


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

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

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

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

This supplier has created a custom splash pad feature to fit with this specific use at the Haileybury Mushroom on the recommendation of Diamond Head Inc. who completed the installation of the Rotary Splash Pad. To minimize the chances of potential issues retrofitting the Beach Mushroom, staff believe that it is best to go with this company. They have completed custom features before and are recommended by a contractor that the City has had success with completing complicated projects in the past.

Requested by: 
Department Head

Nov 29, 2023
Date

Reviewed by: _____
City Manager

Date

Endorsed by: _____
Council

Date

The Corporation of the City of Temiskaming Shores
By-law No. 2023-000

**Being a by-law to enter into an agreement with Nirbo Aquatic Inc. for the
supply of splash pad equipment**

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. RS-028-2023 at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Nirbo Aquatic Inc. for the supply of splash pad equipment in the amount of \$15,196 plus applicable taxes, for consideration at the December 19, 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 Nirbo Aquatic Inc. for the supply of splash pad equipment in the amount of \$15,196 plus applicable taxes, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of December, 2023.

Mayor

Clerk

DRAFT



Schedule "A" to

By-law No. 2023-000


Agreement between

The Corporation of the City of Temiskaming Shores

And


Nirbo Aquatic Inc.

For the supply of splash pad equipment

	Project Name / Location Splash Pad Equipment / Haileybury, ON	Project No 900444-01	Date November 15, 2023	Revision B
---	--	-------------------------	---------------------------	---------------

All prices net, all taxes and shipping extra, FOB our plant, prices valid for 60 days. All equipment is the property of Nirbo Aquatic Inc until all payments are made in full.

ITEM	PART NO	QTY	DESCRIPTION	Unit Cost	Extended Cost
				CAD	CAD
1	900429-02	1	MIX TRIO	\$7,635	\$7,635
2	13001-01	1	BASIC CONTROLLER 1 OUT	\$2,961	\$2,961
3	03569-02	1	ACTIVATOR-03	\$3,850	\$3,850
-	N/A	1	SHIPPING ESTIMATE BASED ON SINGLE SHIPMENT. MULTIPLE SHIPMENTS WILL COST MORE.	\$ 750	\$ 750
TOTAL COST					\$15,196

	Project Name / Location Splash Pad Equipment / Haileybury, ON	Project No 900444-01	Date November 15, 2023	Revision B
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Payment Schedule:

- Fifty Percent (50%) of Proposal Total ("Initial Deposit") upon **Nirbo Aquatic Inc.'s receipt** of Purchase Order, signed by **Purchaser**.
- Balance, including delivery charges due before shipping of order. In order to facilitate an 8-10weeks production schedule, the Initial deposit required must be received by Nirbo. Nirbo will start manufacturing when Initial Deposit received.

Terms & Conditions of Sale

- All equipment is property of Nirbo Aquatic Inc until all payments made in full.
- Before signing this *Purchase Order, and initialing pages, please* read Nirbo Aquatic Inc.'s terms and conditions of sale. The Customer's acceptance and understanding of these terms and conditions is evidenced by signing of this *Purchase Order Form*.
- Payment terms are listed above under *Payment Schedule* and you are in agreement with them. Any overdue balances are subject to interest charges of 2% per month and any associated warehousing fees. There are no holdbacks.
- Purchaser will be in breach of the Purchase Order if any Deposit is not received by Nirbo Aquatic Inc. within the required 15-day period following receipt of any applicable Written Notice.
- Nirbo Aquatic Inc. is responsible to coordinate with the Purchaser the actual delivery date to enable the purchaser to make preparations for the material unloading and handling.
- Nirbo Aquatic Inc. will offer installation instructions and operational manuals to ensure the proper installation and operation of the Nirbo Aquatic playground system. Free technical support is also provided.
- Delivery shall be either *FCA Origin* for all truck deliveries, or *FOB Origin* for all marine shipments, for all required Nirbo Aquatic Inc. playground products. All Nirbo Aquatic Inc. products are thoroughly wrapped to ensure protection. All shipments must be inspected upon delivery and any errors or omissions on parts must be reported to Nirbo Aquatic Inc. or the transport company within 48 hours of receipt of goods.
- You have read, understood and are in acceptance of Nirbo Aquatic Inc.'s Warranty Document as provided under separate cover.
- Nirbo Aquatic Inc. has a no return policy and requests customers to determine their product and color selections carefully.
- Cancellation: Orders placed for equipment covered by Nirbo Aquatic Inc.'s quotation are not subject to cancellation or modification, in whole or in part, after Purchaser's acceptance, except with Nirbo Aquatic Inc.'s express written consent, and upon Purchaser's payment of a cancellation charge which will cover all costs incurred by Nirbo Aquatic Inc. to the time of cancellation. If Purchaser cancels the order without Nirbo Aquatic Inc.'s express written consent, the Purchaser agrees to pay all to date costs incurred by Nirbo Aquatic Inc., in addition to compensation for any loss of profits that it may suffer in the event that Nirbo Aquatic Inc. is unable to resell the material and equipment and/or component parts thereof at the contract price. Material purchased by Purchaser's payment of cancellation fee will be shipped upon request. Customized material is the property of the Purchaser when purchased by Nirbo Aquatic Inc. for production and will be sent to Purchaser upon payment of cancellation charges.
- All State and local taxes are for the account of the buyer.
- Force Majeure. If the performance by a Party of any of its obligations under this Agreement (other than payment obligations) shall be interfered with by reason of any circumstances unforeseeable, irresistible and beyond the reasonable control of that Party, then that Party shall be excused from such performance while such circumstances exist and such additional period as may be reasonably necessary to allow that Party to resume its performance
- "Any Party Asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."
- You have read and are in acceptance of all the specifications of the Nirbo Aquatic Inc. components and equipment that are included in this order.

If you are in acceptance and agreement to these terms and conditions, please initial all pages and sign below, and fax to Nirbo Aquatic Inc.

Please forward signed original documents to Nirbo Aquatic Inc. Or you may mail both copies of this agreement to Nirbo Aquatic Inc. See address on top of this page. Your copy of the executed agreement will be returned to you. This agreement must be signed before any components or equipment will be shipped.

Account Payable Department	Approved By
Name of Contact:	Printed Name & Title:
Phone No:	Signature:



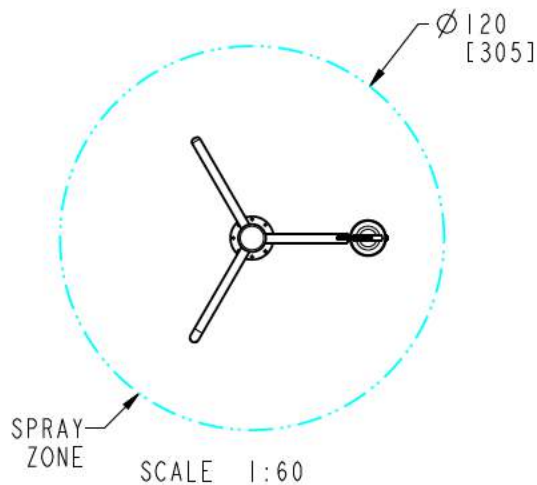
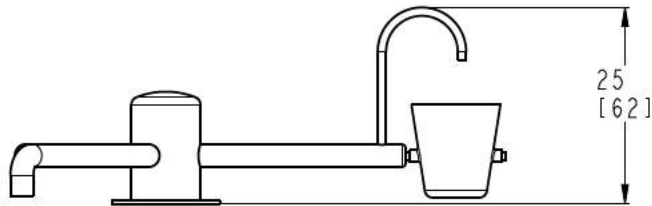
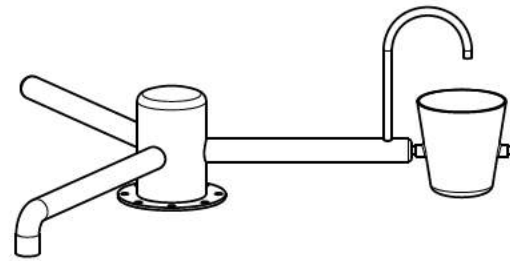
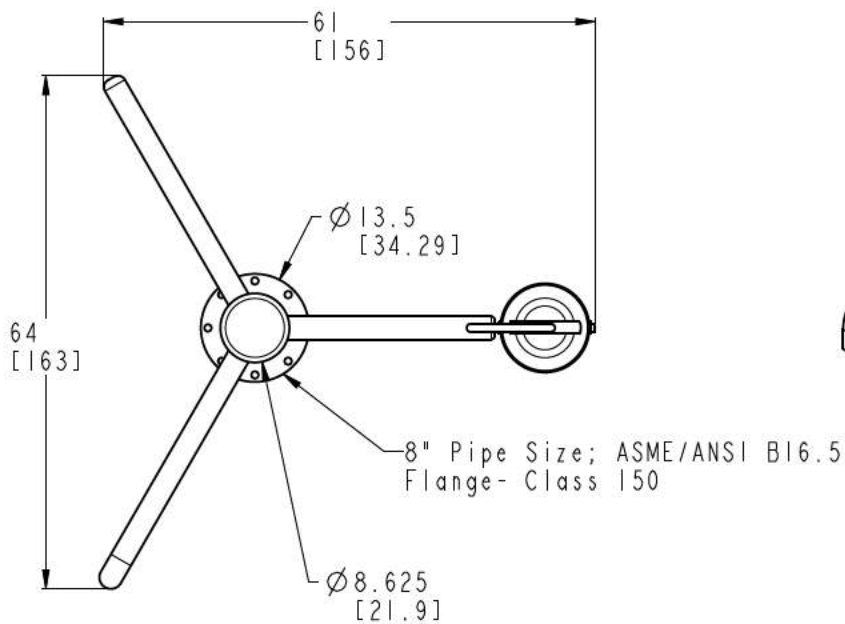
Nirbo water features are made from high quality stainless steel and engineering plastics materials, therefore they are very durable and have excellent fun factor. There are over one hundred different water features to choose from, this product is just a great example. We use brass or stainless steel nozzles which are ideal materials for the application.

Mix Trio Custom | 900429-02

GPM	Max PSI	LPM	Max Bar
30	10	120	0.7
Width	Length	Height	
61" (156 cm)	64" (163 cm)	25" (62 cm)	

Nirbo Aquatic Inc.

2400 Lucknow Drive, unit 39, Mississauga, ON L5S 1T9, Canada
Toll Free: 1.888.68.NIRBO (64726) | Tel: 1.905.766.4474 | Fax: 1.905.766.4467
Website: www.nirbo.com | Email: info@nirbo.com



FLOW (5-10 PSI)	LOW	NORMAL
GPM	20	30

- 1- STRUCTURE: TYPE 304 STAINLESS STEEL
NOZZLE: BRASS WITH TAMPER RESISTANT FEATURES
BEARINGS: BRONZE
BUCKET: FRP
- 2- FINISH: UV RESISTANT POLYESTER POWDER COATING
- 3- PRODUCT INCLUDES:
ANCHOR BOLTS WITH HARDWARE AND FOOTING
TEMPLATE, NOZZLES, WINTER NOZZLE CAPS, SERVICE
TOOLS & TAMPER RESISTANT HARDWARE
- 4- BOND COMPONENT WITH #6 BARE COPPER WIRE
- 5- PRODUCT COMPLIANCE:
MEETS ADA ACCESSIBILITY GUIDELINES
MEETS CURRENT ASTM F1487 SAFETY STANDARDS

**NIRBO
AQUATIC INC.**

ALL INFORMATION CONTAINED
IN THIS DOCUMENT IS PROPERTY
OF NIRBO AQUATIC INC. AND
MAY NOT BE REPRODUCED OR
COMMUNICATED WITHOUT
PERMISSION IN WRITING FROM
NIRBO AQUATIC INC.

DATE
(yyyy.mm.dd)
2013.11.14

UNIT
INCH
[CM]

MIX TRIO
SURFACE MOUNTED

SHEET

1 / 1

DRAWING NO

900429-02-D15

REV

01

November 7, 2023

Matt Bahm
Director of Recreation
City of Temiskaming Shores
mbahm@temiskamingshores.ca

Dear Matt,

RE: Sponsorship of Haileybury Beach Mushroom Upgrades

On behalf of the Gordon and Greyson Zubyck Memorial Fund, I am pleased to inform you that we will be providing the City of Temiskaming Shores up to \$20,000 over five (5) years for the upgrades to the Haileybury Beach Mushroom. We feel this project aligns with those of the Zubyck Memorial Fund and One Foot Forward. Our hope is that the residents and visitors of Temiskaming Shores can enjoy this fun addition to the Haileybury Beach for years to come in memory of Gord and Greyson.

Thank you for this opportunity to, once again, partner with the City on an important endeavor.

Yours truly,



Shelly Zubyck
One Foot Forward Co-Founder

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



December 5th, 2023

EMERGENCY RESPONSES

Total responses for the period November 1, 2023 – November 30, 2023

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

Station 1 - Incident Response Summary (1 Call)

- Fire Call, 610 Lakeshore Rd South – Other Response – Electrical - no fire.

Station 2 - Incident Response Summary (3 Calls)

- Fire Call, 208 Armstrong St. – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 310 Whitewood Ave. – False Alarm – Alarm System Equipment Malfunction.
- MVC – Farah Ave. and Maple St. - Vehicle

Station 3 - Incident Response Summary (3 Calls)

- Fire Call, First Brooke Twp. – Call Cancelled on Route – Slash Pile Burning.
- Fire Call, Hwy 65 West and Golf Course Rd. – No Loss Outdoor Fire – Hydro Pole.
- Fire Call, 138101 Peters Rd. – Power Lines Down, Arcing – no fire

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
114	\$486,500	\$3,319,000

Activity Report – November 1, 2023 – November 30, 2023

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of November 1, 2023 – November 30, 2023, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
30	5	11			7	3	56

Total Inspections year to date 2023 – 406

Public Education/Events

- Remembrance Day Ceremony's.
- 100 Market Street Fire Safety Presentation – DSSAB Staff training.
- Santa Claus Parade.
- Angel Campaign – NEOFACS.
- CJTT monthly morning chats.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

Assistance from Building Department, Emergency Order – One person displaced – Ongoing.

TRAINING AND EDUCATION

- NFPA 1041 Fire Instructor 1 first in class session complete.
- Station 1 - Apparatus and Equipment, Air Management Circuit.
- Station 2 – Apparatus and Equipment, Ground Ladders.
- Station 3 – Apparatus and Equipment, Tour of new Temiskaming Lodge facility.
- NFPA 1021 Fire Officer 1 and NFPA 1002 Pump Ops courses approved for 2024.

MAINTENANCE

- Regular maintenance.
- PPE annual testing is ongoing.

NEW BUSINESS

- Volunteer firefighter recruitment and retention survey completed.
- Service awards

2022

5 Years – Kevin Plant, Brian Teal, Adam Ranger

10 Years – Tim Goodyear, Raymond Brazeau

15 Years – Rheal Allard

20 Years – Kyle Brown, Sean Goddard, Gaston Beaubien

25 Years – Garrett Hunting

30 Years – Yvon Desjardins, Mark Manners, Ron Brazeau

2023

5 Years – Marc Lalonde, Codey Sheppard, Spencer Wilson

10 Years – Lawrence Pye, Matt Del Monte, Dustin Catt, Jason Eckensviller

15 Years – Jocelyn Plante, Ryan Eckensviller, Gaetan Breault

20 Years – Deb St. Louis

25 Years – Ian Mackey, Leo Geffroy

30 Years – Danny Belanger, Eric St. Louis

45 Years – Gilbert Breault

Memo

To: Mayor and Council
From: Stephanie Leveille, Treasurer
Date: December 5, 2023
Subject: Year End Transfers to/from Reserve and Reserve Funds
Attachments: N/A

Mayor and Council:

All transfers to/from reserves and reserve funds shall be approved by Council, normally as part of the annual budget approval process or at year-end, as recommended by the Treasurer.

We are currently approaching the fiscal year end; therefore, approval is required to process the journal entries required to finalize the statements and prepare for the audit.

Please see reserve balances below, as at December 31, 2022 and preliminary estimates for December 31, 2023 (excluding in-year reallocations and transfers relating to year end surplus/deficits):

	ACTUAL (per audited stmts)	ESTIMATE
	Ending Balance	Ending Balance
Reserve	31-Dec-22	31-Dec-23
Working Capital - General	6,897,422	7,196,644
Working Capital - Environmental	2,060,156	722,772
Working Capital - Business Improvement Area	63,568	63,568
Election Expense Reserve	0	29,924
Fire Equipment Reserve	25,914	7,053
Solid Waste Diversion Fee Reserve	89,955	89,955
Cemetery Reserve	0	0
Doctor Recruitment Reserve	20,598	20,598
Medical Centre Reserve	4,628	23,330
Bucke Park Reserve	52,170	8,015
Accessibility Reserve	30,000	8,021
Fleet Replacement Reserve	336,345	84,199
Transit Reserve	141,534	141,534
Library Reserve	0	0
PDAC Reserve	119,392	119,392

Economic Development Reserve	134,234	706,234
Community Development Reserve	141,215	148,565
Solid Waste Landfill Reserve Fund	248,319	135,205
Total Reserve Balance	\$10,365,449	\$9,505,008*

*Projected balance prior to entries relating to 2023 in-year reallocations and year end surplus/deficits

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Stephanie Leveille
Treasurer

Shelly Zubyck
Director of Corporate
Services

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Stephanie Leveille, Treasurer
Date: December 5, 2023
Subject: Borrowing By-Law
Attachments: Appendix 01: Draft Borrowing By-law

Mayor and Council:

From time to time, the Municipality may require the need to access funds through short-term borrowing to meet current expenditures. Although every effort is made to ensure the municipality's cash flow is stable, there may be times where the need to access short-term funds would arise. As noted in attached draft by-law (appendix 01), the Municipal Act, 2001 sets limitations on the total amount which may be borrowed from all sources at any one time. The Mayor and Treasurer shall ensure that the terms and conditions of the agreement are adhered to.

Our financial institution requires a Council approved 2024 Borrowing By-Law to enter into a short-term borrowing agreement with the municipality; therefore, it is recommended that Council authorizes staff to prepare the necessary By-Law and enter into an agreement with Scotiabank, for consideration at the December 19, 2023 Regular Council meeting.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Stephanie Leveille
Treasurer

Shelly Zubyck
Director of Corporate
Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

**Being a by-law to authorize borrowing from time to time
to meet current expenditures during the Fiscal Year
ending December 31, 2024**

Whereas Section 407, Subsection 1, of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides for the temporary borrowing by a municipality, at any time during a fiscal year, until taxes are collected and other revenues are received, of the amount council considers necessary to meet the current expenditures of the municipality for the year; and

Whereas the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the municipality, except with the approval of the Ontario Municipal Board, is limited by Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended; and

Whereas Council for the City of Temiskaming Shores considered Memo No. 030-2023-CS at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to authorize borrowing from time-to-time to meet current expenditures during the Fiscal Year ending December 31, 2024, for consideration at the December 19, 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 the Treasurer are hereby authorized to borrow, from time-to-time during the year 2024 (hereinafter referred to as the current year), such sums as may be necessary to meet the current expenditures of the municipality for the year, including amounts required in the year as set out in Section 407 subsection (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, until the taxes are collected and other revenues are received.
2. That a promissory note of bankers' acceptance made under Section 1 shall be signed by the Head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.
3. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia as set out in Schedule "A", hereto attached and forming part of the by-law, are hereby accepted.
4. That the Mayor and Treasurer are hereby authorized to enter into a Security Agreement with the Bank of Nova Scotia, a copy of which is attached hereto as Schedule "B" and forming part of this by-law.

5. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia are hereby accepted.
6. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed the limits as outlined in Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

Read a first, second and third time and finally passed this 19th day of December, 2023.

