



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 16, 2024 – Immediately Following the
Committee of the Whole Meeting
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 Agenda**
5. **Approval of 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

None

8. Review and Adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Council Meeting – December 19, 2023.

9. Presentations / Delegations

None

10. Correspondence/ Communications

- a) North Wood Homes

Re: Application to Purchase Municipal Land, 2023-12-19

Reference: Referred to the Clerk to process in accordance with By-law No. 2015-160, Policy for the Disposal of Real Property

- b) Temiskaming District Violence Against Women Coordinating Committee

Re: Request for Declaration of an epidemic in intimate partner violence and gender-based violence, 2023-12-21

Reference: Received for Information

- c) Timiskaming Health Unit

Re: Report to the Board of Health, Q3 Report – January to September 2023

Reference: Received for Information

d) Timiskaming Health Unit

Re: Board of Health Briefing Report - Public Health Strengthening and Chronic Disease Prevention

Reference: Received for Information

e) Association of Municipalities of Ontario (AMO)

Re: Resolution of Support - Social and Economic Prosperity Review

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) though e) in accordance with agenda references.

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Active Travel Committee meeting held on October 30, 2023;
- b) Minutes of the Age Friendly Community Committee meeting held on June 13, 2023;
- c) Minutes from the District of Timiskaming Social Services Administration Board meeting held on November 15, 2023; and
- d) Minutes from the Police Services Board meeting held on November 1, 2023;
- e) Minutes from the Timiskaming Health Unit Board of Health meeting held on November 1, 2023; and
- f) Minutes from the Temiskaming Shores Accessibility Advisory Committee meeting held on November 14, 2023.

12. Reports by Members of Council

13. Notice of Motions

14. New Business

a) **Council Attendance at Various Conferences**

Association of Municipalities of Ontario

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor Wilson** at the annual Association of Municipalities of Ontario (AMO) Conference scheduled for August 18-21, 2024 in the City of Ottawa; and

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

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

PDAC Conference

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Mayor Laferriere** to the Prospectors and Developers Association of Canada (PDAC) Convention scheduled for March 3-6, 2024 in Toronto; and

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

Ontario Good Roads Association Conference (OGRA)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor** _____ and **Councillor** _____ to the Ontario Good Roads Association (OGRA) Conference scheduled for April 21-24, 2024 in Toronto;

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

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

Federation of Northern Ontario Municipalities (FONOM) Conference

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor** _____ and **Mayor Laferriere** to the Federation of Northern Ontario Municipalities (FONOM) Conference scheduled for May 6-8, 2024 in Greater Sudbury;

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

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

15. **By-Laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2024-001 | Being a by-law to enter into a Municipality Lighting Materials Services Agreement with Product Care Association Canada for lighting material collected as part of the annual Household Hazardous Waste Collection Event |
| By-law No. 2024-002 | Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges |
| By-law No. 2024-003 | Being a by-law to amend By-law No. 2005-122, as amended, to establish a Service Delivery Program under the Line Fences Act to Appoint a Fence Viewer for the City of Temiskaming Shores – Kelly Conlin |
| By-law No. 2024-004 | Being a by-law to enter into a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for the 2023 Feast on the Farm Event |
| By-law No. 2024-005 | Being a By-Law to Adopt an RZone Policy for the City of Temiskaming Shores |

be hereby introduced and given first, second and third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

16. **Schedule of Council Meetings**

- a) Committee of the Whole – February 6, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – February 20, 2024 starting at 6:00 p.m.

17. **Question and Answer Period**

18. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the December 19, 2023 Closed Session Minutes; and
- b) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Collective Agreement Negotiations.

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2024-006** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on January 16, 2024, and at its Committee of the Whole Meeting held on January 16, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

20. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 19, 2023 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

Councillor Wilson recognized Diane Johnston with Temiskaming Printing, on her Silver Quill Award from the Ontario Community Newspaper Association. Council extended their congratulations to Diane.

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

3. Roll Call

| | |
|----------|--|
| Council: | Mayor Jeff Laferriere; Councillors Melanie Ducharme, Jesse Foley, Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson |
| Present: | Amy Vickery, City Manager Logan Belanger, Municipal Clerk Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation James Franks, Economic Development Officer Brad Hearn, Information Systems & Technology Jennifer Pye, Planner Steve Burnett, Manager of Environmental Services Steve Langford, Fire Chief Stephanie Leveille, Treasurer |

Regrets: N/A
Media: 2
Delegates: N/A
Members of the Public: 3 in-person
1 virtual (Candice Micucci, JK Development GP2 Limited)

4. Review of Revisions or Deletions to Agenda

None

5. Approval of Agenda

Resolution No. 2023-429

Moved by: Councillor Wilson
Seconded by: Councillor Graydon

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

None

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

a) Potential Disposition of Land

Applicant: Matthew Krul and Nerissa Doy

Property: Portion of Nineth Street, and a portion of two laneways (unopened road allowances)

Purpose: The applicant owns the land adjacent to Nineth Street, and a portion of two laneways (unopened road allowances), and is seeking to acquire the subject properties to have contiguous property ownership to construct a residential dwelling

Mayor Laferriere outlined that the purpose of this public meeting is to present to Council and the public details related to proposed disposition of land.

The meeting also allows the public to provide comments on the proposed disposition prior to Council making a decision.

Mayor Laferriere declared that this to be an open public meeting and requested the Planner, Jennifer Pye to outline the details of the proposed disposition.

The Planner, utilizing PowerPoint, outlined the background related to the proposed disposition, provided an aerial photograph of the subject property/ immediate area, and provided recommendations for the land disposition in accordance with the applicable by-law. The Planner noted that the property is zoned Rural Hold 3 (RU(H3)), to recognize properties that are in proximity to sewage treatment and waste management sites, and to ensure that the required compatibility considerations are addressed prior to the development of a sensitive use. The Planner consulted with the Ministry of Environment, Conservation and Parks, and recommended separation distances from the North Cobalt Lagoons; as such provided the home is located outside of the separation distances from the lagoons, the planner had no concerns.

No comments or objections were received prior to the public meeting on the proposed sale.

Notice of the public meeting was provided in accordance with the City's disposition of land By-law No. 2015-160, through posting on the City's website, in the City Bulletin, and emailed to utility companies.

Municipal staff comments were reviewed related to the Zoning and Official Plan designations, and that a deeming by-law would be required to merge the properties on title.

Next steps would include a survey to legally describe the lands for transfer, followed by an administrative report to Council recommending the adoption of a stop up and closure by-law for the various road allowances, a purchase and sale agreement and the adoption of a deeming by-law.

Mayor Laferriere stated that if there are any members of the public wanting to speak to this issue, and no comments were received.

Mayor Laferriere inquired if there were any comments from members of Council, and no comments were received.

Mayor Laferriere declared that this public meeting is closed, and Council will give due consideration to the application.

8. Review and adoption of Council Minutes

Resolution No. 2023-430

Moved by: Councillor Foley

Seconded by: Councillor Wilson

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

- a) Regular Council Meeting – November 21, 2023;
- b) Special Committee of the Whole Meeting (budget) – November 28, 2023; and
- c) Committee of the Whole Meeting - December 5, 2023.

Carried

9. Presentations / Delegations

a) Presentation – 2024 Municipal Operating and Capital Budget

Following the budget presentation at the Committee of the Whole meeting on December 5, 2023, staff incorporated the direction provided by Council, being:

- 1. Reduce or eliminate new debt for capital projects;
- 2. Present tax impact scenarios and frequency distribution on the average property based on an increase to the tax levy between 2.5% to 3.5%; and
- 3. Include proposed staffing changes to the operating budget.

Stephanie Leveille, Treasurer, presented the revised 2024 Capital and Operating Budgets.

Council was provided with information regarding the budget review process; the 2024 operating budget, with a 2023 operating statistic comparison; the 2024 capital budget, including a departmental summary and major project breakdown; and tax scenarios, including an impact analysis and frequency distribution.

At the conclusion of the presentation, the Treasurer recommended either a 2.5%, 3% or 3.5% increase to the municipal tax levy, and a 2% increase to the Water and Sewer rates for 2024. Council discussed, but ultimately favoured a 3% increase to the tax levy, and a 2% increase to the water and sewer rates.

Resolution No. 2023-431

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation of the 2024 Operating and Capital Budget.

Carried

Resolution No. 2023-432

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a three percent (3 %) increase to the tax levy within the 2024 budget.

Carried

Resolution No. 2023-433

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a two percent (2%) increase to both the water and sewer rates within the 2024 budget.

Carried

Resolution No. 2023-434

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a Full Time Water and Sewer Maintenance Person position and eliminate the Temporary Equipment Operator position, at an estimated annual cost of \$61,861, within the 2024 budget.

Carried

Resolution No. 2023-435

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a 10-month shadow for the Aquatic Youth Coordinator Position and the elimination of the Head Guard position, at an estimated cost of \$58,311 within the 2024 budget.

Carried

Resolution No. 2023-436

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a 6-month shadow for the Superintendent of Transportation Services Position, at an estimated cost of \$45,655 within the 2024 budget.

Carried

Resolution No. 2023-437

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a Summer Student Wage Rate Grid, with a \$0.25 increase per hour for each year of returning service, within the 2024 budget.

Carried

Resolution No. 2023-438

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores agrees to proceed with an agreement with One Ligh Diversity Centre at an annual cost of \$30,000, within the 2024 budget.

Carried

Resolution No. 2023-439

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate an increase of \$2.00 to the Solid Waste Diversion Fee within the 2024 budget.

Carried

Resolution No. 2023-440

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that the Council of the City of Temiskaming Shores directs staff to finalize 2024 operating and capital budget, for adoption in principle at the December 19th, 2024 Regular Council meeting.

Carried

10. Correspondence/ Communications

- a) Federation of Northern Ontario Municipalities

Re: Letter regarding Ontario ECHO Skin and Wound Care, 2023-11-13

Reference: Received for Information

- b) Prince Edward County

Re: Resolution regarding proposal to expand the use of the permit-by-rule to waste management systems, storm water management systems and certain water taking activities, 2023-11-17

Reference: Received for Information

- c) Town of Orangeville

Re: Resolution regarding Ontario Works Financial Assistance Rates, 2023-11-20

Reference: Received for Information

- d) Municipality of South Bruce

Re: Resolution regarding Ontario Association of Sewage Industry Services (OASIS), 2023-09-25

Reference: Received for Information

- e) Township of Coleman

Re: Resolution regarding Conservation Officer Reclassification, 2023-11-20

Reference: Received for Information

- f) Northern Policy Institute

Re: Closing the Gap: How 2+1 Roads Can Save Time, Lives and Taxpayer Dollars, 2023-11-27

Reference: Received for Information

- g) Town of Plympton-Wyoming

Re: Resolution regarding support to revoke Strong Mayor Power and Increase in the Leave to Construct Threshold, 2023-12-01

Reference: Received for Information

- h) Federation of Northern Ontario Municipalities

Re: Letter regarding the Recognition and Thanks to Chief Daniel Foy and Chief Scott Tod for their commitment to Bail Reform and the impacts of Property Damage in Northern Communities, 2023-12-02

Reference: Received for Information

- i) Ministry of Children, Community and Social Services

Re: Ontario News Release regarding Investing in Programs to Prevent and Address Gender-based Violence, 2023-12-06

Reference: Received for Information

j) Cindy Dube, Director, Zack's Crib

Re: Letter regarding Zack's Crib Soft Opening, 2023-12-04

Reference: Received for Information

k) Clearview Township

Re: Resolution regarding Cemetery Transfer/Abandonment Administration & Management, 2023-12-12

Reference: Received for Information

l) Yvon Champoux, Building Contractor

Re: Application to Purchase Municipal Land, 2023-12-06

Reference: Referred to the Clerk to process in accordance with By-law No. 2015-160, Policy for the Disposal of Real Property

m) Rivard Bros., Building Contractor

Re: Application to Purchase Municipal Land, 2023-12-07

Reference: Referred to the Clerk to process in accordance with By-law No. 2015-160, Policy for the Disposal of Real Property

Resolution No. 2023-441

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through m) in accordance with agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2023-442

Moved by: Councillor Wilson

Seconded by: Councillor Foley

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

- a) Minutes of the New Liskeard Business Improvement Area Board of Management meeting held on November 15, 2023;
- b) Minutes of the Committee of Adjustment meeting held on September 27, 2023;
- c) Minutes from the Temiskaming Shores Public Library Board meeting held on October 25, 2023; and
- d) Minutes from the Community Safety Well-Being (CSWB) Housing Workgroup held on November 29, 2023.

Carried

12. Reports by Members of Council

None

13. Notice of Motions

None

14. New Business

- a) **Administrative Report No. CS-050-2023 – ZBA-2023-03: JK Development GP2 Limited on behalf of Abdul Khaliq and 2844371 Ontario Inc; 121 Davidson Street and adjacent land to the southeast**

Resolution No. 2023-443

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-050-2023;

That Council agrees with the recommendation of the applicant's Planner to amend the provisions of the City of Temiskaming Shores Zoning By-law No. 2017-154, to permit the zone change from Community Facilities (CF) to High Density Residential Exception 20 (R4-20); and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154, for consideration at the December 19, 2023 Regular Council meeting.

Carried

b) Proclamation - National Alzheimer Awareness Month – January 2024

Resolution No. 2023-444

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Whereas Alzheimer Awareness Month is recognized during the month of January 2024 to raise awareness about Alzheimer's disease and other forms of dementia; and

Whereas Alzheimer's disease is a degenerative brain disorder that most often occurs in people over the age of 65, but can occur in adults in their 30's, 40's and 50's; and

Whereas there are over 630,000 Canadians living with Alzheimer's disease with a projected almost 1 million Canadians living with dementia by 2031; and

Whereas the Alzheimer Society Cochrane-Temiskaming provides programs and services to all citizens of Cochrane-Temiskaming district; and

Whereas the Alzheimer Society Cochrane-Temiskaming encourages Council, residents, business and services in the City of Temiskaming Shores to break the stigma and fear of exclusion attached to Alzheimer and dementia, and build their community into a Dementia Friendly Community that supports those living with dementia to maintain an active role in our community, to take part in new things and to continue activities they enjoy with confidence.

Be it resolved that Council for the City of Temiskaming Shores hereby declares the Month of January 2024 as Alzheimer Awareness month in the City of Temiskaming Shores.

Carried

c) **Resolution of Support – Water Treatment Training (Correspondence from the November 21, 2023 Regular Council Meeting)**

Resolution No. 2023-445

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Whereas Council for the Town of Rainy River adopted a resolution regarding Water Treatment Training, at their regular meeting on October 10, 2023; and

Whereas the Province of Ontario has implemented stringent review of water treatment plants to ensure compliance; and

Whereas the Province of Ontario is promoting and providing an increased number of training opportunities for a variety of trades.

Be it resolved that the Council for the City of Temiskaming Shores supports the Town of Rainy River's petition to the Province of Ontario to expand water treatment training opportunities for communities within Ontario; and

That the training be delivered in a method that is flexible and affordable, and utilizing existing networks, such as Contact North, for on-line exam preparation and exam supervision; and

Further that a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Andrea Khanjin, Minister of Environment, Conservation and Parks; the Walkerton Clean Water Centre; and the Town of Rainy River.

Carried

d) **Resolution of Support – Amendment to the Legislation Act, 2006 to include digital publications (Correspondence from the November 21, 2023 Regular Council Meeting)**

Resolution No. 2023-446

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Whereas Council for the Municipality of Wawa adopted a resolution regarding an amendment to the Legislation Act, 2006 to include digital publications, at their regular meeting on November 7, 2023; and

Whereas the Legislation Act, 2006 provides a definition of "newspaper" which applies to every Ontario Act Regulation, as in a provision requiring publication, means a document that, (a) is printed in sheet form, published at regular

intervals of a week or less and circulated to the public, and (b) consists primarily of news of current events of general interest; ("journal"); and

Whereas Ontario Municipalities are required to follow publication and notice requirements for Provincial Acts and Regulations; and

Whereas some small rural Ontario Municipalities may not have the means to bring an application to the Court to ask for directions and approval of an alternate manner of providing notice.

Be it resolved that Council of the City of Temiskaming Shores supports the Municipality of Wawa's request to make an amendment to the Legislation Act, 2006, to include digital publications as an acceptable means of publication and notice requirements for Provincial Acts and Regulations; and

Further that a copy of this resolution be forwarded to the Honourable Paul Calandra, Minister of Municipal Affairs and Housing; the Association of Ontario Municipalities (AMO); and the Municipality of Wawa.

Carried

e) **Resolution of Support – Firefighters Tax Credit (Correspondence from the November 21, 2023 Regular Council Meeting)**

Resolution No. 2023-447

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Whereas Council for the Municipality of Wawa adopted a resolution regarding Firefighters Tax Credit, at their regular meeting on November 7, 2023; and

Whereas Canada has 90,000 volunteer firefighters who provide fire and all hazard emergency services to their communities; in addition, approximately 8,000 essential search and rescue volunteers respond to thousands of incidents every year; and

Whereas many of these individuals receive some form of pay on call, an honorarium, or are given some funding to cover expenses, but they do not draw a living wage from firefighting; and

Whereas without volunteer firefighters and search and rescue volunteers, thousands of communities in Canada would have no fire and emergency response coverage; and

Whereas in 2013, the federal government initiated a tax credit recognizing these individuals, and calling on the federal government to increase this tax credit from \$3,000 to \$10,000; and

Whereas volunteer firefighters account for 71 percent of Canada's total firefighting essential first responders;

- The tax code of Canada currently allows volunteer firefighters and search and rescue volunteers to claim a \$3,000 tax credit if 200 hours of volunteer services were completed in a calendar year;

Be it resolved that Council of City of Temiskaming Shores supports the Municipality of Wawa's call upon the Government of Canada to support Bill C-310, and enact amendments to subsections 118.06 (2) and 118.07 (2) of the Income Tax Act to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000; and

Further that a copy of the resolution be shared with the Association of Fire Chiefs of Ontario, Association of Municipalities of Ontario, and the Municipality of Wawa.

Carried

f) **Resolution of Support – Preparation of Bill regarding passing on double/two solid yellow lines (Correspondence from the November 21, 2023 Regular Council Meeting)**

Resolution No. 2023-448

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

Whereas Council for the Township of Ewanturel adopted a resolution regarding the preparation of a bill for making it illegal to pass on double/two solid yellow lines, at their regular meeting on November 9, 2023; and

Whereas police services in Ontario do not currently have the legal tools to penalize the dangerous maneuver of vehicles passing vehicular traffic on the left on two solid yellow lines; and

Whereas this dangerous maneuver has had devastating effects on the residents of Northern Ontario Municipalities which centre around Highways 11 and 17, and who must use these highways as main thoroughfares; and

Whereas Guy Bourguoin, MPP Mushkegowuk-James Bay, is preparing a Bill to make it completely illegal for a vehicle to pass on the left side of a lane when it is marked with two solid yellow lines.

Be it resolved that Council for the City of Temiskaming Shores supports the Township of Ewanturel's endorsement of the preparation of this very important bill; and

That a copy of this resolution be forwarded to Guy Bourgouin, MPP for Mushkegowuk-James Bay.

Carried

g) 2024 Municipal Operating Budget

Resolution No. 2023-449

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

Whereas staff presented the 2024 Municipal Operating Budget to Council at a Special Committee of the Whole meeting on November 28, 2023.

Be it resolved that Council for the City of Temiskaming Shores hereby adopts in principle its 2024 Municipal Operating Budget utilizing a 3% percent increase to the Municipal Tax Levy for operations and an 2% increase to the Water/Wastewater Rates utilizing an increase; and

Further that Council hereby adopts, in principle, the 2024 General Operating Budget estimates as follows:

| Department | Net Budget Estimates |
|---|-----------------------------|
| General Government | \$2,708,977 |
| Policing | 2,175,242 |
| Health & Social Services | 3,051,548 |
| Fire & Emergency Management | 538,168 |
| Economic Development | 335,331 |
| Recreation | 1,710,034 |
| Property Maintenance | 599,554 |
| Public Works and Solid Waste Management | 4,624,331 |
| Transit | 397,988 |
| Libraries | 426,104 |
| Capital Financing | 950,537 |
| OMPF | <u>(3,391,600)</u> |
| Net Municipal Operations | \$14,126,214 |

And further that Council adopts, in principle, the 2024 Environmental Operating Budget estimates as follows:

| Department | Net Budget Estimates |
|--------------------------------|-----------------------------|
| Administration | \$1,094,128 |
| Sewage Treatment & Collection | 1,066,934 |
| Water Treatment & Distribution | 2,007,543 |
| Capital Financing | <u>684,204</u> |
| Net Environmental Operations | \$4,852,809 |

Carried

h) **2024 Municipal Capital Budget**

Resolution No. 2023-450

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Whereas staff presented the 2024 Municipal Capital Budget to Council at a Special Committee of the Whole meeting on November 28, 2023; and

Be it resolved that Council hereby adopts, in principle, the 2024 General Capital Budget estimates as follows:

| Department | Budget Estimates |
|-------------------------------|-------------------------|
| Corporate Services | \$277,480 |
| Fire & Emergency Management | 65,000 |
| Public Works and Solid Waste | 2,886,194 |
| Recreation Services | 1,141,038 |
| Property Maintenance | 385,500 |
| Fleet | 338,580 |
| Transit | <u>573,000</u> |
| General Capital Project Total | \$5,666,792 |

And further that Council hereby adopts, in principle, the 2024 Environmental Capital Budget estimates as follows:

| Department | Budget Estimates |
|------------------------|-------------------------|
| Environmental Projects | \$906,520 |

Carried

i) **Memo No. 031-2023-CS – Amendment to Fees By-law No. 2012-039 – Schedule “B” Cemetery Fees**

Resolution No. 2023-451

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 031-2023-CS; and

Council directs staff prepare the necessary By-law amend Schedule “B” Cemetery Fees to By-law No. 2012-039 (Departmental User Fees) as amended, to update the License fee (i.e. Bereavement Authority of Ontario Consumer Protection Fee), for consideration at the December 19, 2023 Regular Council meeting.

Carried

j) **Administrative Report No. CS-051-2023 – eScribe Meeting Software**

Resolution No. 2023-452

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-051-2023; and

That Council directs staff to prepare the necessary by-law to enter into a 3-year agreement with eScribe Software Ltd. for meeting management software, within the Canoe Procurement Group, via SHI at a total cost of \$33,643 plus applicable taxes, for consideration at the December 19, 2023 Regular Council meeting.

Carried

k) **Administrative Report No. CS-052-2023 – Animal Care and Control Fees**

Resolution No. 2023-453

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-052-2023; and

That Council directs staff to prepare the necessary by-law to amend Schedule “A” Administration – Corporate Services fees to By-law No. 2012-039 (Departmental User Fees) as amended, to replace the Registration of Dogs and

Cats fee table with a revised Animal Care and Control fee table, for consideration at the December 19, 2023 Regular Council meeting.

Carried

l) Memo No. 034-2023-PW – Ministry of Transportation Permission to Construct (Uno Park Road)

Resolution No. 2023-454

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 034-2023-PW; and

That Council delegate the authority to the Mayor and Clerk to sign the Permission to Construct Agreement with His Majesty the King in Right of Ontario, as represented by the Minister of Transportation, for the purpose of facilitating access for the replacement or rehabilitation to centreline culverts, various culvert extensions and culvert replacements, the improvements at Uno Park Road intersection, ditch locations and utility relocations.

Carried

m) Memo No. 035-2023-PW – Spatial GIS and Mapping Data Sharing – Change in Dedicated Locator Service Provider

Resolution No. 2023-455

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

s

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 035-2023-PW; and

That Council directs staff to prepare the necessary by-law to enter into a data sharing agreement with G-Tel Engineering for use of 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, for consideration at the December 19, 2023 Regular meeting.

Carried

n) **Administrative Report No. RS-029-2023 – Bucke Park RFP Award**

Resolution No. 2023-456

Moved by: Councillor Foley

Seconded by: Councillor Wilson

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Sylvain G. Gelineau for the lease of Bucke Park from January 1, 2024, to December 31, 2028 for the operation of a campground for consideration at the December 19, 2023, Regular Council meeting.

Carried

o) **Administrative Report No. RS-030-2023 – Memorial Bench and Tree Policy Revision**

Resolution No. 2023-457

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-030-2023; and

That Council directs staff to repeal By-law 2020-114 and to prepare the necessary by-law to adopt a revised Memorial Bench and Tree Program Policy for consideration at the December 19, 2023, Regular Council Meeting.

Carried

p) **Administrative Report No. RS-031-2023 – Shaver Park Donation**

Resolution No. 2023-458

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-031-2023; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with the AC15 Hockey Tournament for a donation towards the refurbishment of the Shaver Park outdoor rink in the amount of \$50,000, for consideration at the December 19, 2023, Regular Council meeting.

Carried

q) **Administrative Report No. RS-032-2023 – Animal Pound Request for Quotation (RFQ) Award**

Resolution No. 2023-459

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-032-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with 2782917 Ontario Inc. o/a Tem-Pro Construction for the renovation of the Haileybury Service Marina to an Animal Pound, with an upset limit of \$74,000 plus applicable taxes, for consideration at the December 19, 2023, Regular Council meeting.

Carried

15. By-Laws

Resolution No. 2023-460

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2023-124 | Being a by-law to enter into a Data Sharing Agreement with G-Tel Engineering 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 |
| By-law No. 2023-125 | 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) |
| By-law No. 2023-126 | 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) |
| By-law No. 2023-127 | Being a by-law to repeal By-law No. 2017-103 to adopt a Terms of Reference for the Temiskaming Shores Splash Pad Committee |

| | |
|---------------------|--|
| By-law No. 2023-128 | Being a by-law to amend By-law No. 2012-039, as amended, to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Schedule “A” Administration – Corporate Services (Animal Care & Control Fees); Schedule “B” Cemetery Fees; and Schedule “D” Recreation Services Fees |
| By-law No. 2023-129 | Being a by-law to enter into an agreement with Nirbo Aquatic Inc. for the supply of splash pad equipment |
| By-law No. 2023-130 | Being a by-law to authorize borrowing from time to time to meet current expenditures during the Fiscal Year ending December 31, 2024 |
| By-law No. 2023-131 | 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 |
| By-law No. 2023-132 | Being 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 |
| By-law No. 2023-133 | Being a by-law to amend By-law No. 2017-015 as amended, to adopt a Procurement Policy for the City of Temiskaming Shores |
| By-law No. 2023-134 | Being a by-law to adopt a Multi-Year Accessibility Plan 2024-2028 |
| By-law No. 2023-135 | Being a 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 |
| By-law No. 2023-136 | Being a by-law to repeal By-law No. 2019-106, as amended, for the appointment of Municipal Law Enforcement Officers to enforce the City's Animal Control By-law and Noise By-law as it relates to Animal Control Services |
| By-law No. 2023-137 | Being a By-law to amend By-law No. 2017-154 to rezone property from the Community Facilities (CF) |

- Zone to the High Density Residential Exception 20 (R4-20) zone to allow for the development of multi-unit residential buildings on the property with a maximum of 59 units
- By-law No. 2023-138 Being a by-law to enter into a three (3) year agreement with eScribe Software Ltd. for meeting management software, within the Canoe Procurement Group, via SHI
- By-law No. 2023-139 Being a by-law to enter into an Agreement with Sylvian G. Gelineau for the Lease of Bucke Park from January 1, 2024, to December 31, 2028 for the operation of a campground
- By-law No. 2023-140 Being a By-Law to adopt a Memorial Bench and Tree Policy for the City of Temiskaming Shores (Repeals By-law No. 2020-114)
- By-law No. 2023-141 Being a by-law to enter into a funding agreement with the AC15 Hockey Tournament for a donation towards the refurbishment of the Shaver Park outdoor rink
- By-law No. 2023-142 Being a by-law to enter into an agreement with 2782917 Ontario Inc. o/a Tem-Pro Construction for the renovation of the Haileybury Service Marina to an Animal Pound

be hereby introduced and given first, second and third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2023-461

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

Be it resolved that:

- 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

be hereby given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Clerk Note: First and Second Reading was given at the November 21, 2023 Regular Council Meeting.

16. Schedule of Council Meetings

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

17. Question and Answer Period

None

18. Closed Session

Resolution No. 2023-462

Moved by: Councillor Wilson
Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:31 p.m. to discuss the following matters:

- a) Adoption of the September 19, 2023, October 3, 2023, November 7, 2023, November 13, 2023, November 21, 2023, and the December 5, 2023 Closed Session Minutes;
- b) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Collective Agreement Negotiations; and
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall).

Carried

Resolution No. 2023-463

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to rise with report from Closed Session at 8:16 p.m.

Carried

Matters from Closed Session

Adoption of the September 19, 2023, October 3, 2023, November 7, 2023, November 13, 2023, November 21, 2023, and the December 5, 2023 Closed Session Minutes

Resolution No. 2023-464

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the September 19, 2023 and November 21, 2023 Regular Council meetings;
- b) Closed Session Minutes from the October 3, 2023, November 7, 2023 and December 5, 2023 Committee of the Whole meetings; and
- c) Closed Session Minutes from the November 13, 2023 Special Council Meeting.

Carried

Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Collective Agreement Negotiations

Staff provided Council with an update, and Council provided staff with direction in Closed Session.

Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall)

Staff provided Council with an update, and Council provided staff with direction in Closed Session.

19. Confirming By-law

Resolution No. 2023-465

Moved by: Councillor Graydon

Seconded by: Councillor Foley

Be it resolved that By-law No. **2023-143** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meetings, Special meetings and Committee of the Whole Meetings, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

Carried

20. Adjournment

Resolution No. 2023-466

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 8:20 p.m.

Carried

Mayor

Clerk

Application to Purchase Municipal Land

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

Office Use Only

Application No.: _____ Date: _____
Roll No.: 54-18-_____-_____-_____
OP Designation: _____
Zoning: _____

1. Applicant Information

Name of Applicant: North Wood Homes

Mailing Address: [REDACTED]

Email Address: info@northwoodhomes.com

Phone: [REDACTED]

2. Land Information

☐ New Liskeard ☒ Haileybury ☐ Dymond

Municipal Address

32 & 35 Cobalt Ave

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

Plan M71NB (lot 32 & 35) as well as intervening lane

3. Proposed use of land:

Residential dwelling as well as area to upgrade services to adequate size to service lots 32,35 and 36.