Mayor

Clerk

TERMS AND CONDITIONS**CREDIT NUMBER: 01****AUTHORIZED AMOUNT: \$4,000,000****TYPE**

Operating Line

PURPOSE

General operating requirements

CURRENCY

Canadian dollars

AVAILMENT

The Borrower may avail the credit by way of direct advances evidenced by Agreement re Operating Credit Line.

INTEREST RATE

The Bank's Prime Lending Rate, from time to time, minus 0.25% with interest payable monthly.

REPAYMENT

Advances are repayable on demand

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re: Operating Credit Line

CONDITIONS PRECEDENT

The following conditions are to be met to the satisfaction of the Bank and its solicitors prior to the implementation of the increase in the Operating Limit from the existing \$2,000,000 to \$4,000,000:

Listing of the Borrower's upcoming construction projects with estimated costs and expected starting dates.

Resolution authorizing the Borrower to increase borrowing by way of a limit increase to \$4,000,000 under the operating facility.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

January 1 to September 30 of each year:

Advances under the Operating credit are to be limited to 50% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council;

October 1 to December 31 of each year:

Advances under the Operating credit are to be limited to 25% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council.

CREDIT NUMBER: 02

AUTHORIZED AMOUNT: \$2,000,000

~~(Current balance: \$516,786)~~*S. Leivelli*TYPE

Equipment Financing Line – Revolving Term/Lease (Scotia Leasing)

PURPOSE

To assist with the acquisitions of new equipment

AVAILMENT

The Borrower may avail the Credit by way of direct advances evidenced by Demand Promissory Notes and/or by Lease Agreement with supporting documentation and/or Conditional Sale Contracts in form satisfactory to the Bank.

INTEREST RATEDirect Advances

The Bank's Prime Lending Rate from time to time per annum, with interest payable monthly.

The Borrower has the option to fix the interest rate for the balance of the term of the loan at any time subject to availability. Rates will be quoted upon request.

Scotia Lease/Conditional Sales ContractFloating Rate Option:

The base payment applicable to each contract will be set on the commencement date of the contract based upon the Bank's Prime Lending Rate per annum, calculated and payable monthly. The total periodic payment will be adjusted monthly with changes in the Bank's Prime Lending Rate.

Fixed Rate Option:

The Borrower has the option to fix the payments for the balance of the term of the contract provided that the Borrower is not then in default under any credits. This option must be exercised prior to the commencement of the last third of the initial term of the contract.

Although the fixed rate will be set on the date notification is received by the Bank, the new rate will be effective on the next payment due date (provided the next payment due date is at least 10 days from receipt of the notice). A fee is payable when this option is exercised. The fixed rate will be quoted on request/based on Scotia Leasing's Base Rate at the time the option to fix the rate is exercised plus 1.25% per annum, calculated and payable monthly.

FEES

Standard Documentation Fees as prescribed by Scotia Leasing, payable at the time of each Lease drawdown.

DRAWDOWN

The undrawn portion of the credit is subject to Annual Review.

Advances are to be made in minimum multiples of \$50,000.

REPAYMENT**Direct Advances**

Advances are repayable in equal monthly instalments of principal, commencing within 30 days of drawdown, with a final payment of the balance of principal and interest then outstanding due at the end of the selected term. The maximum term of each loan is 5 years and the maximum amortization is 5 years.

Scotia Lease – ABC Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term to option, the lessee shall elect one of the following options:

- A. purchase the equipment for up to a maximum of 20% of the original cost;
- B. indentify a third party acceptable to the Bank to purchase the equipment from the Bank for up to a maximum of 20% of the original cost;
- C. rent the equipment for an additional term and revised rent payment to be authorized by the Bank.

Scotia Lease – \$1 Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term, the lessee shall elect to purchase the equipment for \$1.00.

PREPAYMENT

Prepayments are to be applied against installments of principal in the inverse order of their maturities.

Direct Advances**Floating Interest Rate:**

Prepayment is permitted without penalty at any time in whole or in part.

Fixed Interest Rate:

Prepayment of any advance made by the Bank pursuant to this loan agreement (each an "Advance"), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued

interest) in respect of the amount being prepaid (the "Prepayment Amount"), the Borrower shall pay to the Bank an amount equal to the greater of:

- (i) three months simple interest on the Prepayment Amount at the rate applicable to the relevant Advance being prepaid, and
- (ii) The Bank's Funding Loss. For the purposes hereof, "Funding Loss" means, in respect of the Advance being prepaid, any loss, cost or expense which may be incurred by the Bank by reason of the reemployment, for the Prepayment Period, of the funds acquired by the Bank to fund such Advance. "Prepayment Period" means the period commencing on, and including, the date on which the Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

Scotia Lease/Conditional Sales Contract

Leases/Conditional Sale Contracts are not cancellable, and no prepayments of principal are permitted.

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit(s):

Direct Advances

General Security Agreement supported by a Chattel Mortgage over specific equipment financed with replacement cost insurance coverage, loss, if any, payable to the Bank.

Scotia Lease

Lease Agreement(s)/Conditional Sales Contract(s) covering equipment leased.

Comprehensive General Liability insurance for a minimum of \$2 million per occurrence with the Bank recorded as an additional named insured.

All Risk Insurance covering the replacement value of the equipment with the Bank recorded as loss payee and additional named insured.

Vehicles – Collision and Comprehensive (All Perils) Liability and Damage to vehicle for \$5 million per occurrence showing the Bank as loss payee and additional named insured.

Resolution of the Council authorizing leases.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

Prior to drawdown, the Bank is to be satisfied with the quality, value and eligibility of all assets being leased or financed.

The amount of financing shall not exceed 100% of the cost of the equipment being financed exclusive of the relative taxes and the Borrower shall provide security deposits, advance rentals and/or down payments to reduce financing to this limit.

CREDIT NUMBER: 03

AUTHORIZED AMOUNT: \$750,000

TYPE

Scotia Visa Business Card - Availment, interest rate and repayment as per Cardholder Agreement.

PURPOSE

Business expenses

CURRENCY

Canadian Dollars

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

ScotiaVisa Business Card Agreement

GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credits:

Municipal Borrowing By-Law for Current Expenditures containing a pledge of tax revenues

Security Agreement, Municipalities and School Boards

Banking Resolution, Municipalities and a supporting List of Officers

GENERAL CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the following conditions will apply in respect of the Credits:

The Borrower agrees to:

- (i) comply with all applicable borrowing legislation
- (ii) advise the Bank of any breach of statutory borrowing limits
- (iii) provide the Bank with certificates of estimated revenues from time to time, upon request.

The Borrower will give the Bank the opportunity to offer additional future banking and credit requirements.

For ongoing Credit Risk management purposes, all operating accounts of the Borrower shall be maintained with the Bank as long as the Borrower has any operating line facilities with the Bank.

GENERAL BORROWER REPORTING CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the Borrower will provide the Bank with the following:

Annual Audited Consolidated Financial Statements of the Borrower, within 150 days of the Borrower's fiscal year end.

Annual Budget for the ensuing year, within 150 days of fiscal year end.

Copy of current Municipal Borrowing By-Law is required in January of each year.

Copy of current Security Agreement in January of each year.

At the time of the annual review, the Municipality's Treasurer must provide the bank with the following:

- a) Details of short term borrowings from other banks and from its own Reserve funds
- b) Copy of a By-Law approving annual estimates.

Such other financial information as the Bank may reasonably require from time to time.

OTHER FEES

In addition to, and not in substitution for the obligations of the Borrower and the rights of the Bank upon the occurrence of an event of default herein, the Borrower shall pay to the Bank:

- (a) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is late in providing the Bank with financial or other information required herein;
- (b) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which loan payments of principal, interest or other amounts are past due; and
- (c) a fee of \$1,500 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is in default of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any event of default or any of the terms or conditions of the lending arrangements, security or rights arising from any default. Fees may be charged to the Borrower's deposit account when incurred.

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

(In the event of a conflict, the terms and conditions of any lease agreement and/or conditional sale contract supersede the terms and conditions in this Schedule A with regard to such leases and/or conditional sale contracts.)

1. Calculation and Payment of Interest

Interest on loans/advances made in Canadian dollars will be calculated on a daily basis and payable monthly on the 22nd day of each month (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a calendar year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.

2. Interest on Overdue Interest

Interest on overdue interest shall be calculated at the same rate as interest on the loans/advances in respect of which interest is overdue, but shall be compounded monthly and be payable on demand, both before and after demand and judgment.

3. Indemnity Provision

If the introduction, adoption or implementation of, or any change in, or in the interpretation of, or any change in its application to the Borrower of, any law, regulation, guideline or request issued by any central bank or other governmental authority (whether or not having the force of law), including, without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement, has due to the Bank's compliance the effect, directly or indirectly, of (i) increasing the cost to the Bank of performing its obligations hereunder or under any avallment hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any avallment hereunder or on its capital; or (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank hereunder or in respect of any avallment hereunder determined by the Bank in its discretion, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or forgone return (collectively "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

In the event of the Borrower becoming liable for such Increased Costs the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a Letter of Credit, a Letter of Guarantee or a Bankers' Acceptance. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

4. Environment

The Borrower agrees:

- (a) to obey all applicable laws and requirements of any federal, provincial, or any other governmental authority relating to the environment and the operation of the business

activities of the Borrower;

- (b) to allow the Bank access at all times to the business premises of the Borrower to monitor and inspect all property and business activities of the Borrower;
- (c) to notify the Bank from time to time of any business activity conducted by the Borrower which involves the use or handling of hazardous materials or wastes or which increases the environmental liability of the Borrower in any material manner;
- (d) to notify the Bank of any proposed change in the use or occupation of the property of the Borrower prior to any change occurring;
- (e) to provide the Bank with immediate written notice of any environmental problem and any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Borrower and with any other environmental information requested by the Bank from time to time.
- (f) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if the Borrower fails to do so, the Bank may perform such activities; and
- (g) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Borrower that may be performed for or by the Bank from time to time.

If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to subsections (c), (d), or (e), or if the Bank receives any environmental information from other sources, the Bank, in its sole discretion, may decide that an adverse change in the environmental condition of the Borrower or any of the property, equipment, or business activities of the Borrower has occurred which decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change. Following this decision being made by the Bank, the Bank shall notify the Borrower of the Bank's decision concerning the adverse change.

If the Bank decides or is required to incur expenses in compliance or to verify the Borrower's compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which will constitute further advances by the Bank to the Borrower under this Agreement.

5. Periodic Review

The obligation of the Bank to make further advances or other accommodation available under any Credit(s) of the Borrower under which the indebtedness or liability of the Borrower is payable on demand, is subject to periodic review and to no adverse change occurring in the financial condition or the environmental condition of the Borrower or any guarantor.

6. Evidence of Indebtedness

The Bank's accounts, books and records constitute, in the absence of manifest error, conclusive evidence of the advances made under this Credit, repayments on account thereof and the indebtedness of the Borrower to the Bank.

7. Acceleration

- (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;

- (b) All indebtedness and liability of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further advances or other accommodation available under the Credits shall terminate, if any one of the following Events of Default occurs:
- (i) the Borrower or any guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of interest, principal, fees, commissions or other amounts payable to the Bank;
 - (ii) there is a breach by the Borrower of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties;
 - (iii) any default occurs under any security listed in this Commitment Letter under the headings "Specific Security" or "General Security" or under any other credit, loan or security agreement to which the Borrower is a party;
 - (iv) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower and, if instituted against the Borrower, are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
 - (v) a receiver is appointed over any property of the Borrower or any guarantor or any judgment or order or any process of any court becomes enforceable against the Borrower or any guarantor or any property of the Borrower or any guarantor or any creditor takes possession of any property of the Borrower or any guarantor;
 - (vi) any course of action is undertaken by the Borrower or any guarantor or with respect to the Borrower or any guarantor which would result in the Borrower's or guarantor's reorganization, amalgamation or merger with another corporation or the transfer of all or substantially all of the Borrower's or any guarantor's assets;
 - (vii) any guarantee of indebtedness and liability under the Credit Line is withdrawn, determined to be invalid or otherwise rendered ineffective;
 - (viii) any adverse change occurs in the financial condition of the Borrower or any guarantor.
 - (ix) any adverse change occurs in the environmental condition of:
 - (A) the Borrower or any guarantor of the Borrower; or
 - (B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.

8. Costs

All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

9. Counterparts and Execution of Documents.

This Commitment Letter and any security and other documents relating to the credits established

in it may be executed in counterparts and by different parties in different counterparts, all of which when taken together will constitute a single contract. Subject to applicable conditions precedent, a document will become effective when it has been executed by the Bank (if execution by the Bank is contemplated by the document) and the Bank has received counterparts of the document that, when taken together, bear the signatures of each of the other relevant parties. Delivery of an executed counterpart of a document or a signature page to the document by telecopy or by sending a scanned or other copy by electronic mail or similar means shall be as effective as delivery of an originally executed counterpart, but the Bank may from time to time require delivery of originally executed documents. The Bank may create and store copies of documents in any form as part of its business records, including by microfilm, photocopy and electronic image. Copies may be held in place of original documents and substituted for original documents for any purpose. In administering the credits established in the Commitment Letter and in otherwise dealing with the Borrower and any guarantor, the Bank may rely and act on e-mail, telecopier and other electronic communications that it reasonably believes have been sent by or on behalf of the Borrower or any guarantor, but the Bank may from time to time require that communications from the Borrower or any guarantor be in a non-electronic form specified by the Bank.

10. Representation or Warranty

The Borrower and each Guarantor represents and warrants to the Bank that all financial and other information (including, without limitation, any financial forecasts) provided to the Bank in connection with the credit(s) provided pursuant to this Commitment Letter is true and accurate in all material respects and has been prepared in accordance with Canadian Generally Accepted Accounting Principles consistently applied, and acknowledges that the offer of credit contained in this Commitment Letter is made in reliance on the truth and accuracy of this information and the representation and warranties above.

Schedule "B" To By-Law No. 2023-000

Security Agreement Municipalities and School Boards

To: The Bank of Nova Scotia, (the 'Bank')

Whereas by the passage of By-Law 2023-000 by The Corporation of the City of Temiskaming Shores on the 19th day of December, 2023 authority was given to the Treasurer together with the Mayor to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized; and

Whereas the Corporation desires to borrow the said sum or sums from the Bank.

Now It Is Hereby Agreed by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, as security for payment of the moneys so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-Law created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

In Witness Whereof the Corporation has caused this agreement to be executed by its proper officers as required by law this 19th day of December, 2023.

Witness: _____

)
) _____
) Jeff Laferriere, Mayor
)
) _____
) Stephanie Leveille, Treasurer

Subject: Spur Line Lease Agreement
Renewal

Report No.: CS-043-2023
Agenda Date: December 5, 2023

Attachment

Appendix 1: Draft By-law Amendment

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-043-2023; and
2. That Council directs staff to prepare the necessary by-law to renew the current agreement with Kyle and Maria Overton for the use of the Spur Line building for an additional five (5) year term, for consideration at the December 19, 2023 Regular Council meeting.

Background

On October 1, 2019, the City of Temiskaming Shores entered into a lease agreement (By-law 2019-155, as amended) with Kyle and Maria Overton for the lease of the Spurline Concession for a period five (5) years effective January 1, 2020. The agreement expires on December 31, 2024.

In 2020, the Overton's purchased the Mini-Putt and entered into a ten (10) year lease agreement (By-law 2020-051) with the City for the use of the land the Mini-Putt is situated on. At that time, Council directed staff to include a five (5) year renewal clause in the lease agreement for the Spurline in order for the two agreements to align (By-law No. 2020-052)

Analysis

Staff have received notice that the tenants would like to exercise the renewal clause for the lease of the Spurline. The tenants are considering upgrading current services and would like the security of the renewal in order to proceed. In accordance with the

agreement and at the option of the City, the agreement may be renewed for a further five (5) year period, subject to the same terms and conditions.

Staff is recommending the renewal be executed. The draft by-law is attached as Appendix 1.

Consultation / Communication

Financial / Staffing Implications

The City receives \$10,000 in revenue annually for the lease of the Spurline.

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

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

Alternatives

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycck, CHRP
Director of Corporate Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to amend By-law No. 2019-155, as amended to enter into a lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession at the Waterfront

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

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

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

Whereas Council considered Administrative Report No. CS-043-2023 at the December 5, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-155, for the execution of the renewal clause of five (5) years in the lease agreement for the use of the Spurline Concession, for consideration at the December 19, 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 hereby amends Schedule "A" to By-law No. 2019-155, as amended being a by-law to enter into a lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession at the Waterfront, by amending the following section, as follows:

2. Term

To hold the premises for a term commencing **January 1, 2020** to **December 31, 2029**.

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of December, 2023.

Mayor

Clerk

DRAFT

Subject:	POA Interim Transfer Agreement	Report No.:	CS-044-2023
		Agenda Date:	December 5, 2023

Attachments

Appendix 01: Draft by-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-044-2023; and
2. That Council direct staff to prepare the necessary by-law to authorize the renewal of the Part III and Part IX of the Provincial Offences Act (Ontario) Interim Transfer Agreement between His Majesty the King in Right of Ontario, as represented by the Attorney General and the Corporation of the City of Temiskaming Shores, for consideration at the December 19, 2023 Regular Meeting.

Background

Council for the City of Temiskaming Shores adopted Resolution No. 2021-143 at the April 6, 2021 Regular Meeting, to petition the Ministry of the Attorney General to honour its commitment to modernize the prosecution of Provincial Offences Act (POA) matters, and transfer responsibility of permitted Part III POA prosecutions to the City of Temiskaming Shores.

The Ministry of the Attorney General responded and selected the City of Temiskaming as a pilot community to administer POA matters in the District of Timiskaming, to include prosecutions under Parts III and IX of the Provincial Offences Act, for a two-year term.

On November 16th, 2021, the City entered into a two year agreement with the Ministry (By-law 2021-174). This agreement will expire on January 3, 2024.

Analysis

During the term of the agreement, staff have been monitoring the pilot and reporting on its outcome to the Provincial Offences Advisory Committee as well as Council. In late 2022, it was determined that a second prosecutor be engaged due to the increase case load as well as the inherited backlog. Council entered into an agreement on December 20, 2022 (By-law 2022-181) for prosecution services.

Over the two years, the added pressure of inheriting a backlog of files resulted in increased prosecution costs. In addition, due to the age of the cases, several were challenged by 11b charter applications which means we did not receive any revenue to offset the expenses of processing and prosecuting those files. As a result, significant pressures were placed on cash flow.

As a result, there was no revenue to distribute to the participating municipalities in 2022. However, it is projected that there will be a surplus of approximately \$80,000 for 2023.

In discussions with the POA Advisory Committee, staff and other municipalities included in the pilot, it is believed the intention of the province is to continue to roll out this transfer to all municipalities in the province and the possibility of not renewing the transfer agreement is likely not an option.

On November 14, 2023, the Provincial Offences Committee met and recommended we that the City proceed with the interim agreement renewal.

Therefore, it is recommended that Council direct staff to prepare the necessary by-law to renew the interim agreement on a two-year term.

Relevant Policy / Legislation / City By-Law

By-law 2022-181 - Being a By-law to enter into a Contract Agreement for POA Court Prosecution Services – Mariusz Przybylowski

By-law 2021-174 - A By-law to authorize the execution of a Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement between Her Majesty the Queen in Right of Ontario as represented by the Attorney General and The Corporation of the City of Temiskaming Shores

Consultation / Communication

- Consultation with the Treasurer
- Consultation with the Provincial Offences Coordinator
- Consultation with the POA Advisory Committee

Financial / Staffing Implications

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

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



No alternatives were considered.