36 Cobalt Ave is currently owned by North Wood Homes for future development.

Notes:

- Applications will be circulated to internal departments for comment followed by a memo/report to council to determine if Council would like to proceed with a potential land sale;
- If approval is received to proceed a **Non-Refundable Deposit** of \$600 is required (By-law No. 2023-025);
- Depending on the circumstances of the land sale additional deposits may be required throughout the process to cover other costs such (i.e. reference plans, advertising fees, appraisal, legal fees etc.);


Signature of Applicant

19/12/23
Date (dd/mm/yy)



December 21, 2023

Dear Mayor/Reeve and Council:

The Temiskaming District Violence Against Women Coordinating Committee (TDVAWCC) is comprised of a cross section of service providers throughout our District. Our membership list is attached. Our aim is to facilitate a coordinated system of local supports through enhanced collaboration at the community level that maximizes the capacity of service providers to respond to abused women's needs, improve access to an integrated service delivery system, and ultimately increase the safety and overall wellbeing for abused women and their children.

I am writing to you today with respect to the recent Culleton, Kuzyk & Warmerdam (CKW) Inquest. As you may know, this inquest was held in June 2022 in Pembroke, Ontario, to investigate the circumstances surrounding the deaths of Carol Culleton, Anastasia Kuzyk and Nathalie Warmerdam, all of whom were killed by the same perpetrator on September 22, 2015.

The inquest jury heard from many experts from across the province and beyond, as well as from witnesses who were involved in the events leading up to and on that day. It also heard from those working in the field of intimate partner violence (IPV) and from IPV survivors.

[The jury returned 86 powerful recommendations.](#)

We would like to invite you to join over 60 municipalities in declaring Intimate Partner Violence and, in so doing, urge the Government of Ontario to do the same. This would move Ontario in a very positive direction with respect to both responding to and eradicating IPV, including domestic homicide. Our communities would be safer and healthier, public money would be better spent, and women and children would be able to live lives free from the constant threat of violence and abuse.

We know you share our commitment to this vision for our province and our community and welcome an opportunity to further discuss implementation of the recommendations with you and your staff.

Sincerely,

Melanie R. Ducharme
Temiskaming District Violence Against Women Coordinating Committee Chair
Melanie.Ducharme@pavwc.com

**Temiskaming District Violence Against Women Coordinating Committee
(TDVAWCC), Membership list.**

1. Pavilion Women's Centre
2. District of Timiskaming Social Services Administration Board (DTSSAB)
3. Community Living Temiskaming South
4. OPP- New Liskeard and Kirkland Lake detachment
5. Victim Services of Temiskaming & District
6. Ministry of Children, Community and Social Services (MCCSSS)
7. Crown's Office
8. Haileybury Family Health Team
9. Mino M'shki-ki Indigenous Health Team
10. Temagami Health Team
11. Temiskaming Hospital
12. Timiskaming Health Unit
13. Canadian Mental Health Association
14. Keepers of the Circle
15. North Eastern Ontario Family and Children's Services
16. Early On Timiskaming Childcare
17. Northern College
18. Community Counselling Centre of Nipissing

Whereas the jury in the Renfrew County Inquest into the deaths of Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam issued 86 recommendations to prevent future deaths and delivered those recommendations to the Province of Ontario on Intimate Partner Violence;

and Whereas recommendation #1 of the inquest is that the Province of Ontario formally declare Intimate Partner Violence an epidemic;

and Whereas every 6 days in Canada a woman is killed by her intimate partner;

and Whereas this past year, in Ontario, 62 women were victims of femicide;

and Whereas Indigenous individuals as well as gender- and sexually-diverse individuals are particularly at risk to experience intimate partner violence in their lifetime;

and Whereas in 2022, in the District of Timiskaming, there were a total of 785 calls to the Ontario Provincial Police associated with intimate partner violence, with 27% resulting in criminal charges with the most common charge being assault.

and Whereas, according to Statistics Canada, 80% of intimate partner violence goes unreported;

and Whereas violence against women costs the national justice system, health care systems, social service agencies, and municipalities nearly \$10 billion dollars per year;

and Whereas over 60 municipalities and regions across Ontario have declared a gender-based violence and/or intimate partner violence epidemic;

and Whereas on August 20, 2023, Ontario Big City Mayors and Mayors and Regional Chairs of Ontario passed a motion declaring intimate partner violence and gender-based violence an epidemic;

and Whereas [INSERT MUNICIPALITY] recognizes that issues of gender-based violence and intimate partner violence are matters of local importance with far reaching implications on public health, EMS, and community services;

and Whereas [INSERT MUNICIPALITY] is another Northern community deeply impacted by Intimate Partner Violence.

Now Therefore Be It Resolved: That Council of the [INSERT MUNICIPALITY] declare an epidemic in intimate partner violence and gender-based violence in accordance with recommendation #1 of the Renfrew County Inquest;

1. That intimate partner violence be integrated into the District of Timiskaming's community safety and well-being plan in accordance with recommendation #10 of the Renfrew County Inquest;

2. That [INSERT NAME OF MAYOR] be requested to write a letter to The Honourable Doug Ford, Premier of Ontario requesting that the Province of Ontario re-consider their previous decision and declare intimate partner violence and gender-based violence as an epidemic and act on all of 86

recommendations from the Renfrew County Inquest by setting up a provincial implementation committee to oversee comprehensive consideration of all of the recommendations;

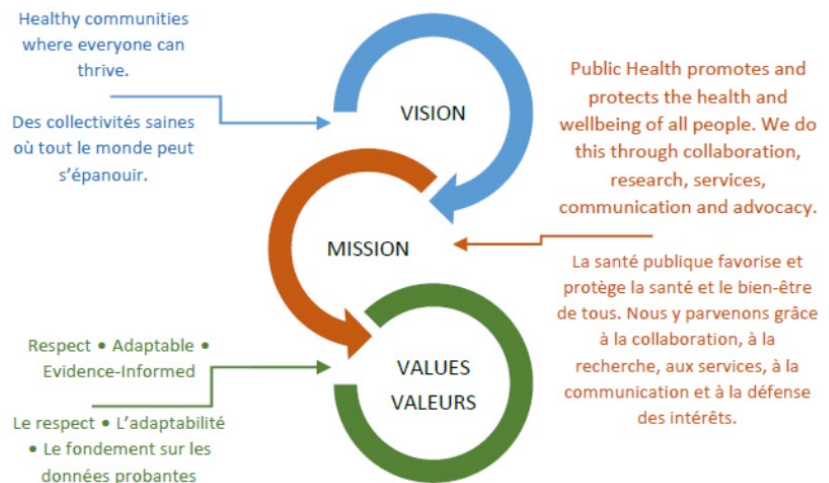
3. That a copy of this motion be sent to The Honourable Arif Virani, Minister of Justice; The Honourable Doug Ford, Premier of Ontario; The Honourable Charmaine A. Williams, Associate Minister of Women's Social and Economic Opportunity; Timmins James-Bay MP Charlie Angus; Nipissing-Timiskaming MP Anthony Rota; MPP John Vanthof; the Association of Municipalities of Ontario, the Rural Ontario Municipal Association; the Federation of Northern Ontario Municipalities, the Federation of Canadian Municipalities and the Police Services Board – Temiskaming Shores

Report to the Board of Health

Q3 Report – January to September 2023

Report Content

- [THU in Action: Our People - Our Stories](#)
- [HR Update](#)



Timiskaming Health Unit in Action

Our people – our stories.

Foundational Standards

Population Health Assessment and Surveillance

Population health assessment and surveillance is an essential public health function to support local public health practice to respond effectively to current and evolving issues and contribute to the health and well-being of our population. The list below highlights some of this work:

Work Completed:

- Supported pertussis outbreak with data analysis, case definitions, and data entry guidance.
- Professional development: Specialist Knowledge Translation Training.
- Supported RPPAs with data requests regarding program planning and other projects.
- Supported opioid surveillance dashboard, data tracking process, EWSS thresholds and opioid summary report.
- Estimates of immunization coverage in district schools completed.
- Re-vamped the THU COVID-19 webpage.

Variance:

- Much effort and attention were directed to unanticipated smoke and wildfire assessment and surveillance data.
- Sociodemographic report was not completed due to staff maternity leave and coverage.

Health Equity

The following section highlights local public health work in 2023 toward reducing health inequities that includes assessing and reporting on the local impact of health inequities and identifying local strategies, modifying and orienting public health interventions, and health equity analysis, policy development, and advancing healthy public policies.

Work Completed:

- Worked on reinstating the THU Health Equity Committee.
- Safe spaces strategy and community engagement strategy created.
- Living Wage communications strategy implemented.
- Presentation to THU teams on creating safe, inclusive spaces for the 2S-LGBTQ+ community.

Effective Public Health Practice

Effective public health practice requires THU staff to apply skills in evidence-informed decision-making, research, knowledge exchange, program planning and evaluation, and communication, with a continued focus on quality and transparency. The section below captures 2023 activity highlights for program planning, evaluation, and evidence-informed decision making as well as for knowledge exchange and continuous improvement.

Work Completed:

- In Q3 several program plans were updated to inform the 2024 budget process, including: Mental Health Promotion, Physical Activity, Food and Nutrition, UV exposure, School Health, Food Safety, Safe Water, IPAC, Rabies, Health Hazards, Healthy Environments, Oral Health and Vision, Sexual Health, Alcohol, and Cannabis, Tobacco and Vaping.
- Professional Practice Committee launched OceanMD, an extension of our OSCAR EMR. OceanMD enables THU to send emailed appointment reminders, secure eMessages, and to join the Ontario eReferral network.
- Launched pilot group of twelve staff taking OnCore training, a collaborative, peer-led public health foundations course.
- Finalized THU ethics policy and related supporting documents.
- THU manager Amanda Mongeon highlighted THU's work to mitigate equity-related impacts of the COVID-19 pandemic in a [poster](#) titled *Exploring Opportunities to Enhance Health in all Policies (HiAP) in Rural Communities in the Context of Disruption* at the Towards Sustainable Societies: Health in All Policies and Social Determinants of Health Seminar, held in Tampere, Finland, on September 5 and 6, 2023.

Variance:

- Updating planning tools delayed due to staff capacity and merger work.

Emergency Management

Effective emergency management ensures that boards of health are ready to cope with and recover from threats to public health or disruptions to public health programs and services.

Work Completed:

- Administered the After-Action Review of the COVID-19 pandemic and began analyzing the results.
- Supported the launch of PurpleAir monitors across the district, partnering with ECCC and municipalities.

Examples of Knowledge Products created with the Foundational Standards Team Q3:

| Team | Product name |
|-------|--|
| CD/IP | Completed and submitted City of Temiskaming Shores marina consultation briefing note |
| HGD | In-person Prenatal Classes Evaluation Report Breastfeeding Peer Support Group: Implementation Summary |

Chronic Disease Prevention and Well-Being

Active Living:**Work Completed:**

- Completed scan of pedestrian skills training programs.
- Supported delivery of Bus Buddies Events in Kirkland Lake, Temiskaming Shores.

Variance:

- Promotion of paint stencils to community and via schools delayed to spring 2024.

Healthy Eating:**Work Completed:**

- Contributed to Q3 Health for All Municipal newsletter.

Variance: Most variance here due to limited RD capacity (only 1/2 positions in place)

- Work to support Healthy Eating in Recreation Settings due to limited RD capacity.
- Monitoring and updating of Timiskaming Local Food Map on hold due to limited RD capacity.
- Social media (Timiskaming Talks Nutrition and youth instagram) on hold due to limited RD capacity.

Mental Health Promotion:**Work Completed:**

- Adverse Childhood Experiences overview provided to THU nurses at internal training event.

Variance:

- Trauma and violence informed care training for THU staff supporting harm reduction and sexual health programs delayed to Q4.
- Development of a primer to support implementation of mental health promoting language in all THU program areas not yet addressed due to other activities being given higher priority.
- Community asset mapping project delayed, now collaborating with Centre de sante du Temiskaming to complete in shareable format.
- Mental health literacy campaign (Caring Adults Matter) delayed to Q4.

Seniors Dental Care Program (OSDCP):

Work Completed:

- Between July and September 2023, the OSDCP had 29 new clients and 36 clients waiting for follow-up on the waitlist.
- We received \$54,000 from our application for one-time funding for the seniors' dental program. We received about half of the amount we applied for. The funds were to be used towards salaries. We were successful in hiring a temporary part-time dental hygienist and an internal dental assistant has been moved to a temporary dental hygienist position. These positions will be maintained until March 31, 2024. This extra support should see our waitlist and follow-up list decrease.

Variance:

- As we moved our dental assistant to a temporary dental hygienist position, we currently do not have any dental assistants. We continue to post for the dental assistant maternity leave position.

| OSDCP 2023 | 2022 Total | Q1 Total | Q2 Total | Q3 Total | Q4 Total | 2023 (Jan-Sep 2023) |
|--|------------|----------|----------|----------|----------|---------------------|
| Applied at THU | 232 | 77 | 52 | 82 | 0 | 216 |
| Applied Online | 19 | 11 | 0 | 6 | 0 | 17 |
| Unique Seniors Served at THU | 182 | 64 | 68 | 46 | 0 | 178 |
| Total OSDCP Preventive Appointments at THU | 197 | 74 | 68 | 50 | 0 | 192 |
| Unique Seniors Served by Providers | 554 | 158 | 183 | 189 | 0 | 535 |
| Total OSDCP Appointments by Providers | 686 | 238 | 38 | 237 | 0 | 678 |

Substance Use and Injury Prevention

Alcohol and Drug Use, Enhanced Harm Reduction Program and Ontario Naloxone Program:

Work Completed:

- Initiated Planet Youth Timiskaming, local district-wide implementation of Icelandic Prevention Model as part of Timiskaming Drug and Alcohol Strategy. Includes development of local Steering Committee.
- Completed inventory of local substance use prevention initiatives.
- Continued to implement Enhanced Harm Reduction Program.
- Launched Timiskaming's Overdose Early Warning Surveillance System including bad drug form (media release and earned media from French CBC, CTV, local radio and newspaper).
- Held second Knowledge Network meeting. Topic: AIDS Committee of North Bay and Area.
- Facilitated 2023 Overdose Awareness Day awareness campaign and attended local events in Temiskaming Shores, Englehart, Kirkland Lake.
- Grand Rounds presentation on Timiskaming Drug and Alcohol Strategy (TDAS).
- Ongoing coordination of Timiskaming Drug and Alcohol Strategy, co-chair of Steering Committee, chair of three pillar groups.

Needle Exchange and Harm Reduction Program

| Internal Program | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|
| <i>Client Services</i> | <i>2019</i> | <i>2020</i> | <i>2021</i> | <i>2022</i> | <i>2023</i> |
| <i>Total # Encounters NEP and Other HR Supplies</i> | 498 | 355 | 159 | 249 | 407 |
| <i>Total # of needles provided</i> | - | 24,380 | 31,638 | 37,260 | 25,037 |
| <i>Total # of bowl pipes provided</i> | - | 4,620 | 12,962 | 15,366 | 10,519 |
| <i>Total # of Naloxone kits provided</i> | - | 236 | 234 | 256 | 176 |
| <i>Total # of Naloxone refills provided</i> | -- | 43 | 45 | 39 | 23 |

Comprehensive Tobacco Control:

Work Completed:

- Provided cessation support (data temporarily unavailable).
- Promoted Smoke-free housing through local advertising.