Reviewed by:

Shelly Zubyck
Director of Corporate
Services

“Original signed by”

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

A By-law to amend By-law No. 2021-174 to authorize the execution of a Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement between His Majesty the King in Right of Ontario as represented by the Attorney General and The Corporation of the City of Temiskaming Shores

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 of the Corporation of the City of Temiskaming Shores acknowledged receipt of Memo 041-2021-CS at the November 16, 2021 Regular Council meeting regarding the Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement, and directed staff to prepare the necessary by-law for consideration at the November 16, 2021 Regular meeting; and

Whereas Council for the City of Temiskaming Shores entered into a two-year agreement with the Ministry of the Attorney General (By-law 2021-174), at the November 16, 2021 Regular Council meeting, expiring on January 3, 2024; and

Whereas Council for the City of Temiskaming Shores acknowledged receipt of Administrative Report No. CS-044-2023 at the December 5, 2023 Committee of the Whole meeting, directing staff to prepare the necessary by-law to authorize the renewal of the Part III and Part IX of the Provincial Offences Act (Ontario) Interim Transfer Agreement between His Majesty the King in Right of Ontario, as represented by the Attorney General and the Corporation of the City of Temiskaming Shores, for consideration at the December 19, 2023 Regular Meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk be authorized to sign the Amending Agreement No. 1 to By-law No. 2021-174, regarding the Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement between His Majesty the King in Right of Ontario as represented by the Attorney General and The Corporation of the City of

Temiskaming Shores, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 19th day of December, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-000

To amend By-law No. 2021-174 authorizing the execution of a Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement between His Majesty the King in Right of Ontario as represented by the Attorney General and The Corporation of the City of Temiskaming Shores

AMENDING AGREEMENT NO.1

THIS AMENDING AGREEMENT NO.1 ("Amending Agreement") is made on the 19th day of December, 2023 among **HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE ATTORNEY GENERAL** (the "**Attorney General**") and **CORPORATION OF THE CITY OF TEMISKAMING SHORES** (the "**Municipal Partner**").

RECITALS

- A. The parties have entered into the Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement, dated November 16, 2021 (the "**Agreement**").
- B. The parties agree that terms used in this Amending Agreement which are defined in the Agreement have, unless otherwise set forth in this Amending Agreement, the respective meanings specified in the Agreement.
- C. The parties wish to amend the Agreement as provided herein.

FOR VALUE RECEIVED, the parties agree as follows:

- 1. All references to the name "Her Majesty the Queen" in the Agreement shall be deleted and replaced with the name "His Majesty the King".
- 2. The term "two (2) years from the Effective Date" in the definition of "Expiry Date" in Section 1.1(f) of the Agreement shall be deleted and replaced with the date "January 3, 2026".
- 3. Section 7.1(a) of the Agreement shall be deleted in its entirety and replaced with the following:
 - "(a) To the Attorney General:
Ministry of the Attorney General
Criminal Law Division
720 Bay St., 9th Floor
Toronto, ON M7A 2S9

Attention: Majid Juma, Director, Strategic Operations and
Management Centre (SOMC)
Telephone: 647-298-5776
E-mail: majid.juma@ontario.ca"
- 4. All other terms and conditions of the Agreement remain in full force and effect. Effective the date hereof, this Amending Agreement and the Agreement shall be read together as one (1) agreement.

5. This Amending Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one (1) agreement. Delivery by facsimile transmission or electronic mail of a counterpart of this Amending Agreement signed by a party shall be as effective as a manual delivery by such party of an original signed counterpart of this Amending Agreement.
6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[The remainder of this page is intentionally left blank; Signature page to follow.]

IN WITNESS HEREOF each of the parties hereto has caused this Amending Agreement to be executed as of the date first written above.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
ATTORNEY GENERAL**

Randy Schwartz
Assistant Deputy Attorney General
Criminal Law Division

**CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

Mayor

Municipal Clerk

I/We have authority to bind the corporation.

Subject: Procurement Policy Amendment

Report No.:

CS-045-2023

Agenda Date:

December 5, 2023

Attachments

Appendix 01: Draft by-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-045-2023; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-015, to adopt a Procurement Policy for the City of Temiskaming Shores, to provide additional context for electronic bidding/ signatures, for consideration at the December 19, 2023 regular Council meeting.

Background

Council considered Administrative Report CS-003-2017 at the January 17, 2017 Regular Council meeting, and directed staff to prepare the necessary by-law for the adoption of a new Procurement Policy and to repeal By-law No. 2009-012, as amended for consideration at the February 7, 2017 Regular Council meeting.

On February 21, 2017, Council gave third and final reading to By-law No. 2017-015, being a by-law to adopt a Procurement Policy for the City of Temiskaming Shores. The policy establishes the authority and sets out the methods by which goods and services will be purchased for the City of Temiskaming Shores, subject to certain exceptions.

Analysis

Section 10 – Procurement Process of the Procurement Policy, outlines that the designated procurement staff shall determine the procurement process to be used to procure goods and/or services, and they will ensure an open, fair and transparent process.

During the COVID-19 pandemic, this provision was used to develop an electronic submission/ electronic signing process. However, as electronic submissions have led to a more efficient procurement process, staff propose the continued use of electronic bidding, and as the primary means of accepting bids.

As such, staff recommends a by-law amendment to add three definitions related to electronic bids/ bidding, electronic/ web advertising and electronic signing, and additional context in the body of the by-law related to these matters, as summarized below:

Section 4 – Definitions

Add:

"Advertisement" means the public communication of Bid opportunities through one or more predetermined methods which may include electronic mail, internet/web, newspaper and/or an electronic tendering method to ensure an open, fair, transparent and competitive process.

"Electronic Bids/Bidding" (Email or Internet)" means a method of issuing Bid Solicitations and/or receiving written Bids where the process of issuing and/or receiving Bids by email or internet is considered appropriate.

"Electronic Signature" means electronic information that a person creates or adopts in order to sign a document and that is in, attached to or associated with the document.

Section 10 – Procurement Methods

Add:

The City may elect to receive Electronic Bids, and the procurement process will be stated in the procurement document.

Section 10.5 - General Provisions

Original

ix) A competitive process will be advertised in local media, and on the City website when the goods and/or services is valued over \$50,000 or when the value is under \$50,000 and it is necessary or practical to do so for fair notice of the competition and may be mailed to qualified service providers/suppliers.

Revised:

ix) A competitive process Advertisement shall be in local media (newspaper), or on the internet/web, or through an electronic tendering method, when the goods and/or services is valued over \$50,000 or when the value is under \$50,000 and it is necessary or practical to do so for fair notice of the competition, and may be mailed or emailed to qualified service providers/suppliers.

Add:

xi) Bidding will be by means of electronic submission through email or the City's website, or by paper procurement document.

Add highlighted items within item xii:

xii) All submissions must be received by the Municipal Clerk, and upon receipt of paper submissions, the time and date shall be indicated on the envelopes.

Add highlighted items within item xiii:

xiii) Any changes or additional information shall be issued by Addendum, and posted at a minimum on the City's website. This will ensure that no parties shall have an unfair advantage during the bid process.

Section 10.6 - Submission of Bids

Add highlighted items and remove struck-out items:

Unless otherwise indicated in the competitive bid documents, bids shall be accepted through Electronic Bidding in paper form at City Hall prior to the time and date specified by the competitive bid.

The closing time shall be clearly stated in the competitive bid documents.

~~In the event of a requirement to change the closing date and/or time of a bid submission, all parties who have been provided with the bid documents shall be advised in writing of the change.~~

Bids in paper form, received at City Hall later than the specified closing time shall be returned unopened to the bidder. The official time is the time/date stamp.

A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time and date specified by the competitive bid documents. The last bid received shall supersede and invalidate all bids previously submitted by the same bidder.

A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

Section 10.8 Evaluation of Bids

i) No Acceptable or Equal Bids

Add the highlighted items within the seventh paragraph:

In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, the bid with the earliest official date/time stamp as indicated on the bid envelope **or the electronic date/time stamp**, will be considered the first bid received.

ii) Only One (1) Bid Received

Add the highlighted items within the first paragraph:

In the event only one (1) bid is received in response to a competitive bid, the Department Head may return an unopened **paper** bid to the bidder when, in the opinion of the City Manager and Department Head, using criteria based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened **paper** bid, the Department Head shall inform the bidder that the City may be re-issuing the competitive bid at a later date.

Section 10.9 Award

Add highlighted items within the fifth paragraph:

i) Contractual Agreement:

Where an agreement is required, as a result of the award of a contract by delegated approval authority, the Mayor and Municipal Clerk shall execute the agreement in the name of the City upon Council approval. **Unless otherwise required by statute or by-law, an agreement may be executed electronically and/or by Electronic Signature in accordance with any legal requirements and any corporate policies, provided that the provisions of this By-law are otherwise complied with, subject to any necessary modifications.**

Appendix 01 – Bid Irregularities

A column was added to specifically address the Electronic Bid Response:

Irregularity	Response Paper Bid	Response Electronic Bid
Late Bids	Automatic Rejection Returned unopened to the bidder (if known)	Automatic Rejection
Unsealed Envelopes	Automatic Rejection	N/A
Insufficient Financial Security		
a) No bid deposit, uncertified cheque or financial security not an original (photocopy or facsimile of a financial security) submitted/ uploaded with submission and/or not in the acceptable form	Automatic Rejection	Automatic Rejection
b) Amount of Financial Security is insufficient:	Automatic Rejection	Automatic Rejection
i) Amount of security is expressed as a percentage of total sum	Automatic Rejection; unless in the opinion of the Department Head or City Manager, the insufficiency in the financial security is trivial or insignificant	Automatic Rejection; unless in the opinion of the Department Head or City Manager, the insufficiency in the financial security is trivial or insignificant
ii) Amount of security is expressed as a dollar figure	Automatic Rejection	Automatic Rejection
c) Name or signature of supplier or bonding company are missing or incomplete	Automatic Rejection	Automatic Rejection
d) Failure to provide letter of agreement to bond (if required)	Automatic Rejection	Automatic Rejection
Bid Document – Execution		
a) Bids completed in erasable medium	Automatic Rejection	Automatic Rejection
b) Signature of Representative		
i) Signature/ Electronic Signature of representative authorized to bind the supplier missing or incomplete on bid document	Automatic Rejection	Automatic Rejection
ii) Electronic signature of representative authorized to bind the supplier shown on Form of Submission	Two (2) working days* to obtain original signature	

c) Form of Proposal or Quotation missing or incomplete	Two (2) working days* to correction to the satisfaction of the Department Head, otherwise automatic rejection	Two (2) working days* to correction to the satisfaction of the Department Head, otherwise automatic rejection
d) Form of Tender missing or incomplete	Automatic Rejection	Automatic Rejection
e) Signature/ Electronic Signature of witness, if required, missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection	Two (2) working days* to correct, otherwise automatic rejection
f) Date of Bid missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection, or if stated in the Bid Solicitation, automatic rejection	Two (2) working days* to correct, otherwise automatic rejection, or if stated in the Bid Solicitation, automatic rejection
Incomplete, illegible or obscure Bid or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed)	Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection	Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection
Document, in which all necessary Addenda have not been acknowledged	Two (2) working days* to confirm Bid to the satisfaction of the Department Head or if stated in the Bid Solicitation, automatic rejection	Two (2) working days* to confirm Bid to the satisfaction of the Department Head or if stated in the Bid Solicitation, automatic rejection
Failure to attend mandatory site visit (if required)	Automatic Rejection	Automatic Rejection
Bid received on documents other than those provided in the Bid Solicitation	Automatic Rejection unless allowed for in the bid Solicitation	Automatic Rejection unless allowed for in the bid Solicitation
Failure to insert the bidder's business name in the space provided in the Bid Solicitation Form	Automatic Rejection unless in the opinion of the Department Head, the incomplete nature is trivial or insignificant	Automatic Rejection unless in the opinion of the Department Head, the incomplete nature is trivial or insignificant
Mathematical Errors	Two (2) working days* to initial the correction as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the	Two (2) working days* to initial the correction as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the

City of Temiskaming Shores Administrative Report

	right to waive initialing and accept the Bid as corrected	right to waive initialing and accept the Bid as corrected
Qualified Bids (Bids qualified or restricted by an attached statement)	Automatic Rejection	Automatic Rejection
Bids containing minor obvious clerical errors	Two (2) working days* to confirm Bid to the satisfaction of the Department Head	Two (2) working days* to confirm Bid to the satisfaction of the Department Head
Any other irregularities	The Department Head or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.	The Department Head or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.
* Where "working days" is specified, this is from the hour the Bidder is notified by municipal staff of the irregularity.		

Relevant Policy / Legislation / City By-Law

- Procurement Policy By-law No. 2017-015

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to amend By-law No. 2017-015 as amended, to adopt a Procurement Policy for the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, 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, 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, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Section 270(1) 3 of the Municipal Act, 2001, S.O. 2001, as amended, provided that a municipality shall adopt and maintain policies with respect to the procurement of goods and services; and

Whereas Council considered Administrative Report CS-003-2017 at the January 17, 2017 Regular Council meeting, and directed staff to prepare the necessary by-law for the adoption of a new Procurement Policy and to repeal By-law No. 2009-012, as amended for consideration at the February 7, 2017 Regular Council meeting for first and second reading; and

Whereas Council adopted third and final reading of By-law No. 2017-015, being a by-law to adopt a Procurement Policy for the City of Temiskaming Shores at the February 21st 2017 Regular Council meeting; and

Whereas Council considered Administrative Report CS-045-2023 at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2017-015, to adopt a Procurement Policy for the City of Temiskaming Shores, to provide additional context for electronic bidding/ signatures, for consideration at the December 19, 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 Schedule "A" to By-law No. 2017-015, as amended, be further amended by adding the following definitions in alphabetical order, to Part 4 - Definitions of the said by-law, and renumbering all subsequent definitions accordingly:

"**Advertisement**" means the public communication of Bid opportunities through

one or more predetermined methods which may include electronic mail, internet/web, newspaper and/or an electronic tendering method to ensure an open, fair, transparent and competitive process.

“Electronic Bids/Bidding” (Email or Internet)” means a method of issuing Bid Solicitations and/or receiving written Bids where the process of issuing and/or receiving Bids by email or internet is considered appropriate.

“Electronic Signature” means electronic information that a person creates or adopts in order to sign a document and that is in, attached to or associated with the document.

2. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by adding the following paragraph as paragraph two (2) under “Section 10 Procurement Methods”, and renumbering all subsequent paragraphs accordingly:

The City may elect to receive Electronic Bids, and the procurement process will be stated in the procurement document.

3. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by deleting Subsection No. ix) to Section 10.5 - General Provisions of said by-law, and replacing with the following:

ix) A competitive process Advertisement shall be in local media (newspaper), or on the internet/web, or through an electronic tendering method, when the goods and/or services is valued over \$50,000 or when the value is under \$50,000 and it is necessary or practical to do so for fair notice of the competition, and may be mailed or emailed to qualified service providers/suppliers

4. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by adding Subsection No. xi) to Section 10.5 - General Provisions of said by-law, and renumbering all subsequent subsections accordingly:

xi) Bidding will be by means of electronic submission through email or the City's website, or by paper procurement document.

5. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by deleting Subsection No. xii) to Section 10.5 - General Provisions of the said by-law, and replacing with the following:

xii) All submissions must be received by the Municipal Clerk, and upon receipt of paper submissions, the time and date shall be indicated on the envelopes.

6. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by deleting Subsection No. xiii) to Section 10.5 - General Provisions of said by-law, and replacing with the following:

xiii) Any changes or additional information shall be issued by Addendum, and posted at a minimum on the City's website. This will ensure that no parties shall have an unfair advantage during the bid process.

7. That Schedule "A" to By-law No. 2017-015, as amended, be further amended by deleting Section 10.6 - Submission of Bids of said by-law, and replacing with the following:

Unless otherwise indicated in the competitive bid documents, bids shall be accepted through Electronic Bidding prior to the time and date specified by the competitive bid.

The closing time shall be clearly stated in the competitive bid documents.

Bids in paper form, received at City Hall later than the specified closing time shall be returned unopened to the bidder. The official time is the time/date stamp.

A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time and date specified by the competitive bid documents. The last bid received shall supersede and invalidate all bids previously submitted by the same bidder.

A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

8. That Schedule "A" to By-law No. 2017-015, as amended, be further amended by deleting paragraph No. 7 in Subsection No. i) No Acceptable or Equal Bids, of Section 10.8 Evaluation of Bids of said by-law, and replacing with the following:

In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, the bid with the earliest official date/time stamp as indicated on the bid envelope or the electronic date/time stamp, will be considered the first bid received.

9. That Schedule "A" to By-law No. 2017-015, as amended, be further amended by deleting paragraph No. 1 in Subsection No. ii) Only One (1) Bid Received, of Section 10.8 Evaluation of Bids of said by-law, and replacing with the following:

In the event only one (1) bid is received in response to a competitive bid, the Department Head may return an unopened paper bid to the bidder when, in the opinion of the City Manager and Department Head, using criteria based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened paper bid, the Department Head shall inform the bidder that the City may be re-issuing the competitive bid at a later date.

10. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by deleting paragraph No. 5 in Subsection No. i) Contractual Agreement, of Section 10.9 Award of said by-law, and replacing with the following:

Where an agreement is required, as a result of the award of a contract by delegated approval authority, the Mayor and Municipal Clerk shall execute the agreement in the name of the City upon Council approval. Unless otherwise required by statute or by-law, an agreement may be executed electronically and/or by Electronic Signature in accordance with any legal requirements and any corporate policies, provided that the provisions of this By-law are otherwise complied with, subject to any necessary modifications.

11. That Schedule “A” to By-law No. 2017-015, as amended, be further amended by deleting the table under “Appendix “01” Bid Irregularities, and replacing with the following table:

Irregularity	Response Paper Bid	Response Electronic Bid
Late Bids	Automatic Rejection Returned unopened to the bidder (if known)	Automatic Rejection
Unsealed Envelopes	Automatic Rejection	N/A
Insufficient Financial Security		
a) No bid deposit, uncertified cheque or financial security not submitted/ uploaded with submission and/or not in the acceptable form	Automatic Rejection	Automatic Rejection
b) Amount of Financial Security is insufficient:	Automatic Rejection	Automatic Rejection
i) Amount of security is expressed as a percentage of total sum	Automatic Rejection; unless in the opinion of the Department Head or City Manager, the insufficiency in the financial security is trivial or insignificant	Automatic Rejection; unless in the opinion of the Department Head or City Manager, the insufficiency in the financial security is trivial or insignificant
ii) Amount of security is expressed as a dollar figure	Automatic Rejection	Automatic Rejection
c) Name or signature of supplier or bonding company are missing or incomplete	Automatic Rejection	Automatic Rejection
d) Failure to provide letter of agreement to bond (if required)	Automatic Rejection	Automatic Rejection
Bid Document – Execution		
a) Bids completed in erasable medium	Automatic Rejection	Automatic Rejection

b) Signature of Representative		
i) Signature/ Electronic Signature of representative authorized to bind the supplier missing or incomplete on bid document	Automatic Rejection	Automatic Rejection
c) Form of Proposal or Quotation missing or incomplete	Two (2) working days* to correction to the satisfaction of the Department Head, otherwise automatic rejection	Two (2) working days* to correction to the satisfaction of the Department Head, otherwise automatic rejection
d) Form of Tender missing or incomplete	Automatic Rejection	Automatic Rejection
e) Signature/ Electronic Signature of witness, if required, missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection	Two (2) working days* to correct, otherwise automatic rejection
f) Date of Bid missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection, or if stated in the Bid Solicitation, automatic rejection	Two (2) working days* to correct, otherwise automatic rejection, or if stated in the Bid Solicitation, automatic rejection
Incomplete, illegible or obscure Bid or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed)	Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection	Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection
Document, in which all necessary Addenda have not been acknowledged	Two (2) working days* to confirm Bid to the satisfaction of the Department Head or if stated in the Bid Solicitation, automatic rejection	Two (2) working days* to confirm Bid to the satisfaction of the Department Head or if stated in the Bid Solicitation, automatic rejection
Failure to attend mandatory site visit (if required)	Automatic Rejection	Automatic Rejection
Bid received on documents other than those provided in the Bid Solicitation	Automatic Rejection unless allowed for in the bid Solicitation	Automatic Rejection unless allowed for in the bid Solicitation
Failure to insert the bidder's business name in the space provided in the Bid Solicitation Form	Automatic Rejection unless in the opinion of the Department Head, the incomplete nature is trivial or insignificant	Automatic Rejection unless in the opinion of the Department Head, the incomplete nature is trivial or insignificant
Mathematical Errors	Two (2) working days* to initial the correction as made by the Corporation. Unless otherwise stated in the Bid,	Two (2) working days* to initial the correction as made by the Corporation. Unless otherwise stated in

	the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept the Bid as corrected	the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept the Bid as corrected
Qualified Bids (Bids qualified or restricted by an attached statement)	Automatic Rejection	Automatic Rejection
Bids containing minor obvious clerical errors	Two (2) working days* to confirm Bid to the satisfaction of the Department Head	Two (2) working days* to confirm Bid to the satisfaction of the Department Head
Any other irregularities	The Department Head or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.	The Department Head or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.
* Where "working days" is specified, this is from the hour the Bidder is notified by municipal staff of the irregularity.		