Variance:

- Data temporarily unavailable.

| Tobacco Enforcement | | | | | | | |
|---------------------|------|------|------|------|------|------|------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Inspections | 355 | 336 | 357 | 220 | 163 | 267 | 268 |
| Charges | 6 | 9 | 7 | 1 | 8 | 5 | 4 |
| Warnings | 103 | 82 | 166 | 73 | 136 | 144 | 89 |

Work Completed:

- Our youth test shopping program was operating in full capacity again, which had been paused during the peak of the Covid-19 pandemic.

Variance:

- Test shopping inspections of new specialty vape stores in our district need to take place, as these businesses are newly opened. Plan to complete that work in Q4.

Injury Prevention, including On- and Off-Road Safety:

Work Completed:

- Facilitated launch of Timiskaming Community Safety and Wellbeing Plan.
- Campaign delivered re concussions including education and resources for health care providers, parents and students.

Healthy Aging:

Work Completed:

- Continuing to collaborate with four other Northeastern Ontario HUs in delivery of Stay on Your Feet (SOYF) initiative for older adult falls prevention, partially funded by Ontario Health Northeast.
- Distributed fall edition of Municipal Newsletter “Health for All”.

Variance:

- Engagement with City of Temiskaming Shores 8-80s Community Committee—committee has not met as expected.
- Delay in work to identify local businesses interested in moving forward with Age Friendly Business status as part of Provincial Age Friendly Business Working Group. Now planned for Temiskaming Shores in 2024.
- Work to collaborate with partners to advocate for affordable access to transportation for older adults delayed.
- Work with local seniors club to become members of Older Adult Centres’ Association of Ontario and join Links2Wellbeing and partner with primary care delayed (Encore Club, KL shifting focus to renovations, time did not permit collaborating with another local club this year).
- Exploring opportunities to host wellness clinics at seniors’ apartments adjusted: Community paramedicine is hosting these clinics but does not have space to include falls prevention resources at this time.

Violence:

Work Completed:

- Continue Membership on the Temiskaming District Violence Against Women Coordinating Committee.
- Joined as member of Timiskaming Elder Abuse Task Force.
- Initial violence screening question training session completed with Community Paramedicine who will pilot the project over the next few months.

Healthy Growth and Development

From July to September 2023, we have had 42 births within our district. Healthy Growth and Development initiatives continue to prioritize and promote preconception, pregnancy, newborn, child, youth, parental and family health.

Breastfeeding and Infant Feeding:

Work Completed:

- THU continues to support clients with the breast pump program. Between July and September, a total of four breast pump rentals were processed. We also continue to offer manual breast pumps to families as needed for a minimal fee.
- We continue to maintain and support the Timiskaming Breastfeeding Buddies Facebook group. We are currently in the process of evaluating the possibility of restarting the Breastfeeding Peer Support Program.
- Lactation consulting support continues throughout the district; 16 families received at least one consultation between July and September 2023.

Variance:

- The Breastfeeding Peer Program remains on pause since 2022. Work is underway to restart the program in January 2024.

Prenatal Education:**Work Completed:**

- We continue to offer the online bilingual courses for THU residents via Public Health Sudbury and Districts.
- THU continues to partner with Timiskaming Brighter Futures to offer virtual sessions. Between July and September 2023, a total of 19 mothers and four support persons have attended either the Brighter Futures classes or one-on-one prenatal/breastfeeding classes.

Well-baby Visits (WBV):

THU continues to offer WBV throughout the district. These visits reach children aged 0 to 6 years and offer services such as immunizations, weights, and developmental screening.

Work Completed:

- WBV remained busy in the New Liskeard office. Clinics continued to be offered weekly in the Kirkland Lake and Englehart office. Between July to September 2023, there were 93 WBV in the New Liskeard office, 67 in the Kirkland Lake office and 20 in the Englehart office.

Variance:

- We continue to see a decrease in WBV attendance in the north end of the district. A meeting is being planned between the Kirkland Lake District Family Health Team and THU to see how we can best support each other related to programs and services.

Mental Health:**Work Completed:**

- We continue to screen families using the Edinburgh Postnatal Depression Scale prenatally, 48 hours after hospital discharge, at 2-months, and at 6-months post-partum. From January to June 2023, six referrals for support services were made.

Parenting:**Work Completed:**

- THU continues to work on launching a Parenting in Timiskaming campaign. This campaign will include a website and social media that will support the following topics: breastfeeding, car seats, immunization, mental health, nutrition, physical activity, positive parenting, postnatal and newborn health, preparing for pregnancy, sexual health, sleep, smoking, starting solids, substance use and services at THU.

Road Safety and Car Seat Safety:**Work Completed:**

- From July to September 2023, THU completed five car seat inspections.
- The certified technicians at THU continue to see clients one-on-one with booked car seat inspection appointments.

Healthy Eating:

Work Completed:

- Supporting Ontario Dietitians in Public Health Childcare Practical Guide that is being updated for 2024.
- Provided feedback on nutrition sections for the website update.
- Developed nutrition post for Peer Support Facebook Plan for December.

Healthy Babies Healthy Children (HBHC) Program:

The goal of the HBHC program is to optimize newborn and child healthy growth and development and reduce health inequities for families. The program includes the following components: (1) Screening – prenatal, postpartum and early childhood (2) In-depth assessment (IDA) contact and assessment for families with risk (3) Postpartum Contact (4) Blended Home-Visiting and Family Service Plan.

The table below outlines the percentage of births that received a prenatal and postpartum screen as well as the percentage of eligible children (6 weeks to 70 months) who received an early childhood screen. We continue to see an increase in families accessing the HBHC program in the south end of THU's catchment area since resuming regular programming.

| Percent of births receiving a prenatal and postnatal HBHC screen and % of eligible children with an early childhood HBHC screen in Timiskaming Health Unit area. | | | | | | Provincial Target |
|--|------|------|------|-------------------|----------------------|-------------------|
| Screen | 2019 | 2020 | 2021 | 2022 | 2023 (Jan to Sep) | |
| Prenatal | 82% | 65% | 82% | 75.4% (46.5%)* | 61.7% (48%)* | 10% |
| Postpartum | 96% | 70% | 84% | 82.8% (69.8%)* | 82.1% (77.5%)* | 80% |
| Early Childhood | 3% | 2% | 0.7% | 3.6% (68.4%)* | 3.6% (51.2%)* | 5% |
| *Clients who are considered high-risk as defined by the Healthy Babies Healthy Children Screen | | | | | | |

Blended Home-Visiting (BHV) Program:

| Healthy Babies Healthy Children In-Depth Assessments (IDA), Home Visits and Family Service Plans | | | | | | |
|---|-----------------|---------------|---------------|---------------|------------|----------------------|
| | | 2019 | 2020 | 2021 | 2022 | 2023 (Jan to Sep) |
| Number of individuals confirmed with moderate or high risk (eligible for home visit) through an IDA | Prenatal | 16 (66.6%) | 6 (54.5%) | 11 (91.7%) | 7 (87.5%) | 9 (82%) |
| | Postpartum | 33 (53.2%) | 16 (51.6%) | 34 (73.9%) | 30 (73.2%) | 37 (88.4%) |
| | Early Childhood | 18 (72%) | 9 (90%) | 11 (78.6%) | 21 (77.8%) | 7 (41.6%) |
| Number of families served with ≥ 2 home visits | | 41 | 26 | 29 | 46 | 93 |
| Number of families who received an IDA. | | 111 | 52 | 72 | 76 | 67 |
| Number of families with a family service plan initiated | | | 10 | 9 | 30 | 27 |
| Total # of Home Visits (with a FHV, PHN or both) | | 206 | 140 | 88 | 498 | 530 |

HBHC Screening and Hospital Liaison:

Work Completed:

- We continue to offer daily weekday hospital liaison visits to Temiskaming Hospital. These visits also allow the PHNs to complete a formal post-partum Healthy Babies Healthy Children screen as mandated by the ministry. The visits also enable PHNs to assist families with breastfeeding and to discuss and promote services at THU and within the community.

School and Child Care Health

Oral Health and Vision Screening:

The Oral and Vision Health team has returned to full services in-school. All mandated programming is being completed.

Variance: We continue to post the maternity leave dental assistant job posting. We have been unsuccessful at recruiting for this position.

| Oral Health - Dental Screenings | | | | | | | | |
|---|------|------|------|------|------|------|------|----------------------|
| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 (Jan to Sep) |
| Pre-Kind/Kind & Grade 2 In-School Mandatory Program | 937 | 800 | 624 | 925 | 279 | 0* | 518 | 400 |
| Pre-Kind/Kind, Grade 2, 4 & 7 In-School Mandatory Program | --- | --- | 985 | 1840 | 632 | 0* | 751 | 893 |
| Additional Grades In-School Screening | 2217 | 1350 | 654 | 915 | 0* | 0* | 53 | 13 |
| Office Screenings | 238 | 248 | 231 | 193 | 105 | 150 | 88 | 357 |

**This program was impacted by staff redeployment to the COVID-19 pandemic and the impact of COVID-19 measures on school partners. **Data for this section was not captured in the same fashion it was starting in 2018, therefore it is not specific to the grades required.*

Vision Screening Program:

| School Vision Screening Program | | | | | | |
|--|------|------|------|------|------|----------------------|
| Senior Kindergarten Students | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 (Jan to Sep) |
| Number Screened | 146 | 143 | 0* | 0* | 0* | 383 |
| Number Referred to Optometrist for Vision Exam | 62 | 63 | 0* | 0* | 0* | 134 |

**Similar to oral health, this program was impacted by resources being redeployed to the COVID-19 pandemic and the fact that schools were shut down at times and/or not allowing outside people in when they were open.*

School Health Immunization and Licensed Child Care:

Work Completed:

- Throughout Q3, the school team continued updating their school immunization process to be ready for the 2023-2024 school year. This included an online process to support the ISPA (Immunization School Pupils Act).
- Support and collaboration continued with our licensed child care providers.

Comprehensive School and Child Care Health:

Work Completed:

- Work continued related to e-blasts for the upcoming school year. The purpose of the e-blasts is to share school-related content with all schools across our district. These topics also align with THU's mandate, such as: physical activity, immunization, mental health, or healthy eating.

Infectious Diseases and Infection Prevention and Control:

Work Completed:

- We continued to support our local schools with IPAC resources as needed.
- We continue to make sure that THU website information for schools and child care remain up to date.
- We promote [guide to common infections](#) for schools and child care providers.

Healthy Eating and Active Living:

Work Completed:

- Collaborated with EarlyOn and delivered a community Bike Rodeo in Earleton.
- Scavenger Hunt Activity and THU booth at Day in the Park in Englehart.
- Provided new skipping ropes/jump rope activity booklet to École Ste-Croix for their outdoor classroom.
- Active School Travel/Advocacy for safety in school zones – after traffic observations and in consultation with the school and the community, a memo was sent to Armstrong Town Council with recommendations for a new crosswalk in front of École Catholique Assomption.
- Another memo was also developed in conjunction with the Timiskaming District Road Safety Coalition on behalf of St. Jerome Catholic School. It was advocating for changes to the main intersection accessing the school, including an enhanced crossing with a 4-way stop and better sidewalk connectivity. The proposed changes were brought to council at a public meeting and the changes were adopted by the Town.
- Promoted the Canadian Cancer Society's "On Your Feet Challenge" via social media.
- Walk 'N Roll social media focus this quarter has been on safe walking and school bus safety, as well as encouraging families to take the active route whenever possible.
- Preparations and communications began with schools in September to get ready for IWalk – two new schools joined this year – École des Navigateurs and Federal Public School. Nine schools were provided with resources and activity suggestions for Walk to School Day and the whole first week of October.

October is Walk to School Month.

- We provided a box of helmets to the town of Englehart to have available for those who need one.
- Updated the Northern Fruits and Vegetable Program (NFVP) Toolkit activities and implementation guide.
- Provided SNP lead support funding opportunities and open house nutrition resources.
- Developed 2-3 nutrition posts per month for the Youth Instagram account.

Sexual Health and Healthy Sexuality:

Work Completed:

- Planning also happened related to getting the healthy relationship clinics initiated in high schools. The purpose of the healthy relationship clinics is to support student and school staff well-being by having a school nurse run weekly or bi-weekly in-school clinics to offer sexual health, healthy relationship, immunization, mental health and substance use services, referrals and resources as needed.

Substance Use:

Work Completed:

- Information was shared with school boards and local schools on vaping.
- Information was shared on the tobacco enforcement guidelines and requirement during our first DOE meeting for this upcoming school year.
- Shared information on [not an experiment campaign and resources](#).

Mental Health:

Work Completed:

- School nurses supported the RNAO Youth Wellness Initiative.
- Through the summer, THU worked with Porcupine Health Unit to align the program to help school boards have the same expectations across the district.
- In Sept, we had our first meeting with DSB1 school MH staff and the school board MH lead, this included an overview of: the mini-grant, training, timelines and supports.
- We attended principal meetings, topics included mental health concerns and absenteeism.
- Our Youth Instagram page shared information on the following topics: mental health, coping, exam preparation, stress of starting a new school year and other topics that support youth wellness.
- The school nurses also supported health promoters with work related to Planet Youth to prepare our local high schools with the Icelandic Prevention Model (IMP) survey for our grade 10 and 11 students.

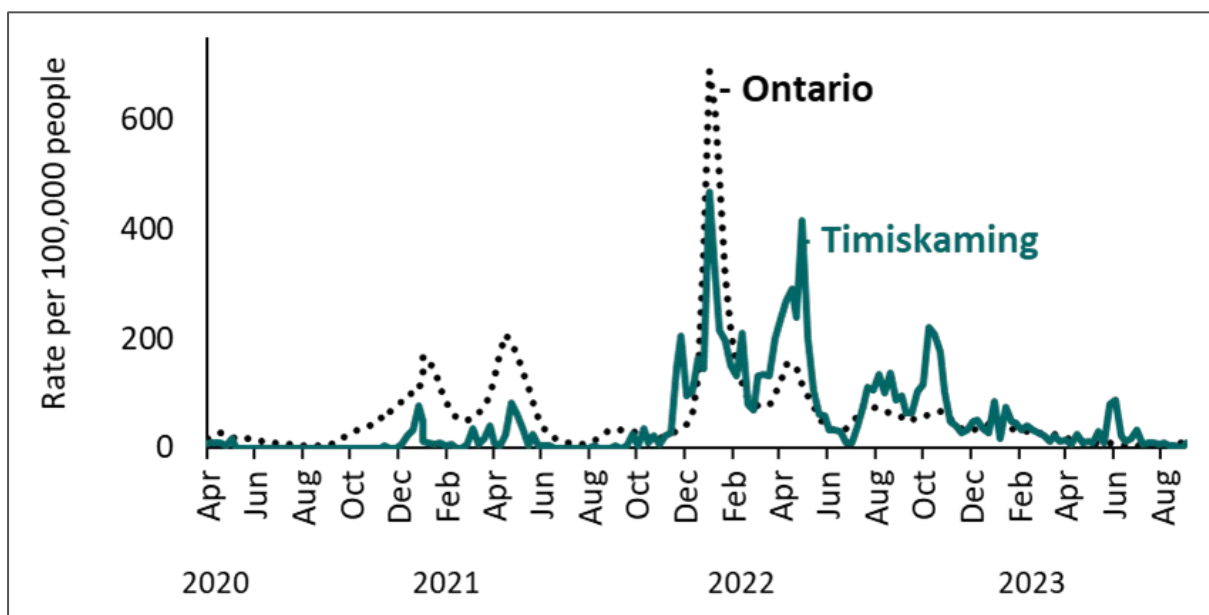
Infectious and Communicable Disease Prevention and Control

| Outbreak counts by location from Q1 to Q3 2023 (all types of outbreaks) | | | | | | |
|---|---------------------|-----------------|-------------------|----------|-----------|------------------|
| 2023 | Number of outbreaks | Number of cases | | | | Number of deaths |
| | | Staff | Resident /patient | Visitor | Other | |
| Long-Term Care & Nursing Homes | 15 | 40 | 155 | 5 | 0 | 2 |
| Hospitals | 5 | 20 | 34 | 0 | 0 | 1 |
| Congregate Living | 5 | 15 | 19 | 0 | 0 | 1 |
| Community | 1 | 0 | 0 | 0 | 29 | 1 |
| TOTAL | 26 | 75 | 208 | 5 | 29 | 5 |

COVID-19 rates in Timiskaming and Ontario

COVID-19 – Q1 to Q3

- COVID cases in the THU area decreased from January to the end of June, then started increasing again near the fall.
- A total of 15 outbreaks were noted in the first half of the year
- LTCH/RH – 5
- Community Living – 5
- Acute Care - 5



COVID-19 Communications:

Below are some highlighted areas of work addressing COVID communication needs.

Public and External

- Webpages were maintained to keep information current regarding local and provincial guidance and recommendations for the public and various sectors including regulation changes. Clinic schedules, vaccine opportunities and recommendations, current case situation and vaccination by the numbers are posted to social media weekly.

Media Relations

- Media questions continued to be fielded from media locally and across the province.
- A weekly page in The Speaker ran from January to September 2023. All content was bilingual. The bottom half of this page is a calendar of upcoming COVID-19 vaccine clinics. The top half of the page consists of a short article, most often using the text from a recent social media post that has been deemed priority. The purpose of this page is to reach people, primarily seniors, who don't use social media.

Internal

- Updates for our area and for the province were communicated internally via all-staff emails as well as a virtual all-staff meeting.
- Social media pages from other Ontario health units are monitored for internal planning.

COVID-19 Booking Phone Line:

The COVID-19 booking phone line was maintained by a core team of THU staff during the summer months for those wanting to book an appointment for a COVID vaccine. We continue to promote and encourage clients to book their COVID-19 vaccine on-line; clients who do not have access to a computer and the internet can call the COVID-19 booking line for an appointment.

IPAC Hub:

Work continued through Q3 using the IPAC Hub model, with THU staff providing regular education and support to congregate care settings in the district (5 Long Term Care, 1 Retirement Home and 4 Community Living Sites). Meetings were held as needs arose, and updates from the province were provided as available. During Q3, we provided reports and other data to the ministry in the hopes of obtaining additional funding for the IPAC Hub to continue in 2023 and 2024.

Work Completed:

- Education sessions provided to LTCH/RH and CL partners on topics such as hand hygiene, environmental cleaning, diseases of public health significance.
- Education sessions were prepared by the IPAC Hub lead and will be offered in the fall months.
- Internal committee continues to meet weekly to discuss outbreaks and relevant topics.
- Participate in the Regional IPAC Hub table which was meeting every 2 months.
- Complete and submit monthly reporting tool on THU IPAC activities.
- Completed IPAC audits to several settings within the district.
- Completed IPAC audits to several programs within THU.

Variance:

- Unable to complete IPAC audits/site visits to all congregate care settings (2 of the 5) due to staff limitations.

Other Diseases of Public Health Significance

| Reportable Diseases and Infection Control | | | | | | | | |
|---|------|------|------|------|------|------|-------------------------|----------------------|
| Client Services | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 Jan-Sept |
| Reportable Investigations (non-STI) | 73 | 65 | 111 | 91 | 154 | 652 | 1,342 (1314 - COVID) | 613 (524 - COVID) |
| Outbreaks - Institutional | 14 | 29 | 33 | 18 | 25 | 16 | 18 (15 - COVID) | 26 (17 - COVID) |
| Outbreaks - Community | 0 | 0 | 0 | 0 | 2 | 23 | 0 | 0 |
| Animal Bite Reporting | 29 | 85 | 77 | 72 | 64 | 62 | 74 | 48 |
| Sexually Transmitted Infections (STI) | 82 | 61 | 78 | 67 | 75 | 69 | 28 | 41 |
| Personal Service Settings Inspections (hair salons, tattoos, piercings, aesthetics) | 47 | 50 | 52 | 49 | 31 | 10 | 14 | 13 |

Sexual Health Program:

The goal of the Sexual Health Program is to promote healthy sexuality.

- Sexual health services at THU include:
- STIs and testing,
- Pregnancy testing/options counselling,
- Sexuality,
- Sexual health
- Free condoms
- Low-cost birth control

| Sexual Health | | | | | | | | |
|------------------------------|------|------|------|------|-------|-------|-------|--------------------|
| <i>Client Services</i> | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 (Jan-Sept) |
| Male Clients | 129 | 127 | 164 | 308 | 292 | 142 | 68 | 120 |
| Female Clients | 864 | 805 | 644 | 1014 | 690 | 295 | 137 | 185 |
| % of clients between 12-24 | - | - | 66% | 63% | 56.3% | 49.2% | 46.8% | 51.7% |
| Contraceptives (sold) | 929 | 846 | 198 | 195 | 72 | 38 | 29 | 10* |
| Contraceptives (prescribed) | - | - | - | - | 138 | 47 | 83 | 53 |
| Plan B | 41 | 25 | 23 | 25 | 16 | 3 | 13 | 2 |
| STI Tests | 215 | 201 | 257 | 329 | 241 | 102 | 111 | 131 |
| Pregnancy Tests | 28 | 36 | 37 | 39 | 20 | 12 | 19 | 23 |
| Blood-Borne Infection Tests | 124 | 97 | 140 | 148 | 58 | 27 | 42 | 55 |
| Treatment Prescribed for STI | - | - | - | - | - | 29 | 40 | 32 |
| Pap tests | - | - | - | - | - | 10 | 11 | 3 |

**this number denotes the amount of visits where contraceptives were sold, not the amount of contraceptives provided*

Work Completed:

- Continued with the creation of social media posts on various sexual health topics in collaboration with the youth initiative.
- Connected with additional partners (School team, CSCDGR, DSBONE, First Nations partners) to discuss bridging services.
- Participated in several learning opportunities to increase staff knowledge and competence.

Variance:

- New SH PHN in the south end continues to seek mentorship and education opportunities to enhance her knowledge.
- Several clients take advantage of OHIP+ to obtain contraception and are not purchasing directly from THU.

Immunizations

Immunization – Vaccine Safety and Vaccine Administration

COVID-19 Vaccine Program

Communications:

Continued social and traditional media and building on partnerships with community organizations to reach specific populations.

Other COVID-19 vaccine program highlights:

- The focus for Q3 consisted of information gathering, attending provincial meetings and planning for fall clinics following the ministry's guidance of co-administration of influenza and COVID-19 vaccines.

Routine Immunizations:

| Immunization Program | | | | |
|--|-----|-----|-----|-----------------------|
| Immunizations Administered in Office | NL | KL | ENG | Total 2023 (Jan-Sept) |
| # of clients receiving immunizations | 524 | 286 | 94 | 1668 |
| # of immunizations administered | 845 | 487 | 165 | 2915 |
| Note: These numbers do not include Influenza Vaccine <i>Generated from PANORAMA-R07090 Immunization Administered or Wasted at Health Unit</i> | | | | |

2022-2023 Universal Influenza Immunization Program:

| Year | Vaccine Fridges - Cold Chain Inspections | | | | | |
|------|--|----------------|-------------------|----------------|-------------------|----------------|
| | KL | | NL | | ENG | |
| | Total inspections | Total failures | Total inspections | Total failures | Total inspections | Total failures |
| 2018 | 15 | 11 | 32 | 10 | 5 | 1 |
| 2019 | 15 | 7 | 30 | 12 | 10 | 2 |
| 2020 | 18 | 11 | 24 | 3 | 8 | 1 |
| 2021 | 19 | 4 | 28 | 3 | 9 | 0 |
| 2022 | 19 | 9 | 25 | 4 | 8 | 0 |
| 2023 | 7 | 9 | 10 | 0 | 4 | 1 |

Travel Health Vaccine Program:

***the Travel Health Vaccine Program ended effective September 30, 2023 to better align with the OPHS mandates and to focus energies and efforts on priority programs.

| Travel Health Consultations | | | | | | | |
|-----------------------------|---------------------------------------|------|------|------|------|------|--------------------|
| Office | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 (Jan-Sept) |
| Kirkland Lake | 259 | 210 | 208 | 109 | 0 | 95 | 140 |
| New Liskeard | 620 | 695 | 611 | 324 | 64 | 396 | 373 |
| Englehart | (included in New Liskeard Statistics) | | | | | | |

Land Control

| Septic Systems | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|-----------------------|------|------|------|------|------|------|------|------|------|
| Permits Issued | 131 | 111 | 124 | 38 | 66 | 76 | 106 | 125 | 70 |
| File Searches | 60 | 60 | 66 | 28 | 55 | 65 | 54 | 53 | 34 |
| Severance/Subdivision | 15 | 15 | 29 | 10 | 13 | 8 | 13 | 14 | 9 |

Safe Water

| Drinking Water | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--|------|------|------|------|------|------|------|
| Small Drinking Water Systems | 19 | 13 | 48 | 2 | 3 | 36 | 34 |
| Recreational Water | | | | | | | |
| Public Beaches (Seasonal Jul-Aug) | 16 | 17 | 17 | 19 | 0 | 0 | 17 |
| Pools | 25 | 18 | 28 | 8 | 13 | 8 | 13 |
| Recreational Camps/Beachfront (Seasonal Jul-Aug) | 11 | 9 | 11 | 0 | 5 | 9 | 7 |

Variance: Although we were able to inspect most of our recreational camps/beachfronts, which are all in remote areas, we were not able to get to all of them this season.

Healthy Environments and Climate Change

We continued to analyze the findings in the climate change and health [report](#), which was completed through the collaborative project of the northeastern health units. To increase the awareness of this topic the report was released and plans for next steps have been worked on in 2023. Our approach at this point has been to use the report to assist with prioritizing health concerns related to climate change that are of a greater risk specifically in our district. In partnership with Porcupine Health Unit, THU will continue to work to identify adaptation and mitigation strategies while still leveraging the knowledge and experience of the initial group when appropriate.

Variance:

- With other shifting priorities and reduced staff resources, there has been no further advancement in Q3 in this important area of work. Re-evaluating on how we can give this area of work more focus and support will take place in Q4 and into 2024.

Food Safety

| Food Premises - Compliance Inspections | | | | | | | | | |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| High Risk | 165 | 184 | 109 | 93 | 88 | 47 | 29 | 29 | 36 |
| Medium Risk | 206 | 110 | 187 | 214 | 192 | 96 | 60 | 93 | 110 |
| Low Risk | 149 | 204 | 160 | 129 | 135 | 62 | 58 | 126 | 111 |
| Total | 520 | 498 | 456 | 436 | 415 | 205 | 147 | 248 | 257 |

Variance: Some areas of the district are behind in routine compliance inspections. Plans are in place to address this in Q4, specifically for high-risk locations.

| Food Handler Certifications | | | | | | | | | |
|-----------------------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|------------|
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Englehart | 63 | 26 | 23 | 75 | 58 | 3 | 24 | 10 | 18 |
| New Liskeard/Tem | 90 | 68 | 144 | 351 | 182 | 19 | 55 | 29 | 98 |
| Kirkland Lake | 70 | 41 | 58 | 127 | 15 | 34 | 5 | 12 | 5 |
| Total | 223 | 135 | 225 | 553 | 255 | 56 | 84 | 51 | 121 |

Variance: Additional opportunities will take place in Q4 for people to obtain their certification. Anyone at any time can take the on-line course as well.

Human Resource Update

The comings and goings of our colleagues



New Staff:

- Dental Hygienist, New Liskeard, Casual (Oct 2023 – March 2024)
- Practicum Placement – Healthy Eating Situational Assessment (Nov 2023 - Feb 2024)
- Epidemiologist, New Liskeard, Contract (Nov 2023- Nov 2024)

Retirement:

- n/a

Resignation:

- n/a

Current Vacancies:

- Research, Planning & Policy Analyst, District-Wide, Permanent
- Research, Planning & Policy Analyst – PH Strengthening, Contract
- Public Health Inspector, New Liskeard, Contract
- Public Health Inspector, Kirkland Lake, Permanent
- Dental Assistant, Kirkland Lake, Contract
- Public Health Registered Dietitian, District-Wide, Permanent

Report contributors: Randy Winters –Director of Corporate & Health Protection Services, Erin Cowan –Director of Strategic Services & Health Promotion/CNO. Program Managers: Ryan Peters, Angie Manners, Amanda Mongeon, Jennifer Cardinal. Executive Assistant: Rachelle Cote.

Board of Health Briefing Report

To: Chair and Members of the Board of Health
Date: December 2023
Topic: **Public Health Strengthening and Chronic Disease Prevention**
Submitted by: Dr. Glenn Corneil, Acting Medical Officer of Health/CEO
Prepared by: Amanda Mongeon, Manager Community Health
Reviewed by: Erin Cowan, Director of Strategic Services and Health Promotion

RECOMMENDATIONS:

It is recommended that the Timiskaming Board of Health endorse Public Health Sudbury and District's [Motion #60-23](#) "Public Health Strengthening and Chronic Disease Prevention" (Appendix A) and send a letter indicating this endorsement to Premier Ford and Ministers Jones and Tibollo.

Overview

Local health promotion work is key to addressing the high impact that chronic disease has on length and quality of life in Timiskaming. This briefing note builds on collaborative work undertaken in fall 2023 by a group of public health professionals under the leadership of Health Promotion Ontario to develop a [White Paper on the Value of Local Health Promotion in Ontario](#).