12. That this by-law shall come into force and take effect on the date of its final passing.
13. 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 19th day of December, 2023.

Mayor

Clerk

Subject: Multi-year Accessibility Plan

Report No.:

CS-046-2023

Agenda Date:

December 5, 2023

Attachments

Appendix 01: Multi-year Accessibility Plan 2024-2028 (Draft by-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-046-2023; and
2. That Council directs staff to prepare the necessary by-law to adopt a Multi-year Accessibility Plan 2024-2028, for consideration at the December 19, 2023 Regular Council meeting.

Background

In accordance with the Integrated Accessibility Standards Regulation (IASR) and the Accessibility for Ontarians with Disabilities Act, 2005 municipalities shall:

- a) establish, implement, maintain and document a multi-year accessibility plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under this Regulation;
- b) post the accessibility plan on their website, if any, and provide the plan in an accessible format upon request; and
- c) review and update the accessibility plan at least once every five years.

The Temiskaming Shores Accessibility Advisory Committee (TSAAC) was provided with the opportunity for comment on the plan during the development stages. The draft 2024-2028 plan was presented to the Committee on November 14th. The feedback received at that meeting was incorporated into the plan prior to presenting it for Council's consideration.

Analysis

In 2019, Council adopted By-law 2019-181, being a By-law adopt a Multi-year Accessibility Plan (2019-2023) as per the standards and the Accessibility for Ontarians with Disabilities Act (AODA). Notable accomplishments from the 2019-2023 plan include the installation of audible pedestrian signals, accessible fleet upgrades to the Temiskaming Transit, online and telephone voting options at the 2022 Municipal Election

and the refurbishment of municipal playgrounds to include accessible equipment and rubberized surfaces. The City also completed significant accessibility upgrades to some of most frequented facilities, such as Don Shepherdson Memorial Arena and the relocation of the Temiskaming Shores Library – New Liskeard Branch.

The 2024-2028 plan remains consistent with previous plan initiatives and as per the feedback received from TSAAC, has been expanded to include the identification of barriers and the different kinds of disabilities.

The following recommendation was passed at the November 14, 2023, TSAAC meeting:

Moved by: Janice Labonte
Seconded by: Josette Cote

The Temiskaming Shores Accessibility Advisory Committee hereby acknowledges receipt and review of the 2024-2028 Multi-Year Accessibility Plan; and further has provided feedback to staff to incorporate prior to the presentation to Council.

Carried

Highlights of the 2024-2028 Plan include consideration by Council of the following projects/programs to reduce and/or eliminate barriers:

- New Liskeard Community Hall (Engineering completed 2018)
- Haileybury Medical Centre parking lot (Paving)
- Shelley Herbert Shea Memorial Arena (Engineering proposed to be completed in 2024)
- Accessible paths for water access at the beachfronts in both Haileybury and New Liskeard
- Outdoor washrooms (including Spurline, Harbourfront, Algonquin Regiment Park, Farr Park, Dymond Sport Park)
- Intersection reconstruction work at:
 - Whitewood Avenue and Armstrong Street
 - Whitewood Avenue and Wellington Street
 - Armstrong Street and Elm/Beavis Terris

Relevant Policy / Legislation / City By-Law

- Integrated Accessibility Standards Regulation (IASR)
- Accessibility for Ontarians with Disabilities Act, 2005

Consultation / Communication

- Consultation with City staff
- Temiskaming Shores Accessibility Advisory Committee

Financial / Staffing Implications

Priorities identified by the plan are to be considered as part of the budget process on an annual basis.

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kelly Conlin
Deputy Clerk

Shelly Zubyc
Director of Corporate
Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to adopt a Multi-Year Accessibility Plan 2024-2028

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 CS-046-2023 at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to adopt a Multi-Year Accessibility Plan for 2024-2028, for consideration at the December 19, 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 hereby adopts a Multi-Year Accessibility Plan for 2024-2028, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of December, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-000

**Multi-Year Accessibility Plan
2024-2028**



City of Temiskaming Shores Multi-Year Accessibility Plan

2024-2028



Alternate accessible formats of this document are available, upon request. Please contact the Clerk's Office at 705-672-3363 or email clerk@temiskamingshores.ca

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Accessibility Plan and Policies for the City of Temiskaming Shores

The 2024-2028 Accessibility Plan outlines the policies and actions that the City of Temiskaming Shores will enact to improve opportunities for people with disabilities.

1.0 Introduction

The *Ontarians with Disabilities Act* (ODA) was passed by the Provincial Government in December, 2001. Subsequently the *Accessibility for Ontarians with Disabilities Act* (AODA) was passed in June, 2005. The AODA lays the framework for the development of province-wide mandatory standards for improving accessibility in certain areas of daily life.

The purpose of these acts is to improve the opportunities for persons with disabilities and to provide for their participation in the identification, removal, and prevention of barriers to allow for their full participation in the City of Temiskaming Shores.

Under the AODA, the Provincial Government has enacted regulations, including the Integrated Accessibility Standards Regulation (IASR), to require government agencies and the broader public sector to develop standards to address accessibility in the areas of: customer service; transportation; employment; information and communications; and design of public spaces. The municipal obligations include the following:

- a) establish, implement, maintain and document a multi-year accessibility plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under this Regulation;
- b) post the accessibility plan on their website, if any, and provide the plan in an accessible format upon request; and
- c) review and update the accessibility plan at least once every five years.

The purpose of preparing an Accessibility Plan is to:

- Report on the steps that have been taken to identify, remove and prevent barriers to persons with disabilities;
- Describe the measures in place to ensure that the municipality assesses its proposals for by-laws, policies, programs, practices, and services to determine their effect on accessibility for persons with disabilities;

- Identify the by-laws, policies, programs, practices, and services that the municipality will review during the 2024-2028 period to identify barriers to persons with disabilities; and
- Describe the steps that the municipality intends to take during the 2024-2028 period to identify, remove, and prevent barriers to persons with disabilities.

The Accessibility Plan was reviewed by the Temiskaming Shores Accessibility Advisory Committee (TSAAC) for their consultation and feedback.

1.1 Definitions and Acronyms

AAC- Accessibility Advisory Committee

AODA- Accessibility for Ontarians with Disabilities Act

City- City of Temiskaming Shores

IASR- Integrated Accessibility Standards Regulation

ODA- Ontarians with Disabilities Act

Service Provider- The service provider in all transportation requirements refers to the contractual obligation between the City and contracted transit service provider

TSAAC- Temiskaming Shores Accessibility Advisory Committee

1.2 Statement of Commitment

The City of Temiskaming Shores is committed to treating all people in a manner that allows them to maintain their dignity and independence. The City believes in integration and equal opportunity. The City is committed to meeting the needs of people with disabilities in a timely manner and will do so by preventing and removing barriers to accessibility and meeting accessibility requirements under the Accessibility for Ontarians with Disabilities Act.

The City is committed to meeting the maintenance requirement for preventative and emergency maintenance of accessible elements in public spaces, and for

implementing procedures for dealing with temporary disruptions when accessible elements in public spaces are not in working order (See Appendix 01).

1.3 Key Contacts

Applicable municipal staff are available by calling City Hall at 705-672-3363 or attending 325 Farr Drive, Haileybury:

Plan Inquiries - Municipal Clerk

Site Plan Agreements - City Planner

Capital Facilities – Director of Recreation

Capital Infrastructure (Roads, Sidewalks) – Manager of Transportation Services

Committee Support - Director of Corporate Services

Committee Secretary – Deputy Clerk

1.4 Organization

The City of Temiskaming Shores is located on the shores of beautiful Lake Timiskaming. The City is located approximately 500 km north of the City of Toronto, 150 km north of the City of North Bay, and 250 km south of the City of Timmins. Temiskaming Shores is just 20 km from the Ontario/Quebec border, which enhances the francophone culture in the community. Rich soils in the local area and in the region have created a proud agricultural heritage for the community. The City is now home to approximately 9,600 people and acts as the economic and service hub for many communities in the region.

1.5 Local Community Services

The following community services are a sample of those available to support individuals in the local community and surrounding areas:

- Timiskaming Home Support;

- Temiskaming Hospital;
- Timiskaming Health Unit;
- District of Timiskaming Social Services Administration Board;
- Canadian Mental Health Association;
- Community Living Temiskaming South;
- One Kids Place;
- One Light Diversity Centre Timiskaming;
- Cochrane Temiskaming Resource Center;
- Northern College;
- Le Centre de santé communautaire du Témiskaming;
- Timiskaming Diabetes Clinic;
- Community Cancer Care;
- Literacy Council of South Timiskaming;
- Great Northern Family Health Team;
- Haileybury Family Health Team;
- March of Dimes;
- Canadian National Institute for the Blind (CNIB); and
- Area Food Banks.

1.6 Services Provided by Other Levels of Government

The City of Temiskaming Shores is a single tier municipality within the District of Timiskaming. As a result, services are delivered to our residents on behalf of district wide provincial agencies such as the District of Timiskaming Social Services Administration Board which include, but are not limited to:

- Ontario Works;
- Social Housing;
- Children's Services;
- Land Ambulance; and
- Homes for the Aged.

As required under the Accessibility for Ontarians with Disabilities Act, the District of Timiskaming Social Services Board will prepare its own Accessibility Plan covering those services delivered by the district.

In addition, The Ministry of Community and Social Services is responsible for the delivery of the Ontario Disability Support Program (ODSP). The ODSP is intended to meet the needs of people with disabilities and to help them become more independent. The ODSP has two parts:

1. Income Supports provides financial assistance to eligible people with disabilities; and
2. Employment Supports provide people with disabilities the support needed to acquire and retain employment.

2.0 Plan Statement

This plan addresses accessibility considerations for the City of Temiskaming Shores and its requirements under the Integrated Accessibility Standards Regulation (IASR). This plan builds on prior plans developed and goals achieved. The Plan will be reviewed every five years to address future requirements under the IASR and design of public spaces standard in in effect for all organization as of January 1, 2018.

As in previous plans, this plan will continue to focus on the IASR requirements, and it is the intent of this plan to focus on the following pillars as the City moves toward eliminating barriers in the Community:

- 1) Education/Advocacy
- 2) Facilities & Public Spaces
- 3) Infrastructure
- 4) Programming

2.1 Plan Consultation

This plan was prepared in consultation with the City of Temiskaming Shores senior management team, and members of the Temiskaming Shores Accessibility Advisory Committee (TSAAC).

3.0 Temiskaming Shores Accessibility Advisory Committee

Under the AODA, municipalities with populations of or exceeding 10,000 are required to establish an Accessibility Advisory Committees (AAC) and a majority of the Committee members must be persons with disabilities. According to the 2021 census, the City's population is below the 10,000 threshold, however, the City remains committed to the elimination of barriers, accessibility in the community, and continues to have a functioning and active AAC.

The City of Temiskaming Shores formed its AAC in February 2004. The Temiskaming Shores Accessibility Advisory Committee (TSAAC) has been assigned the task of advising Council on all matters pertaining to accessibility considerations for persons with disabilities.

3.1 Terms of Reference for TSAAC

Please refer to By-law No. 2012-186, as amended for The Temiskaming Shores Accessibility Advisory Committee Terms of Reference.

3.2 Accessibility Accomplishments 2019-2023

- Audible pedestrian signals with tactile plating – Rorke Avenue
- Addition of accessible parking space -Armstong Street
- Sidewalk repairs
- Infrastructure intersection repairs at Whitewood Avenue and Paget Street
- Continual procurement of accessible fleet for the Temiskaming Transit
- Addition of accessible transit shelters – Meridian Avenue and Whitewood Avenue
- Addition of tactile plating
- Facility accessibility upgrades:
 - Relocation of the New Liskeard Library
 - Don Shepherdson Memorial Arena
- Continuation of STATO Trail
- 2022 Municipal Election – online and telephone voting options

- Audio Visual upgrades to Council Chambers to permit live-streaming and transcribing of Council meetings
- Refurbishment of municipal playgrounds to include accessible equipment and rubberized surface
- Installation of Rotary Splash Pad
- Multiple site plan control reviews and input on a variety of City and private developments

4.0 Planned Strategies and Actions for the Identification, Removal, and Prevention of Barriers Temiskaming Shores 2024-2028

Barrier identification is used to determine what barriers exist and where the barriers are found. Examples of a barrier identification process include review of documents and publications, conducting public meetings, surveys and/or audits, the use of customer feedback forms and other mechanisms.

It is the intent of the multi-year accessibility plan for the City of Temiskaming Shores to prevent, identify and remove barriers or obstacles that limit or prevent people with disabilities from engaging in day-to-day activities taken for granted by people without disabilities.

A barrier may be defined as anything that inhibits or prevents a person with a disability from full participation in all aspects of society due to his or her disability.

There are several types of barriers to be considered:

- **Environmental Barriers:** features, buildings or spaces that restrict or impede physical access.
- **Communication Barriers:** obstacles that restrict or impede the processing, transmission and interpretation of information.
- **Attitudinal Barriers:** prejudgments or assumptions that directly or indirectly discriminate against a person with a disability.

- **Technological Barriers:** when technology cannot be or is not modified to support various assistive devices and/or software.

Barriers exist as a result of various forms of disability. In developing this Plan, the City has considered the functional limitations associated with several different kinds of disability and the effects of these limitations on an individual's ability to perform everyday tasks:

- Physical Impairment
- Hearing Loss
- Speech Loss
- Vision Loss
- Deaf-blind
- Smell
- Taste Limitation
- Touch
- Intellectual
- Mental Health
- Learning
- Other – resulting from accidents, illnesses, and diseases

4.1 Education and Awareness

The City of Temiskaming Shores is committed to promoting a culture of accessibility awareness and understanding within the organization, as well as among its residents, businesses, and visitors. To achieve this goal, TSAAC emphasized the importance of staff training, and overall promotion of accessibility in the workforce. The City will continue to work with community partners to ensure that information regarding accessibility of municipal programs, services and facilities is communicated through available channels.

1. Inform the public, businesses, children, local contractors, City councillors, staff, and City contractors on:
 - a. the importance of accessibility;
 - b. design guidelines to make Temiskaming Shores an accessible community; and
 - c. the IASR.
2. Follow available accessible design guidelines that have been developed by industry professionals that will assist in guiding developers, designers, contractors, renovators, homeowners, and City staff in their support of accessible design. Accessible guidelines include:
 - a. Site Plan control guidelines;
 - b. Subdivision design guidelines;
 - c. Interior design of buildings;
 - d. Design guidelines for the Design of Public Spaces requirements under the IASR.
3. Review and abide by the developed policies and procedures in accordance with the IASR. Policies include:
 - a. Procurement policies and procedures;
 - b. Templates for accessible documents;
 - c. Accessible website development; and
 - d. Human resources and hiring.
4. Continue to source all available accessibility specific funding opportunities that may be available through both provincial and federal levels of government and other sources.

4.2 Maintenance of Accessible Elements

Section 80.44 of the IASR states that in addition to the accessibility plan requirements, obligated organizations, other than small organizations, shall ensure that their multi-year accessibility plans include the following:

1. Procedures for preventative and emergency maintenance of the accessible elements in public spaces as required under this Part.
2. Procedures for dealing with temporary disruptions when accessible elements required under this Part are not in working order. O. Reg. 413/12, s. 6.

In response, the City of Temiskaming Shores provides preventative maintenance of accessible elements through routine maintenance and inspections. Inspections focus on accessible elements covered by the Design of Public Spaces Standard and the Ontario Building Code. The City of Temiskaming Shores also notifies members of the public of any temporary disruptions to accessible elements through the City website, social media and the local newspaper, if applicable. Temporary accommodation is provided where possible in the event of a temporary disruption, whether emergency or preventative, until the disruption has ended. Accommodation during a disruption will vary depending on the nature of the disruption.

4.3 Facilities

The City, together with TSAAC and community feedback have identified the following facilities as being in need of accessibility upgrades:

- New Liskeard Community Hall (Engineering completed 2018)
- Haileybury Medical Centre parking lot (Paving)
- Shelley Herbert Shea Memorial Arena (Engineering proposed to be completed in 2024)
- Accessible paths for water access at the beachfronts in both Haileybury and New Liskeard
- Outdoor washrooms (including Spurline, Harbourfront, Algonquin Regiment Park, Farr Park, Dymond Sport Park)
- Spurline pathways (Proposed to be completed 2024)
- Public washrooms within the Waterfront Pool and Fitness Centre

4.4 Infrastructure

Throughout the duration of the plan, the Public Works Department together with the Committee will develop a plan that will better determine where repairs to existing intersections and crosswalks need to be addressed such as:

Intersections:

- Whitewood/Armstrong
- Whitewood/Wellington
- Armstrong/Elm/Beavis (top of the bridge)
- Downtown Core Areas

The City will continue to allocate \$25,000 annually within the budget for accessibility-related costs such as curb cuts, sidewalk repairs, and accessible parking spaces. The Committee will meet with City representatives annually to identify areas of priority, needs, appropriate curb cuts and to improve overall access and eliminate barriers.

The City along with groups such as the Temiskaming Transit Committee, will continue to ensure the transit fleet and transit shelters remain in compliance with accessibility standards, and the Recreation Department on any future refurbishment of facilities, playgrounds and community trails.

4.5 Programming

The City remains committed to supporting programming initiatives such as the Age Friendly Committee. When developing and scheduling public programming, City staff will prioritize the usage of accessible spaces such as Dymond Hall and Riverside Place.

Appendix 01: Accessible Maintenance of Public Spaces Procedure

Background

Section 80.44, Maintenance of Accessible Elements, under Ontario Regulation 191/11 for the Integrated Accessibility Standards, made under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), outlines that in addition to the accessibility plan requirements set out in Section 4 of the above-mentioned regulation, obligated organizations, other than small organizations, shall ensure that their multi-year accessibility plans include the following:

1. Procedures for preventative and emergency maintenance of the accessible elements in public spaces as required under this Part.
2. Procedures for dealing with temporary disruptions when accessible elements required under this Part are not in working order.

Purpose

Accessible public spaces include specific features that make it easier for everyone – people with disabilities, seniors and families – to use public spaces. Maintenance procedures are important to ensure that people with disabilities can access public spaces, and are important to retain an accessible environment that is safe and useable by everyone.

Maintenance Procedures

Preventative and Emergency Maintenance

Accessible elements of public spaces and buildings will be inspected on a regular basis. Elements that are found to have defects or need maintenance will be identified, and a plan will be developed to correct the defect or maintenance issue.

If an accessible element requires emergency maintenance or repairs, it will be taken out of service. Necessary repairs will be assessed and addressed based on priority.

Service Disruptions

In the event of a service disruption to the accessible parts of its public spaces during business hours, the City will notify the public as soon as reasonably possible of the service disruption and available alternatives. In the case of a planned disruption, the City will post signage on-site at least two (2) days prior to the disruption. It will also post a notice on the its website. The City will also provide notification by other means deemed appropriate to the disruption (print or radio ads, social media, press release, etc.). Persons who have appointments at any location operated by the City will be notified by telephone of a cancellation or alternatives available prior to the disruption and the estimated time of restoration.