Ontario Public Health Standards (2018) and Timiskaming Health Unit Strategic Plan 2019-2023 Links

This work directly contributes to meeting requirements and expected outcomes in the Ontario Public Health Standards (2021) and supports all four of the THU 2019-2023 Strategic Directions:

1. We infuse our work with learning and passion
 - We develop and engage all people in our organization to make effective use of our collective skills and experience
 - We are a resilient, cohesive and responsive team of skilled professionals
 - We support the wellbeing of our workforce
 - We apply a health equity lens in all our work
2. We create, share and exchange knowledge
 - We use the best available information, including local lived experience, to inform local programs and services
 - We exchange information with communities and partners to broaden our understanding of local needs
 - We create quality data to address gaps in knowledge and to identify changing local needs
 - We share our knowledge with stakeholders to understand the causes and impacts of health inequities
3. We collaborate with partners to make a difference in our communities
 - We nurture positive and effective relationships with community partners to improve public health
 - We mobilize diverse and inclusive community resources in addressing the Social Determinants of Health and climate change to reduce health inequities
 - We advocate for policy changes that make a difference in local communities
4. We adapt to address the diverse and changing local needs
 - Our programs and services are evidence-informed, customized and evaluated to ensure they address local needs
 - We clarify roles with partners and allied agencies to reduce duplication, fill gaps and maximize our collective impact to create healthy populations
 - We engage in meaningful relationships that respect and respond to our cultural and linguistic diversity

Background

Ontario is facing multiple competing crises, including an opioid epidemic and crises related to mental health, homelessness, and climate change. We are also witnessing the unsustainable burden of chronic diseases on our healthcare system and the populations we serve. In Ontario, chronic diseases are the leading cause of mortality, accounting for approximately 75% of all deaths (1) and direct healthcare costs of \$10.5 billion per annum. Additionally, the four leading risk factors for these chronic diseases (i.e., tobacco smoking, alcohol consumption, physical inactivity and unhealthy eating) cost Ontario \$19.7 billion in direct and indirect costs (1). The burden of chronic diseases and chronic disease risk factors also disproportionately impacts those with the lowest socioeconomic status (1). This is important, as the main risk factors for chronic diseases are modifiable, and therefore their prevalence and subsequent impact on the healthcare system and society are reduceable.

Issue

Local public health plays a critical role in promoting and protecting health in local populations. Health promotion can be leveraged to enhance responses to current crises while strengthening local resilience to future threats. During the COVID-19 pandemic, there was a significant pause in health promotion work due to the reassignment of public health staff to disease prevention and health protection measures, resulting in low completion rates of OPHS programming related to areas such as healthy eating and physical activity, mental health, and substance use (2). This pause, and the increase in health inequities seen during the COVID-19 pandemic (3–12), will have measurable effects on the health of Ontarians.

The Value of Health Promotion

A sustained response to current and future threats is needed to ensure the health of our local populations. Health promotion is uniquely suited to address such threats, offering a multi-faceted approach to support healthy behaviours and healthy communities at the local level by building healthy public policies, creating supportive environments, strengthening community action, developing personal skills, and reorienting health services (13). Such upstream efforts could prevent 40% of cancer cases, 90-94% of first myocardial infarction, 65-90% of CVD incidence, and 50-60% of Type 2 Diabetes incidence (1). Additionally, health promotion efforts forge strong links with the social service system, working with diverse partners outside the healthcare system to address the underlying factors that shape health, healthy communities, and healthy populations. It is an evidence-based, well researched, and cost-effective strategy with demonstrated success in local public health units across Ontario (14).

Local Relevance

Chronic diseases and injuries are responsible for the majority of deaths in Timiskaming, including those for individuals under the age of 64 (15). Timiskaming's life expectancy is statistically lower than Ontario's and health risks such as smoking, alcohol use, physical activity and nutrition are associated with decreased life expectancy (15). Furthermore, Timiskaming's residents are more likely than within any other Ontario health unit area to die from preventable causes (53% of male and 60% of female deaths are due to preventable causes) (15).

The local nature of health promotion and chronic disease prevention is of special importance to Timiskaming's largely rural population; rural communities have distinct geographical, social, and government characteristics that require place-based approaches (16).

THU currently employs seven public health promoters and one Registered Dietitian to carry out the comprehensive health promotion work described above that aims to prevent early death due to chronic disease and injury. Their connections to local community, deep knowledge and strong health promotion skills make them uniquely positioned to identify and address the factors that lead to chronic disease and injury in Timiskaming. Their work to lead collaborative, intersectoral work to address local issues related to active travel, substance use and community safety and wellbeing is essential to the wellbeing of residents in Timiskaming.

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Public Health Strengthening and Chronic Disease Prevention (Motion #60-23)

Moved by Noland – Signoretti

Approved by Board of Health for Public Health Sudbury & Districts, October 19, 2023

60-23 Public Health Strengthening and Chronic Disease Prevention

WHEREAS the Board of Health for Public Health Sudbury & Districts is committed to ensuring it addresses the public health needs and health equity in its catchment area, as aligned with board of health requirements under the Health Protection and Promotion Act and Ontario Public Health Standards; and

WHEREAS Health Promotion Ontario's White Paper on the Value of Local Health Promotion in Ontario recommends strong and sustained investment in local health promotion by public health units to ensure that health promotion is prioritized on an ongoing basis; and

WHEREAS the Board recognizes that there are opportunities for system improvements as part of the review of board roles and responsibilities announced under the government's Public Health Strengthening initiative, including an assessment of its role in chronic disease prevention through health promotion interventions; and

WHEREAS chronic diseases are mostly preventable, are the cause of 75% of deaths in Ontario, and incur \$10.5 billion in direct health care costs in the province; and

WHEREAS as the scope and intensity of infectious disease risks increase in the context of finite resources, there is a risk of under-resourcing public health actions that work on longer horizon chronic disease prevention;

THEREFORE BE IT RESOLVED THAT in the context of the Public Health Strengthening roles and responsibilities deliberations, the Board of Health for Public Health Sudbury & Districts urges all health system actors to remain committed to maintaining appropriate investments in health promotion and chronic disease prevention, while ensuring health risks associated with its health protection work are managed;

AND FURTHER THAT the Board request that the Chief Medical Officer of Health ensure proactive local engagement in the sector-driven review of the Ontario Public Health Standards.

CARRIED

From: AMO - Policy Update <communicate@amo.on.ca>
Sent: Wednesday, January 10, 2024 1:14 PM
To: Amy Vickery <avickery@temiskamingshores.ca>
Subject: AMO Policy Update - Social and Economic Prosperity Review



POLICY UPDATE

1. Policy Update – Social and Economic Prosperity Review

Yesterday, [AMO presented](#) to the Standing Committee on Finance and Economic Affairs outlining our recommendations for the provincial 2024 budget. AMO highlighted how the current provincial-municipal fiscal arrangements are undermining the social and economic prosperity of Ontario. We are asking the provincial government to sit down with municipalities and work together on a social and economic prosperity review: a joint review of revenues, costs and financial risks and a detailed analysis of Ontario's infrastructure investment and service delivery needs.

We need *your* help.

Municipal councils are encouraged to support AMO's ongoing advocacy efforts by:

- Highlighting the challenges municipalities are facing and the need for this review during delegations at the upcoming ROMA conference in January, meetings with local MPPs, and your communities, using key messages included in [AMO's pre-budget backgrounder](#)
- Passing a [council resolution](#) at your next meeting, calling on the province to commit to this review in its upcoming provincial budget
- Sharing your support with local media channels using our [news release template](#)
- Meeting with or writing to local MPPs ([sample wording](#)) in advance of provincial budget

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

Association of Municipalities of Ontario

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Draft Resolution

WHEREAS current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life

WHEREAS nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility and expenditures are outpacing provincial contributions by nearly \$4 billion a year

WHEREAS municipal revenues, such as property taxes, do not grow with the economy or inflation

WHEREAS unprecedented population and housing growth will require significant investments in municipal infrastructure

WHEREAS municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises

WHEREAS inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity

WHEREAS property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need

WHEREAS the province can, and should, invest more in the prosperity of communities

WHEREAS municipalities and the provincial government have a strong history of collaboration

THEREFORE, BE IT RESOLVED THAT the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario

1. CALL TO ORDER

The meeting was called to order at 4:49 p.m.

2. ROLL CALL

| | |
|----------|---|
| PRESENT: | Councillor Ian Graydon Councillor Nadia Pelletier-Lavigne Tom Cambridge, Committee Chair (Virtual) Erin Little (Virtual) Paul Cobb (Virtual) Elizabeth (Liz) Morland, Timiskaming Health Unit Matt Bahm, Director of Recreation Jeff Thompson, Superintendent of Community Programming Kelly Conlin, Deputy Clerk (Committee Secretary) |
| REGRETS: | Rob Ritchie, Tricia Anderson, Erika Aelterman |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. APPROVAL OF AGENDA

Recommendation ATC-2023-004

Moved by: Councillor Ian Graydon

Be it resolved that:

The agenda for the October 30, 2023 Active Travel Committee be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation ATC-2023-005

Moved by: Councillor Nadia Pelletier-Lavigne

Be it resolved that:

The minutes from the Active Travel Committee meeting held on May 15, 2023 be approved as printed.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE
None

8. UNFINISHED BUSINESS

8.1 Recreation Department Update

Discussion:

Matt Bahm provided the Committee with a general update on items pertaining to Active Travel within the Community, such as the removal of the bollards along the STATO trail for the season; and the outcome of the Bike Exchange event that happened over the summer. Moving forward the City will be taking over the Bike Exchange event.

The Committee also engaged in discussion about the replacement of bollards that were broken and the type of replacement bollards that Matt is looking into; and ways to mitigate this from happening by lowering speed limits or the placement of physical in some sections of the trail. The Committee also discussed different types of scooters and that are showing up more on the trail. There may be an opportunity to investigate what the regulations are for electric scooters on the trail and where they are to use them when the trail is closed. This information could then be shared with the public.

8.2 Public Works Update

Discussion:

Matt Bahm summarized the completion of two projects within the Public Works Department, such as the opening of Grant Drive Extension, which includes the extension of the STATO trail. Phase I of the Albert Street Reconstruction is also complete, with paving/curbs and pathways scheduled for completion in 2024.

8.3 Timiskaming Health Unit Initiatives – Elizabeth Morland

Discussion:

Liz Morland informed the Committee that Erika has moved onto a different role and will no longer take an active role with this Committee. Since the last meeting, the Timiskaming Health Unit has been involved in several initiatives such as Bike Safety and Walk to School Day which did not see the participation anticipated; and because of that, would like to make suggestions to Council on how to improve walkability, specifically around St. Michel school. Matt suggested that a letter be addressed to Council for their consideration.

8.4 Data Collection – Trail Counters

Matt Bahm provided the Committee with the numbers collected from the trail counters up until October 17th. He also informed the Committee that one of the trail counters was stolen.

9. NEW BUSINESS

9.1 2023/2024 Budget Review

Matt Bahm provided the Committee with an overview of Active Travel related projects from the 2023 budget and what is coming up as part of the 2024 budget process; including the Wabi Bridge Sharrows, Pete's Dam Improvements; Farr Drive Bollards and a business case for an Active Travel Programmer.

9.2 TyLin Transportation Study

Matt provided the Committee with the presentation from TYLin for the Downtown Core Mobility Plan. City staff and representatives from TYLin are hosting an open house on November 1, 2023 to gather information and receive comments to assist in refining the vision for the downtown cores. The plan outlines the study areas and objectives for both the New Liskeard and Haileybury downtown areas with the goal of creating safe and inclusive streets for all users.

The Committee spoke about areas where improvements could be made such as sidewalks in areas where there is significant pedestrian activity – around schools and Shepherdson Road.

10. CLOSED SESSION

None

11. NEXT MEETING

- March 25, 2024
- May 13, 2024
- October 28, 2024

12. ADJOURNMENT

Recommendation ATC-2023-006

Moved by: Erin Little

Be it resolved that:

The Active Travel Committee meeting is adjourned at 6:24 p.m.

CARRIED

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES
City of Temiskaming Shores - Haileybury Boardroom and virtual Zoom meeting
Tuesday June 13th, 2023

1.0 CALL TO ORDER

The in-person/virtual Zoom meeting was called to order at 1:35pm.

2.0 ROLL CALL

| | |
|-----------------|---|
| PRESENT: | Lorna Desmarais – Public Health Promoter; Ian Graydon – City Councilor; Monique Chartrand – Executive Director; Karen Dorland – Community Representative; Janice Labonte – Accessibility Committee; Judy Lee – Community Representative; Gordon Brock – Community Representative; Sandra Lowe – Community Representative; Matt Bahm – Director of Recreation; Lynn Julien – Age Friendly Coordinator ; Jeff Thompson – Superintendent of Community Programs |
| REGRETS: | Suzanne Fournier – Manager; Jesse Foley – City Councilor; Karli Hawken – Occupational Therapist; Jan Edwards – Housing Manager Kim Peters – Community Representative; |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Sandra – New AF Guidelines from WHO item 8.4

4.0 APPROVAL OF AGENDA

MOVED BY: Janice Labonte

SECONDED BY: Monique Chartrand

That the agenda for the June 13th, 2023 Age Friendly Community Committee meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

No disclosure of pecuniary interest and general nature.

CARRIED

6.0 DELEGATIONS

There were no delegations.

7.0 UNFINISHED BUSINESS

i) Terms of Reference – Matt Bahm and Lynn Julien

Still working on the ToR update. Document will be shared with committee members for review and consideration. Will get input from Amy before it moves to council.

ii) Goals and objectives of the committee – Matt Bahm and Lynn Julien

Committee is changing and scopes will be different. Community as a whole (8 to 80s lens, Active Travel). Updated Recreation Guide is now available in hard copy and on our website. Includes contact information for most organizations in the City for recreation purposes.

Monique – Would be beneficial to have available at local hotels.

8.0 NEW BUSINESS

i) World Elder Abuse Awareness Day 2023 – Monique Chartrand

Thursday June 15th and there will be a flag raising at City Hall. Opportunity to raise awareness of elder abuse and older adults by sharing information and facts related to elder abuse, rights and promote resources and services available. Various events include the Spring Fling in Kirkland Lake, Englehart and New Liskeard throughout the month. Includes various guest speakers and booths. City has a proclamation in place. Spring Fling funded by the Temiskaming Foundation Community Fund. Encourage everyone to wear purple on June 15th.

ii) Summer Programming Updates

a. Pool and Fitness Centre – Jeff Thompson

Community garden boxes are ready. Most of them filled. 12 in total. Happy Heart Program finishing up in June, taking the summer off and resuming in September. Swim to Survive program seen approximately 90 kids, schools from Englehart, Temagami, New Liskeard participated. Lack of skills obvious due to the last 2 years of covid. Swim lesson registrations at the end of the month for the summer months, for the pool and Haileybury Beach.

b. Age Friendly – Lynn Julien

Women's exercise classes will be running throughout the summer months, every Tuesday and Thursday mornings in Haileybury. Horseshoes will take place every Wednesday mornings, Kubb will be every Thursday mornings. 4 music in the park events with 2 in July (New Liskeard) and 2 in August (Haileybury). Bowling will resumes in July.

c. Healthy Kids – Lynn Julien

Road Safety Day in partnership with CSCT. Others include Stock, City of Temiskaming Shores, Fire Department, Voyago (city transit), THU, 5th Wheel Training Institute, EMS, OPP. HK also hosting week long lego camp in August in partnership with Jazz from North Bay. In partnership with CSCT, we are doing a "cooking with families" in July. Evening event to encourage parents and kids to come cook dinner together. HK sponsoring soccer fun day end of July.

iii) Seniors Active Living Fair 2023 – Lynn Julien

Looking for ideas for guest speakers. Normally hosted late September or beginning of October at Northern College – Haileybury Campus.

Janice Labonte – We can have someone come talk about income tax

Lorna Desmarais – Can review the feedback forms from Spring Fling see what participants suggested for guest speakers.