Subject: Municipal Property Assessment Corporation (MPAC) Data Sharing and Services Agreement (DSSA)

Report No.: CS-047-2023

Agenda Date: December 5, 2023

Attachments

- Appendix 01:** MPAC DSSA Fact Sheet
Appendix 02: MPAC DSSA Frequently Asked Questions
Appendix 03: MPAC DSSA Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-047-2023; and
2. That Council provides the Treasurer with the delegated authority to sign the Municipal Property Assessment Corporation (MPAC) Data Sharing and Services Agreement (DSSA).

Background

The DSSA integrates and clarifies many existing MPAC-Municipal agreements including: the Service Level Agreement (SLA), the Municipal License Agreement (MLA) and Product Use Sheets, the Municipal Connect License, and the Ontario Parcel Master Agreement (OMPA).

Analysis

The DSSA was developed in consultation with a municipal working group of representatives from the MPAC Municipal Liaison Group (MLG) with the goal of being a framework for the continued evolution of the relationship between MPAC and the Municipality. The DSSA consolidates and replaces several dated agreements into a single document. It is intended to provide greater clarity on the following items:

- Permitted uses of MPAC data by municipalities
- Protection of municipal data by MPAC
- Service Level Performance obligations

The DSSA consolidates and updates the following agreements into one simplified document:

- Municipal License Agreement, 2007
- Municipal Connect Terms & Conditions of Use, 2007
- MPAC Terms and Conditions, 2007
- Product Use Sheets (relating to use at Kiosk/websites), 2007
- Ontario Parcel Master Agreement, 2007
- Service Level Agreement, 2018

The DSSA is a standardized document for all municipalities which offers a flexible framework for future enhancements. The DSSA will be in place for four years, and will auto-renew each year thereafter. The deadline to sign the agreement is December 23, 2023, and will come into effect on January 1, 2024.

Relevant Policy / Legislation / City By-Law

- N/A

Consultation / Communication

- N/A

Financial / Staffing Implications

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

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

Alternatives

N/A

Submission

Prepared by:

Reviewed by

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Stephanie Leveille
Treasurer

Shelly Zubych
Director of Corporate
Services

Amy Vickery
City Manager



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Data Sharing and Services Agreement (DSSA) Fact Sheet

Overview.

MPAC's new Data Sharing and Services Agreement (DSSA) was developed in consultation with a municipal working group and will modernize MPAC's data sharing relationship to provide greater clarity with respect to:

- Permitted uses of MPAC data by municipalities
- Protection of municipal data by MPAC
- Service Level Performance obligations

The DSSA consolidates and updates the following agreements into one simplified document:

- Municipal License Agreement, 2007
- Municipal Connect Terms & Conditions of Use, 2007
- MPAC Terms and Conditions, 2007
- Product Use Sheets (relating to use at Kiosk/websites), 2007
- Ontario Parcel Master Agreement, 2007
- Service Level Agreement, 2018

The deadline for signing the DSSA is December 23, 2023. The agreement will come into effect on January 1, 2024 and any person with the authority to bind the municipality may sign the agreement. The term of the DSSA is four (4) years with auto-renewal each year thereafter. MPAC is requesting that all 444 Ontario Municipalities sign the DSSA before the deadline.

Not signing the DSSA could result in eventual restrictions to Municipal Connect and other MPAC products, but MPAC's statutory services would not be affected.

The DSSA is a standardized document for all municipalities which offers a flexible framework for future enhancements.

Background.

MPAC's Data Sharing and Services Agreement (DSSA) integrates and clarifies many existing MPAC-Municipal agreements including: the Service Level Agreement (SLA), the Municipal

License Agreement (MLA) and Product Use Sheets, the Municipal Connect License, and the Ontario Parcel Master Agreement (OMPA).

The DSSA contains the following areas of focus:

- The ***Service Level Agreement*** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality's timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified. Commitment to review Service Level commitments and dependencies every four years with Municipal Working Group.
- The ***MPAC Permitted Uses of Municipality Documents*** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality's information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers, and stakeholders, and commercialize data and insights to offset the Municipality's levy payments. The Municipality's information will be protected from disclosure to, and unauthorized access by, third parties in accordance with *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Assessment Act*.
- The ***Municipality Permitted Uses of MPAC Data Products*** provide the Municipality with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the ***Data Terms and Conditions of Use*** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

How was the DSSA developed?

The DSSA was developed in consultation with a municipal working group of representatives from the MPAC Municipal Liaison Group (MLG). It is intended to be a framework for the

continued evolution of the relationship between MPAC and the Municipality. The working group was comprised of tax, assessment, legal and other municipal representatives from seven municipalities.

DSSA Webinar.

Watch our [April 4 webinar](#) recording to learn about our new DSSA, the benefit for municipalities, and our roll-out plan.

Have additional questions?

Reach out to your local [Municipal and Stakeholder Relations Account Manager](#) to learn more.



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Data Sharing and Services Agreement (DSSA) – Frequently Asked Questions

Overview

Q.1 What is the purpose of the Data Sharing and Services Agreement (DSSA)?

The new DSSA reflects the evolving relationship between MPAC and municipalities by consolidating and replacing several dated agreements between MPAC and municipalities governing data sharing and services into a single document that is easy to use and understand.

In addition, the new DSSA addresses municipal concerns over data sharing, including protection of municipal documents, obligations of the parties, and reciprocal obligations. It also clarifies the permitted uses of MPAC data by municipalities, and the permitted uses of municipal data by MPAC.

Q.2 What MPAC agreements and licenses are being consolidated in this new agreement?

The new DSSA consolidates and updates: the Municipal License Agreement and its Product Use Sheets (including those pertaining to kiosks and websites), the Municipal Connect Terms and Conditions of Use, the Ontario Parcel Master Agreement General Municipal Licence Agreement, and the Service Level Agreement (SLA).

Q.3 Was there municipal involvement in the development of the new DSSA?

Yes. A working group of municipalities contributed and provided feedback to MPAC's project team at multiple points throughout the development of the DSSA.

Q.4 Does my Municipality have to sign the new agreement?

Yes. Like previous MPAC-Municipal agreements, the DSSA is standardized for all municipalities and requires a signature by a person who can bind your Municipality.

Q.5 Does the new DSSA need to be approved by Council?

Not necessarily. The DSSA requires the approval of a person who can bind the Municipality. Whether the DSSA requires the approval of Council will depend on the authority that has been delegated to senior staff.

Q.6 Can the agreement be customized for my Municipality?

No, the DSSA is standardized for all municipalities.

Q.7 What is the Municipal Liaison Group (MLG) and how will they be involved in the ongoing review of this agreement?

MPAC's Municipal Liaison Group (MLG) is a group of municipal staff from across the province who provide input to MPAC and our Municipal and Stakeholder Relations team, to ensure that MPAC's services and standards meet the needs of municipalities. In addition to regular meetings, MLG members also participate in smaller working groups regarding specific issues or initiatives as deemed appropriate. An MLG working group was instrumental in the creation of the DSSA.

Q.8 How regularly will the DSSA be reviewed?

The DSSA will be reviewed as needed based on the evolving nature of the MPAC-Municipal relationship. Components of the DSSA will be reviewed at regular intervals, like the Service Level Agreement (SLA), which will be reviewed every four years.

Q.9 Could the DSSA be amended/adapted in the future? If so, what is the process?

Yes. To support continued collaboration between MPAC and municipalities, the DSSA may require updating in the future. Updates will be considered in consultation with MPAC's Municipal Liaison Group (MLG) before being brought forward to all municipalities as an amendment to the agreement. Changes to Service Levels or Dependencies will require MLG approval.

Q.10 What is the term of the DSSA?

The term of the DSSA is four years, following which the DSSA will auto-renew each year thereafter unless the Municipality opts out of the agreement.

Q.11 When will the DSSA come into effect?

The DSSA will come into force on January 1, 2024. The deadline for signing the DSSA is December 2023. Municipalities who do not sign by the deadline could lose access to non-statutory MPAC deliverables like Municipal Connect.

Q.12 What are the consequences of not signing the agreement?

MPAC will provide ample time for municipalities to sign the agreement, but not signing the DSSA could result in restrictions to Municipal Connect and other MPAC non-statutory products. However, the provision of MPAC's statutory services and products would not be affected. In addition, not signing the DSSA would not relieve a Municipality from complying with any of its legislative obligations.

Service Level Agreement

Q.13 What is the Service Level Agreement (SLA)?

The Service Level Agreement (SLA) is MPAC's promise to deliver timely, accurate and measurable products and services to municipalities. It is MPAC's commitment to all municipalities to maintain high performance standards and each Municipality's commitment to perform the Dependencies that MPAC requires in order to meet these standards.

The SLA and its Service Levels were established in consultation with municipalities to align service delivery expectations and create opportunities for collaboration and information sharing.

The SLA also covers the activities that municipalities are required to perform (Dependencies) to meet the Service Levels, while allowing municipalities to review MPAC's performance and resolve issues.

Q.14 Where can I find information on my Municipality's Service Levels?

Municipalities can access performance metrics for their jurisdiction through a self-service dashboard in Municipal Connect or by contacting their MPAC Account Manager. Through the SLA Dashboard, each Municipality can access and view an at-a-glance snapshot of performance for each reported Service Level. The Dashboard indicates whether MPAC met or did not meet the applicable Service Level and if a municipal Dependency was not met.

Q.15 When would MPAC change a municipal Service Level or Dependency within the SLA?

MPAC would not typically make a change unilaterally to the SLA unless required to by Applicable Laws. Any proposed changes to the SLA would be considered in consultation with our Municipal Liaison Group (MLG) and other municipalities prior to their introduction and require the approval of MLG.

Q.16 What happens when a Municipality misses a Dependency under the SLA?

Municipalities are expected to make reasonable efforts to perform the Dependencies to enable MPAC to meet its Service Levels. However, municipalities are not liable for missing a Dependency. The SLA is a non-binding list of Service Levels and Dependencies that both parties strive to achieve and does not create obligations for either party beyond those set out in any Applicable Laws.

Missed Dependencies will be used as discussion points for local relationship meetings with your MPAC Account Manager/Regional Manager for general awareness, and to ensure that any potential systemic issues are identified and discussed.

Q.17 What is the preferred mechanism for municipalities to share information with MPAC related to changes to Federally and Provincially-owned properties?

Information about changes to Federal/Provincial properties can be submitted to MPAC using the “My Work” portal within Municipal Connect. Please discuss this with your local Account Manager who will work with MPAC valuation staff to ensure any improvements and changes to ownership are accurately captured within our systems.

Data Licenses

Q.18 What are the permitted uses of data pursuant to the DSSA?

MPAC is permitted to use Municipality Documents to fulfill its legislated mandate. In addition to meeting Service Levels, performing property assessment activities and fulfilling other statutory duties, MPAC uses the Municipality's information to update its databases to provide assessment data to municipalities and taxpayers, and commercialize data and insights to offset the cost of MPAC services to municipalities through their levy payments. Like municipalities, MPAC is an institution subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Municipalities' information will be protected from disclosure to, and unauthorized access by, third parties in accordance with MFIPPA, the *Assessment Act* and the DSSA.

Your Municipality is permitted to use MPAC Data Products for internal planning purposes, internal operational uses and external distribution uses in accordance with each MPAC Data Product's permitted uses. The DSSA also provides easier access through Custom Product licenses for municipality-owned and funded entities to access MPAC data.

Q.19 What are Internal 'Planning' and Internal 'Operational' Purposes?

For the purposes of the DSSA, an “Internal Planning Purpose” is defined as a municipal planning or assessment base management activity pursuant to Section 53 of the

Assessment Act where MPAC Data is kept internal to the municipality and not used for the delivery of operations, programs, services, information, or any other purposes by the municipality.

Examples of “Internal Planning Purposes” include:

- Activities involving internal land use planning under the *Planning Act*.
- Activities leading up to a decision pertaining to the Official Plan, lot creation, land development, zoning, site plans or building permits would be considered planning.
- The creation of a municipal by-law for development charges under the Development Charges Act.
- Debt collection activities added to the property tax bill, and as authorized under the *Municipal Act*.
- Activities involving consultation such as seeking input from property owners, as part of a planning activity.

For the purposes of the DSSA, an “Internal Operational Purpose” is defined as the delivery of operations, programs, services, or information by the Municipality where MPAC Data is kept internal to the Municipality and only used for such operational purposes by the Municipality.

Examples of “Internal Operational Purposes” include:

- Creation of mailing lists or issuance of notices to property owners once a decision has been made and is considered operational.
- Information notices to owners for fire prevention initiatives or local roadway changes.
- Collection of fines or monetary penalties resulting from the Provincial Offences Act.
- Use of MPAC Data for social assistance business delivery, emergency services, delivery of public health service operations, energy conservation, rent reduction notices, issuance of waste collection bag tags, etc.

MPAC will provide an up-to-date list of all available MPAC Data Products and the associated Municipality Permitted Use(s) through Municipal Connect. Municipalities may wish to seek their own legal advice regarding whether their intended use of an MPAC Data Product aligns with the permitted uses of each MPAC Data Product.

Q.20 What is a ‘Consultant’ to the Municipality and can MPAC products be disclosed to service providers and agents?

A Consultant to the Municipality is a consultant, contractor, agent, or supplier retained by the Municipality who may access MPAC Data Products solely to fulfill their engagement

with the Municipality in accordance with the Municipality's use of such MPAC Data Products. The Municipality is responsible for ensuring that Consultant abides by the terms and conditions set out in Section 6 (Data Terms and Conditions).

Q.21 Are municipalities allowed to share information across municipal departments?

MPAC Data Products for Internal Planning Purposes may be shared freely across departments within the Municipality, provided that such information is used solely for Internal Planning Purposes by all departments and not distributed to third parties other than authorized Consultants.

Similarly, MPAC Data Products for Internal Operational Purposes may be shared freely across departments within the Municipality, provided that such information is used solely for Internal Operational Purposes by all departments and not distributed to third parties other than authorized Consultants.

Municipalities that share MPAC Data Products across departments are responsible for ensuring that all departments accessing MPAC Data Products abide by any specific permitted uses, terms and conditions appended to the MPAC Data Products.

Only MPAC Data Products for External Distribution Purposes may be shared with third parties in accordance with the terms and conditions of the MPAC Data Product.

Municipal departments that seek additional uses of MPAC Data Products may contact their local Account Manager. A Custom Product may be required for these additional uses.

Q.22 What is an 'external distribution purpose' and who is a 'third party' to the Municipality?

For the purposes of the DSSA, an External Distribution Purpose is the distribution of MPAC Data Products to any third party outside of the Municipality other than to an authorized Consultant. A 'third party' is any entity that is not legally a part of the incorporated Municipality.

MPAC Data Products that are licensed to the Municipality for External Distribution Purposes will append terms and conditions that specify the permitted avenues for distribution and any access, use and security requirements.

Q.23 Can my Municipality share data with a municipal entity directly (e.g., BIAs, wholly owned/funded municipal entities)?

Municipalities may only share data with a municipal entity if expressly permitted by MPAC's Data Product's terms. Otherwise, sharing data with third parties such as other municipal entities is not permitted without a Custom Product licence or other MPAC written consent.

Please contact your local MPAC Account Manager to understand and to assist with any data request from a municipal entity. A Custom Product Use Sheet may be required to ensure that the data is properly licensed before sharing with a municipal entity.

Q.24 How can third parties access MPAC Data Products?

Third parties may contact the local MPAC Account Manager to inquire about licensing MPAC Data for their own business purposes. Licensing terms will apply to all MPAC Data Products.

The DSSA provides a framework which considers fee discounts depending on the type of entity. MPAC will consider how the entity is created, owned, and funded and for what purposes is the data being used.

Q.25 Does the DSSA accommodate open data as an external distribution purpose?

Currently, no MPAC Data Products are licensed for use on a Municipality's open data website. However, the agreement framework is flexible and could be changed to allow for open data products in the future. MPAC Data Products will specify whether they are available for distribution as open data on a Municipality's website.

Q.26 What is 'Supplier Data' under the DSSA?

Supplier data is data that is licensed to MPAC by MPAC's data suppliers which include Teranet, the Province, and other suppliers. In addition to being governed by legislation and the DSSA, supplier data is bound by agreements between MPAC and its suppliers. Some MPAC Data Products may be limited in their use or distribution due to their inclusion of supplier data.

Many data products on Municipal Connect include or are derived from supplier data. Some examples include Current Value Assessments (CVA), sale amount, sale date, legal description, AVMs, parcel boundaries, X-Y coordinates, and photos.

Q.27 How can I request additional MPAC Data Products be made available on Municipal Connect?

MPAC takes requests on an ongoing basis as it continues to expand its product offerings to its municipal partners. Please contact your local MPAC Account Manager.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

This Data Sharing and Services Agreement (the “**DSSA**”) integrates and clarifies many existing MPAC-Municipality agreements including: The Service Level Agreement (the “**SLA**”), the Municipal License Agreement and Product Use Sheets, the Municipal Connect License and the Ontario Parcel Master Agreement General Municipal Licence Agreement (the “**OPMA GMLA**”).

The DSSA contains the following areas of focus:

- The **Service Level Agreement** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality’s timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified.
- The **MPAC Permitted Uses of Municipality Documents** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality’s information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers and stakeholders, and commercialize data and insights to offset the Municipality’s levy payments. The Municipality’s information will be protected from disclosure to, and unauthorized access by, third parties.
- The **Municipality Permitted Uses of MPAC Data Products** provide the Municipality and its consultants with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the **Data Terms and Conditions of Use** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

The DSSA was developed in consultation with representatives from the Municipal Liaison Group and is intended to be a framework for the continued evolution of the relationship between MPAC and the Municipality. The DSSA includes commitments for MPAC to regularly update service levels, dependencies and data products in consultation with the Municipal Liaison Group.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

This Data Sharing and Services Agreement is dated as of the January 1, 2024 (the “**Effective Date**”)

Between:

Municipal Property Assessment Corporation (“**MPAC**”)

And

The **City of Temiskaming Shores** (the “**Municipality**”), (collectively the “**Parties**”)

1. Overview

This Agreement includes the following sections:

- Section 3: Service Level Agreement
- Section 4: MPAC Permitted Uses of Municipality Documents
- Section 5: Municipality Permitted Uses of MPAC Data Products
- Section 6: Data Terms and Conditions of Use

2. Appendices

The following appendices are incorporated into this Agreement:

- Appendix 1: Definitions
- Appendix 2: Service Level Agreement Exhibits

3. Service Level Agreement

3.1. Purpose

This Service Level Agreement (the “**SLA**”) is a statement of MPAC’s commitment to the Municipality to maintain high performance standards when providing Services, and the Municipality’s commitment to perform the Dependencies that MPAC requires to meet these standards.

3.2. MPAC Service Levels

MPAC will provide the Services in a manner that meets the Service Levels in Appendix 2 (Service Level Agreement Exhibits) pertaining to the Assessment Roll (Part 1); Assessment In-Year Maintenance (Part 2) and Support Services (Part 3).

3.3. Municipality Documents and Dependencies

The Municipality will make reasonable efforts to perform the Dependencies in such a manner and on a timely basis to enable MPAC to meet the Service Levels.

The Dependencies include:

- Dependencies specified in Appendix 2 (Service Level Agreement Exhibits); and
- Delivery of the following source documents (the “**Municipality Documents**”):

3.3.1. Building Permits and Building Plans

- Provide MPAC with all Complete Building Permits and available Building Plans within 30 days of issuance by the Municipality.
- Provide non-residential Building Plans to MPAC within 10 days of a request from MPAC.
- Provide MPAC with timely updates on the progress of construction, alterations and additions and notify MPAC that applicable properties have become occupied.
- Notify MPAC of any available information pertaining to new construction, alterations and additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.

3.3.2. Severances and Consolidations

- Deliver to MPAC (or MPAC’s agent) information required to process SCIFs including information on lot zoning, lot addresses and lot servicing.

3.3.3. Tax Applications and Vacancy Rebates

- Deliver all required supporting documentation available for a Tax Application to allow MPAC to process a Completed MPAC Response Form, including all documentation required from the taxpayer.
- Provide MPAC with all required supporting documentation by May 15th (or the next Business Day) for MPAC to respond to the Municipality regarding a Tax Application prior to August 15th of that same calendar year, or on such timeline as agreed to by the Parties.
- Deliver all required supporting documentation and information to support the processing of a Vacancy Unit Rebate Application.

3.3.4. Other Data as Mutually Agreed Upon by the Municipality and MPAC

- Deliver available digital official plan and zoning schedules (shape files), planning information and development application information (staff reports, studies, by-laws, etc.) as requested by MPAC and agreed to by the Municipality, acting reasonably.
- Deliver other Dependencies as agreed to by the Parties during the Term.

3.4. Delivery and Reporting

Each Party will make reasonable efforts to provide SLA deliverables to the other Party in the manner specified by the other Party, acting reasonably. This may include delivery by MPAC to the Municipality's Consultants and the use of electronic portals, e-permitting solutions and APIs.

MPAC will report on its Service Level performance through Municipal Connect. Where possible, SLA reports will indicate whether a failure to meet a Dependency affected MPAC's performance of the Services in accordance with a Service Level.

3.5. Relationship Meetings

Upon request from the Municipality, a MPAC Regional Manager and/or MPAC Account Manager shall meet the Municipality at an agreed-upon schedule to discuss the Service Levels, provided that MPAC shall meet the Municipality at least once per year unless otherwise declined by the Municipality.

3.6. MPAC Failure to Achieve a Service Level

If MPAC fails to meet a Service Level, MPAC will:

- 3.6.1.** Within 10 days, initiate a problem review to identify the causes of such failure;
- 3.6.2.** Within 30 days, provide a remediation plan and timelines to correct the problem;
- 3.6.3.** Within 60 days, make recommendations to improve procedures and communications between MPAC and the Municipality;
- 3.6.4.** Discuss the failure at the next relationship meeting;
- 3.6.5.** In the event of two consecutive failures of such Service Level or a failure of a Service Level with a Measurement Period of more than one year, the non- performance will be brought to the attention of the MPAC Vice President and Chief Operating Officer and the MPAC Vice President and Chief Valuation and Standards Officer; and
- 3.6.6.** In the event of additional consecutive failures of such Service Level after escalation, MPAC or the Municipality may refer the non-performance to the MPAC Quality Service Commissioner appointed pursuant to the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G*.

3.7. Municipality Failure to Meet Dependencies

MPAC will notify the Municipality of instances where a missed Dependency is at risk of causing or has caused a missed Service Level. MPAC will discuss the Dependency at the

next relationship meeting and work with the Municipality to make recommendations to improve procedures and communications between MPAC and the Municipality. The Municipality shall have no further liability or responsibility to MPAC whatsoever for any costs, expenses, losses or damages of any kind in relation to the Municipality's missed Dependency.

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

Neither Party will be considered to have missed their respective Service Level or Dependency if the non-performance occurs as a consequence of any of the following events and the non-performing Party has taken reasonable efforts to mitigate non-performance:

- 3.8.1.** Changes in Applicable Laws;
- 3.8.2.** Failures by third parties not subcontracted by MPAC or the Municipality to provide data or information necessary for performance of the Service Level, including property owners, government, the ARB, courts and the Land Registry Office;
- 3.8.3.** Directions from any Governmental or Regulatory Authority that delay or prevent the performance of a Service Level; or
- 3.8.4.** Any other cause beyond the Party's reasonable control, including, third party network failures, cyberattacks, fires, riots, acts of war, labour disputes (including strikes and lockouts), pandemic, acts of terrorism, accident, explosion, flood, storm, acts of third party providers.

In addition, MPAC will not be considered to have missed a Service Level if the non-performance occurs as a consequence of any of the following events and MPAC has taken reasonable efforts to mitigate non-performance:

- 3.8.5.** Non-performance by the Municipality of a Dependency required by such Service Level; or
- 3.8.6.** The occurrence of any applicable exceptions in Appendix 2 (Service Level Agreement Exhibits).

3.9. Changes to Service Levels and Dependencies

MPAC will conduct a review of the Service Levels and Dependencies at least once every four years with the Municipal Liaison Group.

MPAC may propose the addition or modification of a Service Level or Dependency in consultation with the Municipal Liaison Group and other municipalities. MPAC will make reasonable efforts to agree on the proposed addition or modification with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice to the Municipality of the addition or modification of Service Levels or Dependencies following consultation with and approval by the Municipal Liaison Group. Upon the expiry of such notice period, the Service Levels or Dependencies will be deemed amended in accordance with the written notice.

Notwithstanding any other provision in this SLA, MPAC may at any time change or terminate any Service Levels or other provisions in this SLA if required by Applicable Laws.

3.10. Service Level Agreement Limitation of Liability

With respect to this Section 3 (Service Level Agreement), neither Party will be liable for any claim for a failure to meet a Service Level or Dependency, or any associated losses or damages, including any direct, indirect, consequential, special, tax related (including, for greater clarity, liability for loss of past or future tax revenue in the event an assessment is amended by MPAC, the ARB, or a court for any reason), administrative, or other loss or damage, credit, discount or other remedy in relation to this SLA or any alleged breach thereof, regardless of whether such claim arises in contract (including fundamental breach), tort or any other legal theory.

This SLA does not create any rights or liabilities for either Party beyond those set out in any applicable legislation, including the *Municipal Act, 2001, S.O. 2001, c. 25* and the regulations thereunder, and the *Assessment Act, R.S.O. 1990, c. A.31* (the “**Assessment Act**”) and the regulations thereunder, in each case, as amended from time to time.

For greater clarity, this SLA does not impact MPAC’s obligations under the *Assessment Act*, and MPAC will continue to perform such obligations as required by, and in compliance with, the *Assessment Act*. This SLA does not derogate from MPAC’s obligations under such policies, procedures and standards established by the Minister under Section 10 of the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G* (the “*MPAC Act*”) or the statutory duties of MPAC under the *Assessment Act* and/or *MPAC Act*. Where MPAC’s Service Levels under the DSSA differ from or conflict with such policies, procedures and standards, the requirement containing a more stringent, more timely or higher level of service by MPAC to the Municipality shall apply. The Municipality may request that the Minister issue an order under Section 10(3) of the *MPAC Act* to compel compliance by MPAC and/or may refer any non-compliance to the MPAC Quality Service Commissioner.

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

The Municipality will licence Municipality Documents to MPAC, subject to the Data Terms and Conditions of Use in Section 6 below, for the following uses pursuant to MPAC’s rights and obligations under the *Assessment Act*, the *MPAC Act* and other applicable legislation (the “**MPAC Permitted Uses**”):

- 4.1.1. To meet the Service Levels outlined in the SLA;
- 4.1.2. To perform property assessment, valuation and other duties assigned to MPAC and its property assessors pursuant to Section 9(1) of the *MPAC Act*; and
- 4.1.3. To update, maintain, modify, adapt and verify MPAC databases and information. Pursuant to Section 9(2) of the *MPAC Act*, updated MPAC databases are used to engage in any activity consistent with MPAC’s duties that MPAC’s board of directors considers to be advantageous to MPAC, which include the following:
 - 4.1.3.1. Providing taxpayers with information to review whether their property assessments are accurate and equitable;
 - 4.1.3.2. Providing MPAC Data Products to municipalities, including upper-tier municipalities through Municipal Connect and other stakeholders; and
 - 4.1.3.3. Commercialization of data to offset MPAC’s levy on municipalities.

For greater certainty, the MPAC Permitted Uses shall be in compliance with Applicable Law including MFIPPA and do not include disclosing the Municipality Documents (or any reproduction of the Municipality Documents) directly to any third party or enabling any third party to ascertain, derive, determine or recreate the Municipality Documents.

4.2. Access to Municipality Documents by MPAC Consultants

MPAC may disclose Municipality Documents to a consultant, contractor, agent or supplier retained by MPAC (a “**Consultant**”) solely for the MPAC Permitted Uses in accordance with this Agreement. MPAC is responsible for ensuring that any Consultant abides by the terms and conditions as set out in Section 6 (Data Terms and Conditions).

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

MPAC will licence products to the Municipality (the “**MPAC Data Products**”), subject to the Data Terms and Conditions of Use in Section 6 below, for the following permitted uses (the “**Municipality Permitted Uses**”):

- MPAC Data Products licensed only for Internal Planning Purposes;
- MPAC Data Products licensed only for Internal Planning Purposes and Internal Operational Purposes;
- MPAC Data Products licensed for Internal Planning Purposes, Internal Operational Purposes and specified External Distribution Purposes; and
- Custom Products subject to additional licensing terms.

5.2. Delivery

All MPAC Data Products will be delivered to the Municipality through Municipal Connect unless otherwise agreed to by the Parties. MPAC will provide an up-to-date list of all available MPAC Data Products and the associated Municipality Permitted Use(s) through Municipal Connect.

5.3. Internal Planning Purposes

For the purposes of this Agreement, an “**Internal Planning Purpose**” is defined as a municipal planning or assessment base management activity pursuant to Section 53 of the *Assessment Act* where MPAC Data is kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.

5.4. Internal Operational Purposes

For the purposes of this Agreement, an “**Internal Operational Purpose**” is defined as the delivery of operations, programs, services or information by the Municipality where MPAC Data is kept internal to the Municipality and only used for such operational purposes by the Municipality.

5.5. Access to MPAC Data Products by Consultants

The Municipality may disclose MPAC Data Products to a consultant, contractor, agent or supplier retained by the Municipality (a “**Consultant**”) solely for the Municipality’s use of such MPAC Data Products in accordance with this Agreement. The Municipality is responsible for ensuring that Consultant abides by the terms and conditions set out in Section 6 (Data Terms and Conditions).

5.6. External Distribution

For the purposes of this Agreement, an “**External Distribution Purpose**” is defined as the distribution of MPAC Data Products to any third party other than to a Consultant.

Certain MPAC Data Products are licensed to the Municipality for External Distribution Purposes. These MPAC Data Products will append terms and conditions that specify the permitted avenues for distribution and any access, use and security requirements.

The Municipality is responsible for ensuring that its distribution of such MPAC Data Products abides by any appended terms and conditions. Only specified MPAC Data Products are permitted to be published on the Municipality’s open data websites.

Other MPAC Data Products are not available for external distribution. The municipality may make a Custom Product request for additional external distribution licences.

5.7. Municipality Requests for Custom Products

The Municipality and wholly owned municipal entities may request that MPAC create and license additional custom products for the Municipality’s purposes (“**Custom Products**”). Fees and other licensing terms (including Municipality Permitted Uses) may apply.

In emergency situations and during any declared federal, provincial, or municipal states of emergency, MPAC will make all reasonable efforts to support a Custom Product request including those pertaining to External Distribution Purposes for the purpose of responding to or dealing with, or facilitating a response to or dealing with, the emergency situation or state of emergency.

5.8. Access to MPAC Data Products by Other Third Parties

Unless otherwise expressly permitted by the terms appended to an MPAC Data Product, other third parties to the Municipality including wholly owned and wholly funded municipal entities are not entitled to receive or use MPAC Data Products. Such third parties may contact their MPAC Account Manager to inquire about licensing MPAC Data for their own business purposes. Licensing terms will apply to all MPAC Data Products.

In determining whether fees will apply to MPAC Data Products for other third parties, MPAC will consider the following framework in collaboration with the third party requestor:

Entity Type	Fee for MPAC Data Products	Fee for Supplier Data	May Include But Not Limited To
100% Municipally Funded or Created Entities / DSSABs / LRAs / LSBs / Planning Boards / Conservation Authorities Non-Profit Purpose	No, Unless Custom Product	Yes Supplier Discounts May Apply	BIA / Economic Development, Childcare, Police Services, Fire Services, Emergency Services, Library Boards, Water / Wastewater, Social / Community Housing, Boards of Council, Committees of Council, DSSABs, LRAs, LRBs, Planning Boards, Conservation Authorities
Partially Municipally Owned / Funded Entities Non-Profit Purpose	Reduced or No Fees	Yes Supplier Discounts May Apply	Community Partnerships, Arena Boards, Business Incubators, Public Health Units
Municipal Entities, and Entities Not Created by the Municipality For-Profit Purpose	Commercial Rates, With Consideration For Exceptional Circumstances	Yes	LDCs, Telecommunication Companies, Airports, Certain Infrastructure Projects

5.9. Changes to MPAC Data Products

MPAC may propose the addition or modification of a MPAC Data Product including any appended terms and conditions in consultation with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice for the addition or modification of any MPAC Data Product following consultation with the Municipal Liaison Group. Upon the expiry of such notice period, the amended MPAC Data Product will be deemed effective in accordance with the written notice.

6. Data Terms and Conditions of Use

6.1. Application

- 6.1.1. This Data Terms and Conditions of Use (the “**Terms and Conditions**”) will apply to the licensing of all MPAC Data Products and Municipality Documents (the “**Licensed Data**”).
- 6.1.2. Where supplementary terms and conditions have been appended to MPAC Data Products, they will override any conflict with these Terms and Conditions.
 - 6.1.2.1. This includes data from the Ontario Parcel, where the provisions of the General Municipal Licence Agreement – OPMA Assessment Mapping Data Products (the “**OPMA GMLA**”) apply.

6.2. Licence Grants

- 6.2.1. MPAC hereby grants to the Municipality a non-exclusive, non-transferable and revocable right to use MPAC Data Products solely for the Municipality Permitted Uses

set out in Section 5, provided that the Municipality complies with these Terms and Conditions.

6.2.2. The Municipality hereby grants to MPAC a non-exclusive, non-transferable and revocable right to use Municipality Documents solely for the MPAC Permitted Uses set out in Section 4, provided that MPAC complies with these Terms and Conditions.

6.2.3. No other uses of the Licensed Data are permitted.

6.3. Restrictions

6.3.1. Unless otherwise authorized by these Terms and Conditions, the Licensee will not:

- 6.3.1.1.** transfer, sell, lend, trade, pledge, sublicense, assign, lease, disseminate, disclose or otherwise dispose of Licensed Data, in whole or in part, or any reproduction of Licensed Data, in whole or in part, to any other person or entity, including its Affiliates;
- 6.3.1.2.** post or transmit Licensed Data on any publicly accessible network or open data website, including the Internet, or on any network that does not have secure access by internal authorized users only;
- 6.3.1.3.** modify, adapt, disassemble, reverse engineer, screen scrape, or otherwise tamper with Licensed Data, in whole or in part, or incorporate Licensed Data, in whole or in part, into anything to be used by another person or entity;
- 6.3.1.4.** use Licensed Data to engage in the development of any product or service that competes with the Licensor such as creating a product that competes with commercial data offerings;
- 6.3.1.5.** ascertain, derive or determine, or attempt to ascertain, derive or determine, algorithms or methodologies related to the creation or development of Licensed Data, in whole or in part, including the development of a model, algorithm or artificial intelligence which predicts an estimate or a proxy for any data element contained in the Licensed Data;
- 6.3.1.6.** remove, obscure or otherwise alter markings or notices on Licensed Data relating to the use or distribution of Licensed Data or the intellectual property and proprietary rights of the Licensor and its Suppliers in or to Licensed Data; or
- 6.3.1.7.** store, attempt to store or knowingly permit any person or entity to store Licensed Data, in whole or in part, so as to create a separate depository of Licensed Data or any part thereof, or a database.

For clarity, where the Municipality is the Licensee, the restrictions in this Section 6.3 apply only to the MPAC Data Products; where MPAC is the Licensee, the restrictions in this Section 6.3 apply only to the Municipality Documents.

6.4. Ownership of Licensed Data

6.4.1. The Licensee acknowledges that Licensed Data contains confidential technical and commercial information of the Licensor and its Suppliers and agrees to ensure that Licensed Data will only be used for the applicable MPAC or Municipality Permitted Purposes by the Licensee.

6.4.2. The Licensee acknowledges that (i) copyright, trade secret rights and other intellectual property and proprietary rights reside in Licensed Data, (ii) the Licensor and its Suppliers hold copyright and other intellectual and proprietary rights in Licensed Data and all right, title and interest in and to Licensed Data will at all times be vested in and remain the property of the Licensor, (iii) no change made to Licensed Data, however extensive, will affect or negate the right, title and interest of the Licensor and its

Suppliers in the Licensed Data; (iv) no ownership rights in the Licensed Data are transferred to the Licensee, and (v) the Licenser reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

6.5. Disclaimers

- 6.5.1.** The Licensee acknowledges that (i) the Licenser provides Licensed Data on an “as is” and “where available” basis and makes no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for the Licensee’s purpose or intent to provide updates, fixes, maintenance or support, (ii) the Licenser and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights or those arising by law or by usage of trade or course of dealing, and (iii) all risk as to the results and performance of the Licensed Data is assumed by the Licensee.
- 6.5.2.** Where the Licensed Data is supplied by the Licenser through a website, the Licensee recognizes that the operation of the Licenser’s website may not be uninterrupted or secure. Without limiting the foregoing disclaimer, the Licenser makes no representation, warranty or condition that (i) its website is compatible with the Licensee’s equipment and/or software, (ii) its website will be continuously available or will function without interruption, (iii) its website will be error free or that errors will be corrected, (iv) use of its website will be free of viruses or other destructive or disruptive components, or (v) use of its website will not infringe the rights (including intellectual property rights) of any person.
- 6.5.3.** The Licensee will not be obligated to defend any third party intellectual property claims made against the Licenser.

6.6. Indemnity and Limitation of Liability

- 6.6.1.** The Licensee agrees that (i) the Licenser and its Suppliers will not be liable to the Licensee or any other person for any late delivery of Licensed Data, loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if the Licenser or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party, (ii) such limitation of liability will apply whether or not liability results from a fundamental term or condition or a fundamental breach of these Terms and Conditions, arising from use of Licensed Data or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions, (iii) the Licensee agrees to indemnify and hold harmless the Licenser and its Suppliers and their respective officers, directors, employees and representatives from and against all claims, actions, damages or losses in respect of any breach of these Terms and Conditions by the Licensee, its Consultants or any third party that accesses the Licenser Data; and (iv) in respect of the indemnity provided in this section, the Licensee will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Subject to the above limitations, the Licenser’s maximum aggregate liability for this Section 6 hereunder for the Licensed Data is limited to \$5,000.

6.7. No Unauthorized Disclosure of Licensed Data

- 6.7.1.** Unless otherwise authorized by these Terms and Conditions, the Licensee will hold all Licensed Data in confidence, and will not reproduce or otherwise disclose any

Licensed Data except to the Licensee's employees and Consultants to the extent such parties need to know such information to fulfil or perform their obligations under these Terms and Conditions, are informed of the confidential nature of Licensed Data, are directed to hold Licensed Data in the strictest confidence, and agree to act in accordance with these Terms and Conditions.

- 6.7.2.** The Licensee will make all reasonable efforts to ensure that Licensed Data is stored on its system or otherwise handled such that Licensed Data is secure from unauthorized access.
- 6.7.3.** The Licensee will promptly notify the Licensors of any misuse, misappropriation or unauthorized disclosure of such Licensed Data which has come to the Licensee's attention and promptly take all reasonably necessary corrective actions to investigate, contain and remediate the incident.
- 6.7.4.** The Licensee acknowledges that: (i) unauthorized disclosure of Licensed Data could reasonably be expected to significantly prejudice the competitive position of the Licensors and its Suppliers and, absent any final decision or order of any competent court or tribunal, will not disclose Licensed Data to any other person without the written consent of the Licensors; and (ii) the Licensee will give, where reasonably practical and legally permissible, at least three business days notice to the Licensors of the possibility of any such decision, order or decision and will co-operate with the Licensors and its Suppliers in respect thereto.