Monique Chartrand – We should look at combining the Spring Fling and the Seniors Active Living fair as they are very similar events.

Sandra Lowe – Presentation on Elder Abuse would also be a good topic.

iv) New World Health Organization Age Friendly Guidelines – Sandra Lowe

Was not aware, until reading the previous meeting minutes, that we are now incorporating the younger generation into this committee. Age Friendly Communities encompasses the older adults, focused on the elderly and guidelines which include transportation, housing, outdoor spaces, social participation, civic participation, community and information, community support and health services. Should split the meeting, 45 minutes, for each (HK and AF).

Would have to change the name of the committee because we would be addressing Healthy Kids as well.

Mathew Bahm – Not looking to do less, but more of a coordination of staff time to be more efficient during meetings. Added extra topics to review as a committee. Looking at separating AF and HK during meetings (45 minutes for each)

Monique Chartrand – We did talk about a name change at the previous meeting (8 to 80s) if it's something that would help solve this issue, to encompass all ages.

9.0 COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION

Jeff Thompson

- Bike exchange has been rescheduled. Will be on a smaller scale, and scheduled for June 25th, before summer begins. Tricycles (lending program) are available for free at the Pool and Fitness Centre and the New Liskeard Marina.

Lorna Desmarais

- Stand Up program and Soup to Tomatoes exercise program will be taking a break for the summer months and resume in the fall.

Lynn Julien

- Community fridge is moving forward. Having difficulty with consistent food donations at the moment. Push promotion and dealing with staff changes at the THU (registered dietitian).

10.0 NEXT MEETING DATES

Every 2 months

August 1st

October 3rd

December 5th

10.0 ADJOURNMENT


MOVED BY: Jan Edwards

That the Age Friendly Community Committee hereby adjourns at 2:50 pm.

CARRIED



Committee Chair



Recorder



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, November 15th, 2023, at 5:30 PM at Englehart Family Health Team

Present: Derek Mundle, Pat Kiely, Lois Perry, Rick Owen, Clifford Fielder, Ian Macpherson, Mark Stewart (CAO)

Staff: Steve Cox – Housing Services Manager, Janice Loranger – Director of Finance, Corey Mackler – Information Technology Manager, Louanna Lapointe – Ontario Works Manager, Lyne Labelle – Children's Services Manager, John McCarthy – Chief of EMS, Trevor Neddo – Deputy Chief EMS (A), Pierre Poulin- Deputy Chief EMS (A), Michelle Sowinski - Recorder

Absent: Mary-Jo Lentz, Jeff Laferriere, Jesse Foley

Guests: Darlene Wroe – Temiskaming Speaker

The Regular Meeting of the Board was called to order at 5:30 PM.

1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

3.0 PETITIONS AND DELEGATIONS

Nil

4.0 ACCEPTANCE/ADDITIONS TO AGENDA

Resolution 2023-69

Moved by Clifford Fielder seconded by Ian Macpherson

THAT the agenda of the Regular Meeting of the Board held on November 15th, 2023, be accepted as presented.

Carried.

5.0 ADOPTION OF PREVIOUS MINUTES – October 25th, 2023, REGULAR MEETING OF THE DTSSAB BOARD

Resolution 2023-70

Moved by Rick Owen and seconded by Ian Macpherson

THAT the Minutes of the Regular Meeting of the DTSSAB Board held on October 25th, 2023, be accepted as presented.

Carried.

6.0 CORRESPONDENCE

7.0 NEW BUSINESS

7.1 Q3 Report

This report was presented by Mark and Senior Leadership for the Board's information.

7.2 CAO Report

This report was presented by Mark Stewart to the Board for Information.

7.3 Zack's Crib

Resolution 2023-71

Moved by Lois Perry and seconded by Pat Kiely

THAT the Board accepts the recommendation to defer payments of Zack's Crib Capital Commitment for a period of five (5) years. The deferral period corresponds with the first 5 years of a 10-year lease between DTSSAB and Zack's Crib. The deferral of these payments will allow them time to begin operating their facility prior to confirming a repayment plan.

Carried.

7.4 COCHI-OPHI Plan and TPA

This was presented to the Board by Steve Cox, for their information.

7.5 TK Elevator Memo

Resolution 2023-72

Moved by Rick Owen and seconded by Clifford Fielder

THAT the Board accepts this memorandum as an update for COCHI funding for 2023-24.

Carried.

7.6 Community Paramedicine Referral Process

This report was prepared by Shane Taylor for the Board's information.

7.7 Program Support Budget

This draft budget was presented by Janice Loranger for the Board's information.

7.8 EMS Budget

This draft budget was presented by John McCarthy for the Board's information.

7.9 Ontario Works Budget

This draft budget was presented by Louanna Lapointe for the Board's information.

7.10 Holiday Community Engagements

This item was presented by Michelle Sowinski for the Board's information.

8.0 IN-CAMERA SESSION

Resolution 2023-73

Moved by Ian Macpherson and seconded by Rick Owen

THAT the Board move into In-Camera session to discuss a human resources matter.

Carried.

9.0 RETURN TO REGULAR SESSION

Resolution 2023-74

Moved by Clifford Fielder and seconded by Lois Perry

THAT the Board resolved to rise from the In-Camera session and return to the Regular session at 6:44 PM without report.

Carried.

10.0 ADJOURNMENT

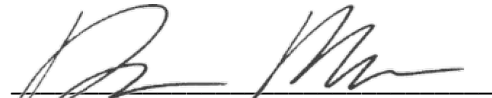
Resolution 2023-75

Moved by Rick Owen and seconded by Clifford Fielder

THAT the Board meeting be hereby adjourned at 6:44 PM AND THAT the next meeting be held on December 20th, 2023, or at the Call of the Chair.

Carried.

Minutes signed as approved by the Board:


Derek Mundle, Chair

December 20th, 2023
Date

Recorder: Michelle Sowinski



TEMISKAMING SHORES POLICE SERVICES BOARD

MINUTES

November 1, 2023 AT 1:00 P.M.

Haileybury Boardroom

1. **CALL TO ORDER**

The meeting was called to order by the Board Chair at 1:00 p.m.

2. **ROLL CALL**

PRESENT: Jeff Laferriere, Danny Whalen, Monique Chartrand, Tyler Twarowski, Jeff Davis

ALSO

PRESENT: Ryan Dougan, OPP
Mike Pigeau, OPP
Kelly Conlin, Board Secretary

REGRETS: Amy Vickery, City Manager

MEMBERS OF THE PUBLIC PRESENT: 0

3. **ADDENDUM / ANNOUNCEMENTS**

4. **APPROVAL OF AGENDA**

Resolution 2023-018

Moved by Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as printed.

CARRIED

5. **PRESENTATIONS/DELEGATIONS**

None

6. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

7. **APPROVAL OF MINUTES**

a) Regular Police Services Board Meeting – August 10, 2023

Resolution 2023-019

Moved by: Tyler Twarowski

Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board approves the minutes as amended.

CARRIED

8. **COMMUNICATIONS**

a) Phil Whitton, Superintendent Commander, Municipal Policing Bureau

Re: 2024 Annual Billing Letter & Statement

Reference: Received for Information

b) Municipal Policing Bureau, Financial Services Unit

Re: Notification of 2023 Court Security and Prisoner Transportation Grant

Reference: Received for Information

c) Shamitha Devakandan, Community Safety Analyst, Public Safety Division,
Ministry of Solicitor General

Re: MCRT Enhancement Grant Funding Decision - Temiskaming OPP

Reference: Received for Information

- d) Phil Whitton, Superintendent Commander, Municipal Policing Bureau

Re: Distribution of Police Record Check Revenue to Municipalities

Reference: Received for Information

- e) Penny St. Germain, Chair of Temagami Police Service Board

Re: Possible PSB Re-alignment - North/South

Reference: Received for Consideration/Discussion

- f) Debbie Morrow, Administrator for Zone 1A

Re: Zone 1 A Minutes from May 30th and OAPSB Presentations from October 5th Zone meeting (North Bay)

Reference: Received for Information

Resolution 2023-020

Moved by: Tyler Twarowski

Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of Communications items 8a) through f)

CARRIED

9. OPP BUSINESS

- a) OPP Temiskaming Detachment Report: July – September 2023

Resolution 2023-021

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the July to September 2023 OPP Temiskaming Detachment Report.

CARRIED

10. UNFINISHED BUSINESS

- a) Detachment Board Update

At this time, the 3 Board proposal has been submitted to the Ministry of Solicitor General and is awaiting final approval. On going.

11. NEW BUSINESS

- a) Draft 1 - 2024 Police Services Board Budget & Training Plan

Resolution 2023-022

Moved by: Tyler Twarowski

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt the draft 2024 Police Services Board Budget and Training Plan and further request that it be presented to Council for their consideration for the 2024 Municipal Budget.

CARRIED

12. BY-LAWS

None

13. CLOSED SESSION

None

14. SCHEDULE OF MEETINGS

Four Regular Police Services Board meetings for 2024 will be scheduled accordingly.

15. ADJOURNMENT

Resolution 2023-023

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned at 2:01 p.m.

CARRIED

MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on November 1, 2023 at 6:30 P.M.

Timiskaming Health Unit – Englehart Family Health Boardroom / Microsoft Teams

1. The meeting was called to order at 6:30 pm.

2. **ROLL CALL**

Board of Health Members

| | |
|-----------------|---|
| Stacy Wight | Chair, Municipal Appointee of Kirkland Lake |
| Jesse Foley | Vice-Chair, Municipal Appointee for Temiskaming Shore (<i>Video</i>) |
| Casey Owens | Municipal Appointee for Town of Kirkland Lake (<i>Video</i>) |
| Mark Wilson | Municipal Appointee for Temiskaming Shores (<i>Video</i>) |
| Jeff Laferriere | Municipal Appointee for Temiskaming Shores |
| Curtis Arthur | Provincial Appointee |
| Carol Lowery | Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman |
| Paul Kelly | Municipal Appointee for Township of Larder Lake, McGarry & Gauthier (<i>Video</i>) |
| David Lowe | Provincial Appointee |
| Todd Steis | Provincial Appointee |
| Gord Saunders | Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart |

Regrets

| | |
|----------------|---|
| Cathy Dwyer | Provincial Appointee |
| Steve McIntyre | Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan |
| Guy Godmaire | Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe |

Timiskaming Health Unit Staff Members

| | |
|-------------------|---|
| Dr. Glenn Corneil | Acting Medical Officer of Health/CEO |
| Randy Winters | Director of Corporate Services |
| Erin Cowan | Director of Strategic Services and Health Promotion |
| Rachelle Cote | Executive Assistant |

3. **APPROVAL OF AGENDA**

MOTION #55R-2023

Moved by: Gord Saunders

Seconded by: Todd Steis

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on November 1, 2023, as presented.

CARRIED

4. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

5. **APPROVAL OF MINUTES**

MOTION #56R-2023

Moved by: Carol Lowery

Seconded by: Jeff Lafferriere

Be it resolved that the Board of Health approves the minutes of October 11, 2023, as presented.

CARRIED

6. **BUSINESS ARISING**

N/A

7. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local situation and other related updates.

8. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

9. **NEW BUSINESS**

None noted.

10. **CORRESPONDENCE**

MOTION #57R-2023

Moved by: Jeff Laferriere

Seconded by: Curtis Arthur

Be it resolved the Board of Health acknowledges receipt of the [correspondence](#) for information purposes.

CARRIED

11. **IN-CAMERA**

MOTION #58R-2023

Moved by: Gord Saunders

Seconded by: David Lowe

Be it resolved the Board of Health agrees to move in-camera at 6:52 pm to discuss the following matters under section 239 (2):

- MOH Update – Confidential Matter
- Financial Confidential Matter
- In-Camera Minutes (October 11, 2023)

CARRIED

12. **RISE AND REPORT**

MOTION #59R-2023

Moved by: Jeff Laferriere

Seconded by: Gord Saunders

Be it resolved the Board of Health agrees to rise with report at 7:45 pm.

CARRIED

a. **IN-CAMERA MINUTES – OCTOBER 11, 2023**

MOTION #5C-2023

Moved by: David Lowe

Seconded by: Todd Steis

Be it resolved the Board of Health approves the in-camera minutes of the regular Board meeting held on October 11, 2023.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on December 6, 2023 at 6:30 pm in Kirkland Lake.

14. **ADJOURNMENT**

MOTION #60R-2023

Moved by: Carol Lowery

Seconded by: Curtis Arthur

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:55 pm.

CARRIED

Stacy Wight, Board Chair
Rachelle Cote, Recorder

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

ACCESSIBILITY ADVISORY COMMITTEE

November 14, 2023 – 12:00 P.M.

In-Person- New Liskeard Public Library

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

MINUTES

1. **CALL TO ORDER**

Meeting called to order at 12:04 p.m.

2. **ROLL CALL**

| | |
|----------|--|
| PRESENT: | Janice Labonte Walter Humeniuk Nicki Duke Josette Cote Tom Cambridge Councillor Nadia Pelletier-Lavigne Jennifer Pye, City Planner Mitch McCrank, Manager of Transportation Services Matt Bahm, Director of Recreation Amy Vickery, City Manager Kelly Conlin, Committee Secretary |
| REGRETS: | Councillor Mark Wilson |

3. **REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

Add – Terms of Reference

4. **DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE**

None

5. **APPROVAL OF AGENDA**

Moved by: Janice Labonte
Seconded by: Nicki Duke

Be it resolved that:

The agenda for the November 14, 2023 meeting be approved as amended.

Carried

6. APPROVAL OF PREVIOUS MINUTES

Moved by: Nicki Duke

Seconded by: Councillor Nadia Pelletier-Lavigne

Be it resolved that:

The minutes for the June 21, 2023 TSAAC meeting be approved as printed.

Carried

7. CORRESPONDENCE/PRESENTATIONS

a) Letter from Melinda Mauro-Ethier

Re: Accessibility Concerns

The Committee reviewed a letter that was sent from Ms. Mauro-Ethier outlying concerns in multiple areas of the City; some of which related to accessibility.

Moved by: Nicki Duke

Seconded by: Councillor Nadia Pelletier-Lavigne

Be it resolved that:

The Temiskaming Shores Accessibility Advisory Committee hereby acknowledges receipt of the letter from Ms. Mauro-Ethier; and has requested that staff consider potential solutions to the accessibility concerns in the letter.

Carried

8. NEW BUSINESS

a) Terms of Reference

Kelly Conlin will recirculate the Terms of Reference for the Committee for their review and discuss any concerns and feedback at the next meeting.

b) Multi-Year Accessibility Plan

Kelly Conlin had circulated the plan prior to the meeting for the Committee to review and provide feedback. Such feedback will be considered and incorporated into the plan where appropriate.

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

c) Accessible Space – Paget Street

Mitch McCrank spoke to the Committee about the City's intention to relocate the accessible parking spot on Paget Street. Mitch informed the group that the current location of the accessible spot is no longer suitable, and the ideal location would be in closer proximity to the Post Office. The Committee was in full support of the relocation.

Moved by: Josette Cote
Seconded by: Nicki Duke

The Temiskaming Shores Accessibility Advisory Committee hereby requests the relocation of the accessible parking space on Paget Street from the area in front of NEOFACS building to a more suitable location across from the post office on the east side of the street adjacent to the TELUS building.