6.8. Compliance with Applicable Laws Including Freedom of Information Requests and/or Disclosure to External Parties

- 6.8.1.** The Licensee agrees to comply with all Applicable Laws including the Licensee's obligations under MFIPPA.
- 6.8.2.** For greater certainty, when considering the statutory disclosure of any Licensed Data, in respect to a Freedom of Information request or otherwise, the Licensee acknowledges that it may be required to provide notice of Third Party Information to the Licensors under Section 21 of MFIPPA before any release decision is made. The Licensee may also transfer the relevant parts of an FOI request to the Licensors using the greater interest provisions of Section 18 of MFIPPA.

6.9. Records and Audit

- 6.9.1.** The Licensee agrees to maintain adequate records during the Term and for at least two years after termination of the Agreement to substantiate compliance. For greater certainty, such records may include user requests, access and storage logs, security policies, documented controls and contracts with third parties accessing Licensed Data.
- 6.9.2.** Upon at least ten days' written notice by MPAC, the Municipality will permit the MPAC or its representatives to access its premises, equipment and software during business hours to allow electronic or manual audits to be conducted solely for compliance with the Permitted Uses of MPAC Data Products, provided that MPAC and its representatives take all reasonable steps to minimize interference with the Municipality's operations.

6.10. Term and Termination

- 6.10.1.** The Term of this Agreement shall be four years from the Effective Date.
- 6.10.2.** Upon the conclusion of the Term, the Agreement shall automatically renew for an additional year unless the Municipality provides written notice to MPAC of its intent to

not renew the Agreement, in which event the Agreement shall terminate at the conclusion of the current Contract Year.

- 6.10.3. The Parties may mutually agree in writing to terminate this Agreement.
- 6.10.4. The Licensor may provide written notice to the Licensee where (i) the Licensee is in breach of any Terms and Conditions; or (ii) if these Terms and Conditions conflict with any Applicable Laws or legal instrument arising thereunder.
- 6.10.5. The Parties will meet within ten days of such notice and make all reasonable efforts to develop and agree to a remedial course of action.
- 6.10.6. Should the Parties be unable to agree to a remedial course of action, the Licensor may terminate the Licensee's licence and right to use the Licensor Data.
- 6.10.7. In addition to or in lieu of termination rights, the Licensee agrees that the Licensor is entitled to injunctive relief to restrain any continuation of a breach of these Terms and Conditions after receipt of written notice to the Licensee to cease activities causing the breach.
- 6.10.8. For greater clarity, any termination under these Terms and Conditions does not impact either Party's obligations to provide legislated products to the other Party, including MPAC's obligations to provide statutory products to the Municipality under the *Assessment Act* or other applicable legislation.

6.11. Destruction and Post Termination Obligations

- 6.11.1. When Licensed Data is no longer required for the purposes set out in these Terms and Conditions or upon termination of the Agreement, upon request of the Licensor, the Licensee agrees to destroy Licensed Data and provide written confirmation of same.
- 6.11.2. Notwithstanding the foregoing, if applicable, the Parties may retain one copy of applicable Licensed Data to permit the Parties to satisfy their respective regulatory record retention obligations, where such copy of Licensed Data will not be accessible by the Licensee or its officers, directors, employees, representatives or agents in the ordinary course.

7. General

- 7.1.1. This Agreement will not be assignable, either in whole or in part, by either Party without the prior written consent of the other Party.
- 7.1.2. This Agreement replaces and supersedes any earlier agreements, undertakings, arrangements or otherwise, verbal or in writing, between the Parties with respect to the subject matter covered, including the Service Level Agreement, the Municipal Licence Agreement and Product Use Sheets, the Municipal Connect Licence and the OPMA GMLA.
- 7.1.3. Sections 6.3 (Restrictions), 6.4 (Ownership of Licensed Data), 6.5 (Disclaimers), 6.6 (Indemnity and Limitation of Liability), 6.7 (No Unauthorized Disclosure of Licensed Data), 6.9 (Records and Audit) and 6.11 (Destruction and Post Termination Obligations) will survive the termination of this Agreement.
- 7.1.4. This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario and the Parties agree to attorn to the exclusive jurisdiction of the courts of Ontario for resolution of any dispute hereunder.
- 7.1.5. Unless otherwise advised in writing, any notice to be delivered hereunder will, in the case of the Municipality, be to its Clerk at City Hall or Administrative Centre and, in the case of MPAC, will be to its President and Chief Administrative Officer.
- 7.1.6. No waivers or amendments will be effective unless expressly written and signed by both Parties.

- 7.1.7. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with Applicable Laws.

By signing below, each Party acknowledges that it has read and understood the terms of this Agreement, and for good and valuable consideration, agrees to be bound by these terms:

“MUNICIPALITY”

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Signed: _____

Signed: Carmelo Lipsi

Name: _____

Name: Carmelo Lipsi

Title: _____

Title: Vice-President and COO

Date: _____

Date: April 24, 2023.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Sharing and Services Agreement Appendix 1 – Definitions

<u>Term</u>	<u>Definition</u>
Acknowledgment	The successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.
Affiliates	An affiliate as defined in the <i>Business Corporations Act, R.S.O. 1990, c. B.16</i> .
Agreement	The Data Sharing and Services Agreement.
API	Application Programming Interface
Applicable Laws	Applicable statutes, bylaws, regulations, orders, ordinances or judgments, in each case of any Governmental or Regulatory Authority.
Apportionment	An apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
ARB	Assessment Review Board.
Assessment Act	<i>Assessment Act, R.S.O. 1990, c. A.31</i> .
Assessment-Sale Price Ratio or ASR	Assessment-Sale Price Ratio has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
Building Plan	Documents outlining the details of construction projects submitted to the Municipality.
Building Permit	A new official permit, or any updates or revisions to an existing official permit, issued by the Municipality, that evidences the granting by the Municipality of its formal permission for the commencement of construction, demolition, addition or renovation to a property.
Business Day	Monday to Friday, excluding Federal and Provincial statutory holidays observed by MPAC at its offices in Pickering, Ontario.
Condominium Plan	A new registered condominium plan.
Condominium Plan Information Form or CPIF	Condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
Coefficient of Dispersion or COD	Coefficient of Dispersion has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
Complete Building Permit	A Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).

<u>Term</u>	<u>Definition</u>
Completed MPAC Response Form	An MPAC Response Form completed by MPAC and delivered to the Municipality.
Completed Tax Application	A Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.
Completed Vacant Unit Rebate Application	A Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.
Consolidation	The amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.
Consultant	A consultant, contractor, agent or supplier retained by the Licensee who uses Licensed Data solely for the Licensee's use of Licensed Data in accordance with this Agreement, provided that prior to delivery of Licensed Data to Consultant, the Licensee has an executed contract with Consultant wherein Consultant agrees to adhere to Section 6 (Data Terms and Conditions of Use).
Contract Year	Initially, the period commencing on the Effective Date and ending 12 months following the Effective Date, and thereafter, each successive twelve-month period during the Term, provided that the final Contract Year will end on the last day of the Term.
Custom Products	Custom products created and licensed by MPAC to the Municipality subject to additional licensing terms and conditions. Custom Products may also be created and licensed by MPAC to third parties.
Data Terms and Conditions of Use	The terms and conditions for use by the Municipality, MPAC and Consultants of Licensed Data.
Dependencies	The activities which the Municipality must complete in a timely manner in order for MPAC to be able to perform the Services in a manner that meets the Service Levels.
DSSA	The Data Sharing and Services Agreement.
Effective Date	The date upon which the Agreement shall be effective.
Enquiry	An Urgent Enquiry and a Non-Urgent Enquiry.
External Distribution Purpose	The distribution of MPAC Data Products to any third party other than to a Consultant.
Governmental or Regulatory Authority	Any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, board or tribunal or other law or regulation making entity having jurisdiction over MPAC or the Municipality.
IAAO	International Association of Assessing Officers.

<u>Term</u>	<u>Definition</u>
IAAO Standards	The technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Internal Planning Purposes	A municipal planning or assessment base management activity pursuant to Section 53 of the <i>Assessment Act</i> where MPAC Data Products are kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.
Internal Operational Purposes	The delivery of operations, programs, services or information by the Municipality where MPAC Data Products are kept internal to the Municipality and only used for such operational purposes by the Municipality.
Land Registry Office	Offices of the government of Ontario in which title or ownership in real property is registered.
Land Registry System	System through which land registration documents are submitted to and recorded by the Land Registry Office.
Licensed Data	MPAC Data Products for the Municipality; Municipality Documents for MPAC.
Licensee	The Municipality for MPAC Data Products; MPAC for Municipality Documents.
Licensor	MPAC for MPAC Data Products; the Municipality for Municipality Documents.
MFIPPA	<i>Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.</i>
Monthly PRAN Report	The report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC's issuance of such PRANs.
MPAC	Municipal Property Assessment Corporation.
MPAC Data Products	Licensed MPAC data products made available by MPAC in accordance with the Agreement.
MPAC Regional Manager	MPAC's Regional Manager of Municipal and Stakeholder Relations for the Municipality.
MPAC Account Manager	MPAC's Account Manager of Municipal and Stakeholder Relations for the Municipality.
MPAC's Response Form	MPAC's form used for recording Tax Application information.
Measurement Period	The period of time used to measure MPAC's performance of a Service against the related Service Level.
MPlan	A new registered plan of subdivision.
Municipal Connect	MPAC's website portal for distributing MPAC Data Products to the Municipality.

<u>Term</u>	<u>Definition</u>
Municipal Liaison Group (MLG)	An MPAC committee comprised of municipal and association representatives. Membership reflects a broad spectrum of Ontario municipal issues and interests.
Municipal Licence Agreement	The Property Assessment Information Licence – Municipalities effective January 1, 2007 previously executed by the Parties.
Municipality	The municipality which is a Party to the Agreement.
Municipal Connect Licence	The Municipal Connect Terms and Conditions Of Use which authorized municipal users agreed to when accessing MPAC data on Municipal Connect.
Municipality Documents	Source documents from the Municipality required to meet the Dependencies.
New Assessment Forecast	MPAC's forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either: (i) Building Permits issued in respect of such Property Categories during such calendar year; or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
New Assessment Report	A report that sets out: (i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
Non-Urgent Enquiry	Any Enquiry received by MPAC from the Municipality submitted to MPAC's WorkSight portal.
Omitted Assessment Change	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> .
OPMA Agreement	The General Municipal Licence Agreement – OPMA Assessment Mapping Data Products which licenses Ontario Parcel data to the Municipality.
Parties	MPAC and the Municipality and Party means either one of them, as applicable.

<u>Term</u>	<u>Definition</u>
Permit Tracking System	MPAC's central repository of Building Permits.
PRAN	The Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i> , as amended from time to time.
Preliminary New Assessment Forecast	MPAC's forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.
Product Use Sheets	Amendments to the Municipal Licence Agreement for MPAC data to fulfill the Municipality's custom MPAC data requests previously executed by the Parties.
Property Category	All properties located in the Province of Ontario that MPAC classifies as: (i) residential; (ii) residential condominium; (iii) commercial and industrial; or (iv) new registered plans of subdivision; or (v) properties owned by the Province of Ontario or the Government of Canada.
Property Class	The property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i> , and the property subclasses provided in the regulations made thereunder, all as amended from time to time.
Response	The provision of a sufficient answer to the Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.
RPlan	A reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act, RSO 1990 Ch.P. 13</i> , following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.
Severance / Consolidation Information Form or SCIF	The form which sets out information related to an Apportionment, and is used by the Municipality to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322(1) of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
Service Levels	The criteria set out in the SLA that MPAC commits to achieving when providing the Services.
Services	The services that MPAC provides to the Municipality as provided in the SLA.

<u>Term</u>	<u>Definition</u>
Service Level Agreement (SLA)	A set of Service Levels developed by MPAC and municipalities that establishes meaningful performance standards for assessment services.
Severance	The separation, authorized by the Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.
Supplementary Assessment Change	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> , effective on the date on which the property commences to be used for any purpose.
Suppliers	For MPAC Data Products, MPAC and MPAC data licensors which may include Teranet Inc. and its affiliates and the Province of Ontario. For Municipality Documents, the Municipality and the Municipality's data suppliers.
Tax Application	An application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended from time to time; (ii) in the case of a municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.
Term	The duration of the Agreement as specified in Section 6.10.
Terms and Conditions	The Data Terms and Conditions of Use.
Third Party Information	Trade secrets or scientific, technical, commercial, financial or labour relations information that is supplied by the Licensor to the Licensee in confidence, either implicitly or explicitly, pursuant to MFIPPA.
Timely Building Permit	A Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.
Timely Completed Tax Application	A Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.
Timely Completed Vacant Unit Rebate Application	Collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.
Urgent Enquiry	An Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.

<u>Term</u>	<u>Definition</u>
Vacant Unit Rebate Application	An application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006</i> , S.O. 2006, c. 11, Sched. A, as amended from time to time; or (ii) in the case of a municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011</i> , S.O. 2001, c. 25, as amended from time to time.
Year End Tax File	The electronic data file that MPAC delivers to the Municipality each calendar year for municipal planning and tax purposes.
Year End Tax File Error	A problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.

Appendix 2 - Service Level Agreement Exhibits

Pursuant to Section 3.2 of the Agreement, the following exhibits collectively provide the Service Levels to the Service Level Agreement.

PART 1 SERVICE LEVELS APPLICABLE TO THE ASSESSMENT ROLL

Service Level Name:	Accuracy of Assessment of Residential Properties
Service Level Objective:	To measure the accuracy and/or uniformity of reassessment values, for residential properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (" ASR ") as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (" COD ") standards as set forth in the IAAO Standards.
Definitions:	" IAAO Standards " means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Farm Properties
Service Level Objective:	To measure the accuracy and/or uniformity of reassessment values, for farm properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio ("ASR") as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion ("COD") standards as set forth in the IAAO Standards.
Definitions:	"IAAO Standards" means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Multi-Residential Properties
Service Level Objective:	To measure the accuracy and/or uniformity, for multi-residential properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	<p>Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio ("ASR") as set forth in the IAAO Standards.</p> <p>Uniformity will meet the Coefficient of Dispersion ("COD") standards as set forth in the IAAO Standards.</p>
Definitions:	"IAAO Standards" means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	<p>This Service Level will be measured in accordance with the IAAO Standards.</p> <p>Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.</p>
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Commercial and Industrial Properties
Service Level Objective:	To measure the accuracy and/or uniformity, for commercial and industrial properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	<p>Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio ("ASR") as set forth in the IAAO Standards.</p> <p>Uniformity will meet the Coefficient of Dispersion ("COD") standards as set forth in the IAAO Standards.</p>
Definitions:	"IAAO Standards" means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	<p>This Service Level will be measured in accordance with the IAAO Standards.</p> <p>Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.</p>
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy and Timeliness of Delivery of the Year-End Tax File
Service Level Objective:	To provide the Year-End Tax File annually no later than December 8th, in the agreed upon format, that can be successfully loaded into a Municipality's system.
Service Level Requirements:	<p>MPAC will deliver the Year-End Tax File to Municipalities no later than December 8th of each calendar year. If a Year-End Tax File Error is discovered that prevents the Year-End Tax File from being loaded, MPAC will provide a Year-End Tax File Error free replacement Year-End Tax File within seven Business Days of a Municipality notifying MPAC of the Year-End Tax File Error.</p> <p>MPAC will provide a minimum of six months' notice of any changes to the format of the Year-End Tax File.</p>
Definitions:	<p>"Year-End Tax File Error" means a problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.</p> <p>"Year-End Tax File" means the electronic data file that MPAC delivers to each Municipality each calendar year for municipal planning and tax purposes.</p>
Measurement Process:	MPAC will monitor the number of timely Year-End Tax Files delivered by December 8th each calendar year to Municipalities in the agreed upon format, and will identify the number of Year-End Tax Files that cannot be loaded.
Measurement Period:	Calendar year.
Formula:	N/A.
Dependencies:	<p>Each Municipality must be capable of accepting the Year-End Tax File in the applicable format.</p> <p>Data provided in the Year-End Tax File may be used only in accordance with Section 53(3) of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31.</p>
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annually, and the report will include a list, provided by MPAC, of the quality control process checks performed by MPAC on the Year-End Tax File.

Part 2
SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE

Service Level Name:	Timeliness of Processing Building Permit Notifications
Service Level Objective:	To ensure all Building Permit notifications are loaded to MPAC's Permit Tracking System database within a specified time.
Service Level Requirements :	<p><u>Paper Building Permits.</u> At least 90% of the total number of Building Permits that MPAC receives in paper format from a Municipality in a calendar month will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Not Received in the Predefined Format.</u> At least 90% of the total number of Building Permits that MPAC receives electronically from a Municipality in a calendar month that have not been completed in the predefined format as published by MPAC will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Received in the Predefined Format.</u> All Building Permits that MPAC receives electronically from a Municipality in a calendar month completed in the predefined format as published by MPAC, will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p>
Definitions:	<p>"Complete Building Permit" means a Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).</p> <p>"Permit Tracking System" means MPAC's central repository of Building Permits.</p> <p>"Timely Permit" means a Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.</p>

Measurement Process:	<p>MPAC will track each Building Permit that it receives in paper format from the moment it arrives in MPAC's central processing facility. Each paper-format Building Permit that MPAC receives at its Central Processing Facility will be stamped with the date and time of such receipt.</p> <p>MPAC will track each Building Permit that it receives electronically from the moment it is received in the designated mailbox or through the MPAC-designated web service.</p>
Measurement Period:	Calendar month.
Formula:	Total number of Timely Permits in a calendar month ÷ Total number of Building Permits loaded into MPAC's Permit Tracking System for the Municipality in the same calendar month, expressed as a percentage.
Dependencies:	All Building Permits delivered by Municipalities to MPAC, whether electronically or in paper format, must be Complete Building Permits.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Monthly.

Service Level Name:	Timeliness of Delivery of the Quarterly and Preliminary New Assessment Forecasts
Service Level Objective:	To deliver preliminary and quarterly forecasting reports to Municipalities predicting new assessment growth.
Service Level Requirements:	<p>MPAC will deliver a New Assessment Forecast to Municipalities within 30 days following the end of each of the first three quarters in a calendar year. For clarity, MPAC will deliver a total of three New Assessment Forecasts to Municipalities during a calendar year.</p> <p>MPAC will deliver a Preliminary New Assessment Forecast to Municipalities within 30 days following the commencement of the fourth quarter of each calendar year.</p>
Definitions:	<p>“New Assessment Forecast” means MPAC’s forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either (i) Building Permits issued in respect of such Property Categories during such calendar year or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p> <p>“Preliminary New Assessment Forecast” means MPAC’s forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipalities in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.</p>
Measurement Process:	<p>MPAC will track the period of time from the end of the calendar quarter until MPAC delivers the New Assessment Forecast.</p> <p>MPAC will track the period of time beginning at the commencement of the fourth calendar quarter until MPAC delivers the Preliminary New Assessment Forecast.</p>
Measurement Period:	Calendar quarter.
Formula:	N/A.

<p>Dependencies:</p>	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must contain sufficient information to enable MPAC to predict accurate new assessment growth.</p>
<p>Additional Exceptions:</p>	<p>N/A.</p>
<p>Delivery of Service Level Report by MPAC:</p>	<p>Quarterly for the New Assessment Forecasts (except for the fourth calendar quarter of a calendar year).</p> <p>Annually for the Preliminary New Assessment Forecast.</p>

Service Level Name:	Timeliness of MPAC's delivery of the New Assessment Report to Municipalities.
Service Level Objective:	To provide a report to Municipalities that compares actual versus forecasted new assessment growth.
Service Level Requirement:	MPAC will deliver the New Assessment Report to Municipalities within 30 days following the end of each calendar year.
Definitions:	<p>"New Assessment Report" means a report that sets out:</p> <p>(i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p>
Measurement Process:	MPAC will track the period of time from the end of the calendar year until MPAC delivers the New Assessment Report.
Measurement Period:	Calendar year.
Formula:	N/A.
Dependencies:	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must</p>

	contain sufficient information to enable MPAC to predict accurate new assessment growth.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annual.

Service Level Name:	Processing of Supplementary and Omitted Assessments
Service Level Objective:	Process Supplementary Assessment Change and Omitted Assessment Change in a timely manner.
Service Level Requirement:	Process at least 85% of the total value of Supplementary Assessment Change and related Omitted Assessment Change within one year of such Supplementary Assessment Change or Omitted Assessment Change, and the balance of the total value of Supplementary Assessment Change and related Omitted Assessment Change in accordance with the requirements of Sections 33 and 34 of the <i>Assessment Act</i> .
Definitions:	<p>"Supplementary Assessment Change" means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act</i>, <i>R.S.O. 1990, c. A.31</i>, effective on the date on which the property commences to be used for any purpose.</p> <p>"Omitted Assessment Change" means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act</i>, <i>R.S.O. 1990, c. A.31</i>.</p>
Measurement Process:	<p>For each Property Category, MPAC will track the period of time it takes from when the property commences to be used until the Supplementary Assessment Change and the related Omitted Assessment Change is entered into and approved in MPAC's systems.</p> <p>For each Property Category, MPAC will measure the Supplementary Assessment Change and the related Omitted Assessment Change attributable to properties that commence to be used that are entered and approved in MPAC's systems.</p>
Measurement Period:	Calendar year.
Formula:	$\frac{\text{Total value of Supplementary Assessment Change and Omitted Assessment Change for each Property Category within the calendar year approved in MPAC's systems}}{\text{Total value of Supplementary Assessment Change and the Omitted Assessment Change for that same Property Category within the calendar year, expressed as a percentage.}}$

Dependencies:	All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by
	<p>MPAC within 30 days following their issuance by the Municipality.</p> <p>The Municipality must provide non-residential building plans to MPAC within 10 days of request by MPAC.</p> <p>The Municipality must notify MPAC that applicable properties have become occupied and/or provide MPAC with timely updates on the progress of construction, alterations or additions.</p>
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annually.

Service Level Name:	Timeliness of Delivery of Monthly PRAN Reports
Service Level Objective:	To deliver Monthly PRAN Reports to Municipalities by specified dates.
Service Level Requirements:	MPAC will deliver the Monthly PRAN Report to Municipalities within 30 days following the end of each calendar month.
Definitions:	<p>"Monthly PRAN Report" means the report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC's issuance of such PRANs.</p> <p>"MPlan" means a new registered plan of subdivision.</p> <p>"PRAN" means the Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, as amended from time to time.</p> <p>"Property Class" means the property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, and the property subclasses provided in the regulations made thereunder, all as amended from time to time.</p>
Measurement Process:	N/A.
Measurement Period:	Calendar month.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Monthly

Service Level Name:	Timeliness of Delivery of the Severance/Consolidation Information Form ("SCIF")
Service Level Objective:	To deliver to Municipalities at least 90% of the total number of SCIFs within 150 days of plan registration
Service Level Requirement:	<p>At least 90% of the total number of SCIFs in respect of MPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following such registration.</p> <p>100% of the total number of SCIFs in respect of MPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration.</p> <p>At least 90% of the total number of SCIFs in respect of RPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following the registration of the first sale on such RPlan.</p> <p>100% of the total number of SCIFs in respect of RPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration of the first sale on such RPlan.</p>
Definitions:	<p>"Apportionment" means an apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i>, as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended.</p> <p>"Consolidation" means the amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.</p> <p>"MPlan" means a new registered plan of subdivision.</p> <p>"RPlan" means a reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act, RSO 1990 Ch.P.13</i>, following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.</p> <p>"SCIF" means the Severance/Consolidation Information Form, which sets out information related to an Apportionment, and is used by Municipalities to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act</i>,</p>

	<p>2001, S.O. 2001, c. 25, as amended, or Section 322(1) of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended.</p> <p>“Severance” means the separation, authorized by a Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.</p>
Measurement Process:	For each property, MPAC will track the period of time commencing when the applicable MPlan or RPlan and sale is registered in the Land Registry System until the SCIF in respect of such MPlan or RPlan is entered into MPAC’s systems and thereby delivered to the Municipality.
Measurement Period:	Semi-annually.
Formula:	<p>Total number of SCIFs in respect of MPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of MPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p> <p>Total number of SCIFs in respect of RPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of RPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p>
Dependencies:	Delivery by the Municipality to MPAC (or MPAC’s agent) of required information in order for MPAC to be able to process SCIFs including, without limitation, information on lot zoning, lot addresses, and lot servicing.
Additional Exceptions:	Any delay in MPAC’s receipt of the information from the Land Registry System and/or any other third party required in order to complete the SCIF.
Delivery of Service Level Report by MPAC:	Semi-annually.

Service Level Name:	Timeliness of Delivery of the Condominium Plan Information Form (“CPIF”)
Service Level Objective:	To deliver to Municipalities at least 90% of the total number of CPIFs within 150 days following registration.
Service Level Requirement:	<p>At least 90% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System during a calendar year will be delivered by MPAC to Municipalities within 150 days following such registration.</p> <p>100% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System will be delivered by MPAC to Municipalities within one year following such registration.</p>
Definitions:	<p>“Condominium Plan” means a new registered condominium plan.</p> <p>“CPIF” means condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001</i>, S.O. 2001, c. 25, as amended, or Section 322 of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended.</p>
Measurement Process:	For each property, MPAC will track the period of time from when the Condominium Plan in respect of such property is registered in the Land Registry System until the CPIF in respect of such Condominium Plan is entered into MPAC’s systems and thereby delivered to the Municipality.
Measurement Period:	Semi-annually.
Formula:	Total number of CPIFs delivered to the Municipality within 150 days in a given reporting period ÷ total number of CPIFs delivered to the Municipality in the same reporting period, expressed as a percentage.
Dependencies:	N/A.
Additional Exceptions:	Any delay in MPAC’s receipt of information from the Land Registry System and/or any other third party required in order to complete the CPIF.
Delivery of Service Level Report by MPAC:	Semi-annually.

Service Level Name:	Timeliness of delivery of completed Tax Applications
Service Level Objective:	To complete and return to Municipalities at least 90% of Tax Applications within 90 days of receipt.
Service Level Requirements :	<p>At least 90% of the total number of Tax Applications received by MPAC during a calendar year will be reviewed, responded to and such response delivered through MPAC's Response Form to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p> <p>All Tax Applications received by MPAC on or before May 15th of a calendar year will be reviewed, responded to and such responses delivered by MPAC to the Municipality on or before August 15th of that same calendar year.</p>
Definitions:	<p>"Completed Tax Application" means a Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.</p> <p>"MPAC's Response Form" means MPAC's form used for recording Tax Application information.</p> <p>"Completed MPAC Response Form" means an MPAC Response Form completed by MPAC and delivered to the Municipality.</p> <p>"Tax Application" means an application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended from time to time; (ii) in the case of a Municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001</i>, S.O. 2001, c. 25, as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.</p> <p>"Timely Completed Tax Application" means a Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p>
Measurement Process:	MPAC will track the period of time commencing when MPAC receives a Tax Application from the Municipality until MPAC

	delivers a Completed Tax Application to such Municipality. MPAC will track the accuracy of Completed Tax Applications.
Measurement Period:	Calendar quarter.
Formula:	Total number of Timely Completed Tax Applications in a calendar quarter for the Municipality ÷ Total number of Tax Applications received by MPAC in that same calendar quarter for the Municipality, expressed as a percentage.
Dependencies:	<p>MPAC must receive all required supporting documentation to the Tax Application in order to process a Completed MPAC Response Form, including, without limitation, all documentation required from the taxpayer.</p> <p>In order for MPAC to deliver a response in respect of a Tax Application to a Municipality prior to August 15th, MPAC must receive all required supporting documentation to such Tax Application, including, without limitation, all documentation required from the taxpayer, by May 15th (or the next Business Day) of that same calendar year.</p>
Additional Exceptions:	The failure of any third party to provide any information required to accurately provide a Completed Tax Application or MPAC's Response Form.
Delivery of Service Level Report by MPAC:	Quarterly.

Service Level Name:	Timeliness of Delivery of Completed Vacant Unit Rebate Applications
Service Level Objective:	To complete and return 100% of the original and interim Vacant Unit Rebate Applications within 60 days.
Service Level Requirement:	100% of the total number of Vacant Unit Rebate Applications received by MPAC during the calendar quarter will be reviewed, responded to and such response delivered by MPAC to the Municipality within 60 days following MPAC's receipt of such Vacant Unit Rebate Application.
Definitions:	<p>"Completed Vacant Unit Rebate Application" means a Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.</p> <p>"Timely Completed Vacant Unit Rebate Application" means collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.</p> <p>"Vacant Unit Rebate Application" means an application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended from time to time; or (ii) in the case of a Municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011, S.O. 2001, c. 25</i>, as amended from time to time.</p>
Measurement Process:	MPAC will track the period of time commencing when MPAC receives a Vacant Unit Rebate Application from the Municipality until MPAC delivers a Completed Vacant Unit Rebate Application and related factual information in respect of such Vacant Unit Rebate Application to such Municipality.
Measurement Period:	Calendar quarter.
Formula:	Total number of Timely Completed Vacant Unit Rebate Applications for a Municipality in a calendar quarter ÷ Total number of Vacant Unit Rebate Applications received by MPAC for such Municipality in that same calendar quarter, expressed as a percentage.

Dependencies:	MPAC must be in receipt of all necessary information from the Municipality in order to process a Vacant Unit Rebate Application.
Additional Exceptions:	This Service Level does not apply to Vacant Unit Rebate Applications that are resubmitted pursuant to section 41(1) of O. Reg. 121/07 made under the <i>City of Toronto Act</i> , as amended from time to time, in the case of the City of Toronto, or in the case of all Municipalities except for the City of Toronto, section 4(1) of O. Reg. 325/01 made under the <i>Municipal Act</i> , as amended from time to time.
Delivery of Service Level Report by MPAC:	Quarterly.

Part 3
SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES

Service Level Name:	Response to and Resolution of Municipal Enquiries
Service Level Objective:	To acknowledge and resolve Enquiries from Municipalities within specified time periods
Service Level Requirement:	<p>Urgent Enquiries: Response to Municipality of Urgent Enquiries received by the MPAC Regional Manager or the MPAC Account Manager (as applicable) within two Business Days of MPAC's receipt of such Enquiry.</p> <p>Non-Urgent Enquiries: Acknowledgment to Municipality of Non-Urgent Enquiries submitted to MPAC's WorkSight portal within one Business Day of MPAC's receipt of such enquiry.</p> <p>Response to Municipality of Non-Urgent Enquiries submitted to MPAC's WorkSight portal within 30 days of MPAC's receipt of such email.</p>
Definitions:	<p>"Acknowledgment" means the successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.</p> <p>"Enquiry" means an Urgent Enquiry and a Non-Urgent Enquiry.</p> <p>"Non-Urgent Enquiry" means any Enquiry received by MPAC from a Municipality submitted to MPAC's WorkSight portal.</p> <p>"Response" means the provision of a sufficient answer to a Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.</p> <p>"Urgent Enquiry" means an Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.</p>
Measurement Process:	MPAC will track all Urgent Enquiries and Non-Urgent Enquiries and will track all Acknowledgment and Response times.

Measurement Period:	Calendar quarter
Formula:	For a given Municipality, the total number of Enquiries addressed within 30 days of receipt in a given reporting period ÷ the total number of Enquiries addressed in the same reporting period, expressed as a percentage.
Dependencies:	<p>Municipalities must clearly articulate each question and provide to MPAC all required supporting information.</p> <p>Municipalities must properly identify and justify that an Enquiry is an Urgent Enquiry.</p>
Additional Exceptions:	<p>Any Urgent Enquiries or Non-Urgent Enquires that are part of a Request for Reconsideration or any appeal proceeding will not be counted for the purposes of this Service Level.</p> <p>Any Urgent Enquiries or Non-Urgent Enquires that must be reviewed by MPAC's Legislation and Policy Support Services Department will not be counted for the purposes of this Service Level.</p> <p>In order for this Service Level to apply, Urgent Enquiries or Non-Urgent Enquiries must be MPAC's sole responsibility. If MPAC requires any information, data, or advice from any third party, this Service Level will not apply.</p>
Delivery of Service Level Report by MPAC:	Quarterly.

Subject: Digital Marketing Services for
NOMS at PDAC & CIM 2024

Report No.: CS-048-2023

Agenda Date: December 5, 2023

Attachments

Appendix 01: Opening Results – CS-RFP-003-2023 “NOMS Digital Media”
Appendix 01: Draft By-law - Detail Media Digital Media Strategy Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-048-2023; and
2. That Council directs staff to prepare the necessary By-law to enter into an agreement with Detail Media & Communications (2013) Ltd. for digital marketing services to promote the Northern Ontario Mining Showcase at the 2024 PDAC and CIM Conventions, in the amount of \$29,900 plus applicable taxes, for consideration at the December 19, 2023 Regular Council meeting.

Background

The City has led the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) conference and trade show for the past nine (9) years. The Showcase has grown over the years from 55 exhibitors in 2014, to 112 exhibitors in 2023. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry.

Analysis

The City put out CS-RFP-003-2023 NOMS Digital Media to access digital marketing services to promote the Northern Ontario Mining Showcase and it's participating companies for the 2024 PDAC and the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) events.

The RFP was shared on the City's website. One service proposal was received from Detail Media & Communications (Appendix 01), who has worked on the project in the past. The digital marketing program for the 2023 events cost \$79,000, as we provided onsite video production and distribution for the participating vendors. For this year, FedNor requested that the budget be reduced, so the onsite portion of the proposal were removed from the RFP.

It is recommended that Council directs staff to prepare the necessary By-law to enter into an agreement with the Detail Media & Communications for digital marketing services to promote the Northern Ontario Mining Showcase at the 2024 PDAC and CIM Conventions, in the amount of \$29,900 plus applicable taxes, for consideration at the December 19, 2023 Regular Council meeting (Appendix 02).

Relevant Policy / Legislation / City By-Law

- 2023 Corporate Services Budget

Consultation / Communication

Financial / Staffing Implications

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

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

The digital media marketing services offered in the Detail Media & Communications proposal are \$29,900. This amount is within the current budgeted amount for this project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

"Original signed by"

James Franks
 Economic Development
 Officer

Reviewed by:

"Original signed by"

Shelly Zubych
 Director of Corporate
 Services

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

Amy Vickery
 City Manager

Document Title: **CS-RFP-003-2023 "NOMS Digital Media"**



Closing Date: **Tuesday, November 28, 2023**

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

Department: **Corporate Services**

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

Attendees via teleconference: **Microsoft Teams**
City of Temiskaming Shores:

Kelly Conlin Deputy Clerk 	Logan Belanger Municipal Clerk 	Marla Tremblay Markey Consulting
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Others (teleconference):

Submission Pricing

Bidder: *Detail Media 3 Communications (2013) Ltd.*

Description	Amount (not to include HST)
Hourly Rate	\$ <i>100.⁰⁰</i>
Daily Rate	\$ <i>700.⁰⁰</i>

Bidder:

Description	Amount (not to include HST)
Hourly Rate	\$
Daily Rate	\$

Bidder:

Description	Amount (not to include HST)
Hourly Rate	\$
Daily Rate	\$

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.

Document Title: **CS-RFP-003-2023 "NOMS Digital Media"**



Closing Date: **Tuesday, November 28, 2023**

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

Department: **Corporate Services**

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

Attendees via teleconference: **Microsoft Teams**
City of Temiskaming Shores:

Kelly Conlin Deputy Clerk	Logan Belanger Municipal Clerk	Marla Tremblay Markey Consulting
		

Others (teleconference):

Submission Pricing

Bidder: *Detail Media 3 Communications (2013) Ltd.*

Description	Amount (not to include HST)
Hourly Rate	\$ <i>100.⁰⁰</i>
Daily Rate	\$ <i>700.⁰⁰</i>

Bidder:

Description	Amount (not to include HST)
Hourly Rate	\$
Daily Rate	\$

Bidder:

Description	Amount (not to include HST)
Hourly Rate	\$
Daily Rate	\$

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.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to enter into an agreement with Digital Media & Communications (2013) Ltd. for digital marketing services to promote the Northern Ontario Mining Showcase at the 2024 PDAC and CIM Conventions

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

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

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

Whereas Council considered Administrative Report No. CS-048-2023 at the December 5, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary By-law to enter into an agreement with Digital Media & Communications (2013) Ltd. for digital marketing services, to promote the Northern Ontario Mining Showcase at the 2024 PDAC and CIM Conventions, in the amount of \$29,900 plus applicable taxes, for consideration at the December 19, 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 Digital Media & Communications (2013) Ltd. for digital marketing services to promote the Northern Ontario Mining Showcase at the 2024 PDAC and CIM Conventions, in the amount of \$29,900 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 19th day of December, 2023.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law 2023-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Detail Media & Communications (2013) Ltd.

For digital marketing services to promote the Northern Ontario Mining Showcase
at the 2024 PDAC and CIM Conventions

This agreement made this 19th day of December 2023.

Between:

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

and

Detail Media & Communications (2013) Ltd.
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

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

**The Corporation of the City of Temiskaming Shores
NOMS Digital Media
Request for Proposal No. CS-RFP-003-2023**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01; and
- c) Complete, as certified by the Economic Development Officer, all the work by **May 31, 2024.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Twenty-Nine Thousand, Nine-Hundred Dollars and Zero Cents (\$29,900.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the 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 Consultant:

Detail Media & Communications

82 Argento Boulevard
Timmins ON
P4P 0A1

The Owner:

City of Temiskaming Shores

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

The Economic Development Officer:

Economic Development Officer

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

Detail Media & Communications

Jamie Dallaire, Project Manager

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk - Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2023-000

Form of Agreement

**City of Temiskaming Shores
CS-RFP-003-2023 NOMS Digital Media**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

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

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

Phone Number: Email:

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

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

Hourly rate (+HST) \$ 100 / hr

Daily rate (+HST) \$ 700 / hr

Bidder's Authorized Official: Jamie Dallaire

Title: Owner / Project Manager

Signature: 

Date: November 27, 2023

Form 1 to be submitted.

City of Temiskaming Shores
CS-RFP-003-2023
NOMS Digital Media

Non-Collusion Affidavit

I/ We Detail Media & Communications (2013) Ltd. 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: 10:29 PM this 27 day of November, 2023.

Signed:



Title:

Owner / Project Manager

Company Name:

Detail Media & Communications (2013) Ltd.

Form 2 to be submitted.

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

Dated at: 10:35 PM this 27 day of November, 2023.

Signature: 
Bidder's Authorized Official: Jamie Dallaire
Title: Owner / Project Manager
Company Name: Detail Media & Communications (2013) Ltd.

Form 3 to be submitted.

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name: Jamie Dallaire Company Name: Detail Media & Communications (2013) Ltd.

Phone Number: Email:

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

Form 4 to be submitted.

**City of Temiskaming Shores
CS-RFP-003-2023 NOMS Digital Media**

List of Proposed Sub-Contractors

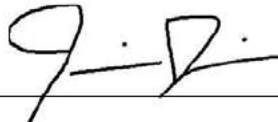
A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal must be included in the Proposal documents submitted.

Name	Address	Component

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

Dated at: 10:40 PM this 27 day of November, 2023.

Signature:



Bidder's Authorized Official:

Jamie Dallaire

Title:

Owner / Project Manager

Company Name:

Detail Media & Communications (2013) Ltd.

Form 5 to be submitted.