Carried

9. SCHEDULING OF MEETINGS

The next regular TSAAC meeting is to be held in late January or February 2024 – Date to be decided.

10. ITEMS FOR FUTURE MEETINGS

- Spring/Simmer Walkabout – Contact CNIB
- Hospital Tour
- Terms of Reference

11. ADJOURNMENT

Moved by: Walter Humenuik
Seconded by: Janice Labonte

Be it resolved that:
TSAAC adjourns at 1:06 p.m.

Carried

The Corporation of the City of Temiskaming Shores

By-law No. 2024-001

Being a by-law to enter into a Municipality Lighting Materials Services Agreement with Product Care Association Canada for lighting material collected as part of the annual Household Hazardous Waste Collection Event

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-001-2024 at the January 16, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to enter into a Municipality Lighting Materials Services Agreement with Product Care Association Canada for lighting material collected as part of the annual Household Hazardous Waste Collection Event, for consideration at the January 16, 2024 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 Municipality Lighting Materials Services Agreement with Product Care Association Canada for lighting material collected as part of the annual Household Hazardous Waste Collection Event, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law

Read a first, second and third time and finally passed this 16th day of January, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-001

Agreement between

The Corporation of the City of Temiskaming Shores

and

Product Care Association of Canada

For lighting material collected as part of the annual Household
Hazardous Waste Collection Event

Product Care Association of Canada - Municipality Lighting Materials Services Agreement

THIS AGREEMENT is made as of the __16__ day of _November_, 2023.

BETWEEN:

**PRODUCT CARE ASSOCIATION OF CANADA
("Product Care")**

- and –

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
("The Municipality")**

collectively, the "Parties"

WHEREAS:

- A.** Product Care operates extended producer responsibility programs in Canada on behalf of its industry members, pursuant to applicable regulations.
- B.** Product Care operates Ontario program(s) pursuant to the Electrical and Electronic Equipment ("EEE") O. Reg. 522/20 issued under the Ontario Resource Recovery and Circular Economy Act (RRCEA) for which Product Care is registered as a Producer Responsibility Organization (PRO) with Resource Productivity and Recovery Authority (RPRA).
- C.** Product Care wishes to engage the Municipality to provide and/or arrange for certain collection and post-collection services of Lighting Materials pursuant to EEE O.Reg. 522/20 under RRCEA on behalf and to Product Care.
- D.** The Parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Resource Recovery and Circular Economy Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

- (a) **“Agreement”** means this Agreement and includes all appendices, schedules and amendments thereto;
- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier, single-tier municipality or territorial district, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Activities at its Collection Services outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Collection Services;
- (c) **“Claims Submission(s)”** means submission to Product Care of data required to validate a claim for payment;
- (d) **“Collection Event(s)”** means a service operated by the Municipality or on behalf of the Municipality by a Service Provider for the collection of Program Materials in accordance with the requirements for collection events of the EEE Regulation, as listed in Appendix A to this Agreement, subject to change pursuant to the provisions of this Agreement;
- (e) **“Collection Event(s) Return to Collection Site”** means a Collection Event from which the collected Program Material is transported by the Municipality to a Collection Site and included with the Program Material otherwise collected at that Collection Site for the purposes of this Agreement;
- (f) **“Collection Services”** means any or all Collection Event(s), Collection Site(s), Collection Event(s) Return to Collection Site, and Toxic Taxi(s) as the case may be;
- (g) **“Collection Activities”** means all the activities agreed upon under this Agreement, including those conducted at Collection Events, Collection Sites, Collection Event Return to Collection Site and Toxic Taxi operated by the Municipality or on behalf of the Municipality by a Service Provider, for the purpose of receiving, classifying, packing, storing and transferring Program Materials onto transportation vehicles, including the manifesting of Program Material, as applicable, prior to transportation away from the Collection Event or Collection Site;
- (h) **“Collection Site(s)”** means the Municipality’s locations and facilities participating under this Agreement in the collection of Program Materials, in accordance with the requirements for collection sites of the EEE Regulation, listed in Appendix A to this Agreement, subject to change pursuant to the provisions of this Agreement;
- (i) **“Collection Service Guidelines and Standards”** means the compendium of information provided in Schedule “B” and available at [Product Care Ontario Program Operational Standards – Product Care Recycling](#) which describes minimum procedures for the safe handling of Program Materials, including collection site requirements and procedures developed to assist the Municipality in managing the collection and storage of Program Materials in a way that will minimize the risk of personal injury and harm to the environment and which may be updated by Product Care from time to time pursuant to section 7.0 of this Agreement, as applicable;
- (j) **“EEE Regulation”** means the Ontario Electrical and Electronic Equipment Regulation O. Reg.

522/20 made under the Resource Recovery and Circular Economy Act, 2016;

- (k) **“Effective Date”** means January 1, 2023 for the Lighting Program.
- (l) **“Generator”** means the final user who generates the Program Material waste;
- (m) **“Hauler”** means a Service Provider registered with RPRA and approved by Product Care for the transportation of Program Material;
- (n) **“Lighting”** has the meaning as set out in the EEE Regulation;
- (o) **“Lighting Material”** means end-of-life Lighting as set out in Schedule “A”, for the purpose of this Agreement;
- (p) **“Lighting Program”** means all activities that Product Care conducts as a PRO under the EEE Regulation including the collection and management system for Lighting Materials established by Product Care;
- (q) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347: General – Waste Management, made under the *Environmental Protection Act* (Ontario);
- (r) **“Minister”** means the Minister of the Environment Conservation and Parks for the Province of Ontario;
- (s) **“Non-Program Materials”** means any material other than Program Materials.
- (t) **“Post-Collection Services”** means the transportation from Collection Events and Collection Sites, consolidation, sorting, weighing, processing, recycling, and safe disposal of Program Material and other post-collection waste management activities;
- (u) **“Processor”** means a Service Provider registered with RPRA and approved by Product Care for the processing of Program Material in accordance with the requirements of the EEE Regulation;
- (v) **“Product Care Portal”** means Product Care’s online system for uploading Claims Submissions.
- (w) **“Producer Responsibility Organization” or “PRO”** has the meaning as set out in the EEE Regulation;
- (x) **“Program Material”** means Lighting Material;
- (y) **“Program Services”** means Collection Activities and/or Post-Collection Services for Program Material;
- (z) **“Service Provider”** means in the case of Product Care the Municipality, and/or a commercial party that provides Program Services on behalf of the Municipality to Product Care or, in the case of the Municipality that is receiving Program Services, means the commercial party providing Program Services to the Municipality.
- (aa) **“Supporting Documentation”** means invoices, bills of lading, manifests, or other such applicable documents as may reasonably be required by Product Care for the validation of Claims Submissions; and
- (bb) **“Toxic Taxi(s)”** means a direct pickup for Program Material provided by the Municipality to households or businesses which is returned by the Municipality to a Collection Site.

2.0 Collection Services

- 2.1. All of the Collection Event(s), Collection Site(s), Collection Event(s) Return to Collection Site, Toxic Taxi(s) listed in Appendix A are authorized by Product Care for the collection of Program Materials by the Municipality as set out in Appendix A. Other than representing that it is a Product Care authorized Collection Services during the Term, the Municipality shall not state, claim or represent that any Collection Services are owned or in any way related to Product Care;
- 2.2. In recognition of the consideration provided under the Agreement by Product Care to the Municipality, the Municipality hereby agrees to contract exclusively with Product Care (and not any other party) for the collection of Program Materials during the Term of this Agreement at the Collection Services.
- 2.3. Municipality will give written notice, via email, to Product Care within two (2) business days prior to unilaterally amending any of the Collection Services information outlined in Appendix A or information provided to Product Care pursuant to section 2.4 of this Agreement. Such amendments will be incorporated into this Agreement as an amendment.
- 2.4. Municipality will submit in writing, via email, Collection Events and Collection Events Return to Collection Site details (e.g. specific location, date, time etc.) to Product Care for approval by April 30 of the calendar year in which the Collection Events and Collection Events Return to Collection Site will be held utilizing the form provided by Product Care. Once approved by Product Care, which Product Care's approval will not be unreasonably withheld, the updated information on Collection Events and Collection Events Return to Collection Site will be deemed to be incorporated into this Agreement as an amendment.
- 2.5. Either Party must give at least 90 days' notice to the other Party to remove a Program Material collected at any of the Collection Services or to remove any of the Collection Services from Appendix A. The addition of a Program Material to be collected at any Collection Services or the addition of any Collection Services to Appendix A requires written approval by both Parties.
- 2.6. Product Care will provide to RPRA, in accordance with obligations under RRCEA Regulations, the information contained in Appendix A, the information provided to Product Care pursuant to section 2.4 or any additional information required by RPRA for the purposes of compliance with regulatory requirements.

3.0 Program Services

- 3.1. Program Services:
 - (a) The Municipality is responsible for providing Collection Activities to Product Care for Program Materials received at Collection Services,
 - (b) Subject to the provisions of section 3.2 of this Agreement,
 - (i) The Municipality shall utilize a Service Provider which has been authorized by Product Care for Post-Collection Services of Program Materials received at Collection Services.
 - (ii) The Municipality shall ensure that any Service Provider the Municipality has contracted with to provide Post-Collection Services is registered with RPRA for the Program Material.
 - (iii) The Municipality shall ensure that Program Material received at Collection Services is transported to a Processor.

- 3.2. Product Care reserves the right, with ninety (90) days notice to Municipality, to provide Post-Collection Services for Program Material received at the Collection Services specified in the notice, by a Service Provider selected by, contracted with, and paid by Product Care.
- 3.3. The Municipality may accept Non-Program Materials at Collection Services; however, the Municipality acknowledges and agrees that Non-Program Materials collected or accepted by the Municipality are the sole and exclusive responsibility of the Municipality.

4.0 Price and Payment

- 4.1. The fees payable by Product Care to the Municipality as of the Effective Date pursuant to this Agreement are set forth in the Schedule A to this Agreement.
- 4.2. The Municipality agrees to accept payment by electronic funds transfer and will provide its bank account information to Product Care for this purpose. Payments shall be made in accordance with the terms set forth in the Schedule A to this Agreement.
- 4.3. The Municipality will provide any Supporting Documentation reasonably requested by Product Care to verify the accuracy of the Claims Submissions.
- 4.4. The Municipality will not charge Generators for Program Materials they deposit at, and the Municipality receives at, Collection Services.
- 4.5. The Municipality must submit Claims Submissions to Product Care via the Product Care Portal within ninety (90) days of the date Program Material was transported from the Collection Services.
- 4.6. Product Care will validate Claims Submissions with the Supporting Documentation received from Municipality within thirty (30) days of receipt and Product Care will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which Product Care determines the Claim Submission to be correct and accurate. In the event that Product Care finds any errors or omissions in the Claims Submissions, Product Care will inform the Municipality and the Municipality will have the ability to correct and/or clarify its Claims Submissions prior to Product Care issuing a payment.

5.0 Term

- 5.1. The term of the Agreement commences on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2025 (the "Initial Term").
- 5.2. At the expiry of the Initial Term, this Agreement will automatically renew for successive renewal terms (each a "Renewal Term") of twelve (12) months each unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the "Term" of this Agreement.

6.0 Title to Program Materials

- 6.1. To the extent permitted by applicable laws, the Party with physical possession of the Program Materials shall have and retain title to the Program Materials for the duration for which they are in the physical possession of the Program Materials until such time as they are transferred to the physical possession of the other Party or a Service Provider. Any contract a Party may enter into with a Service Provider who is not a party to this Agreement shall include a requirement with

respect to the acknowledgement by the Service Provider that the Service Provider shall have title to any Program Materials while in the physical possession of that Service Provider. Notwithstanding who has the title of the Program Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to Product Care to claim the Collection Services for the Program Material and/or the weight of recovered resources of the Program Materials collected at Collection Services, insofar as the right to claim the Collection Services and/or the weight of recovered resources are required to fulfill Product Care's PRO responsibilities under the EEE Regulation for the Program Materials.

7.0 Product Care Policies, Standards and Guidelines

- 7.1. The Collection Service Guidelines and Standards in effect at the time of entering into this Agreement are included in Schedule "B".
- 7.2. The Municipality will use best efforts to comply with and will require that any of its Service Providers supplying Program Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Program Services.
- 7.3. Product Care may develop or propose amendments to, from time to time, policies, standards and guidelines relative to the provision of Program Services. Product Care will endeavour to provide sufficient time to comment on the proposed amendments for clarifying potential impacts to the Municipality.
- 7.4. Product Care will communicate any new or amended policies, standards and guidelines to the Municipality via the email in section 13 and will post copies of such new or amended policies, standards and guidelines on Product Care's website as they are developed.
- 7.5. The Municipality may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions of 22.4(a).

8.0 Promotion and Education

- 8.1. Product Care shall be responsible for promotion and education activities for the Lighting Program at its sole discretion and at its own expense.
- 8.2. Product Care shall not make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise except with the prior written consent of the Municipality or as provided in this Agreement.
- 8.3. Product Care may post Collection Services information and a link to the Municipality's website on the Product Care's website.
- 8.4. The Municipality may post the Collection Services, the Product Care Recycling logo and a link to <http://www.productcare.org/> and other necessary information on its waste management/recycling webpage at no cost to Product Care.
- 8.5. The Municipality will not charge Product Care for any promotion or education activities unless Product Care has agreed to such charges in advance in writing.
- 8.6. The Municipality or its Service Providers must submit to Product Care draft copies of all publications using Product Care's name, trademarks and logos for advance approval in writing,

which Product Care may withhold for any reason.

- 8.7. The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care or any brand owned by Product Care, such as Product Care Recycling.

9.0 Indemnity and Insurance

- 9.1. The Municipality shall indemnify, defend and save harmless Product Care, and its employees, directors, governors, officers, agents, subcontractors and affiliates (collectively, the “Product Care Indemnitees”) from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Municipality and/or any third parties in carrying out remediation activities (collectively “Claims”), which arise out of, result from or relate to:
- (a) the Municipality’s ownership and/or operation of the Collection Services;
 - (b) any action or omission of the Municipality, its users, invitees, employees, subcontractors or agents, in connection with the Municipality’s ownership and/or operation of the Collection Services, and handling of Program Material and Non-Program Materials; or
 - (c) any breach by the Municipality of the terms, conditions, requirements, representations and warranties of this Agreement.
- 9.2. The Municipality hereby releases the Product Care Indemnitees from and against any and all Claims which the Municipality may at any time have against the Product Care Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Product Care Indemnitees.
- 9.3. Product Care shall indemnify, defend and save harmless the Municipality, its council members, directors, officers, contractors, employees and agents (collectively, the “Municipality Indemnitees”) from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Municipality and/or any third parties in carrying out remediation activities (collectively “Claims”), which arise out of, result from or relate to:
- (a) any action or omission of the Product Care, its users, invitees, employees, subcontractors or agents, in connection with the Municipality’s ownership and/or operation of the Collection Services, and handling of Program Material and Non-Program Materials; or
 - (b) any breach by Product Care of the terms, conditions, requirements, representations and warranties of this Agreement.
- 9.4. Product Care hereby releases the Municipality Indemnitees from and against any and all Claims which Product Care may at any time have against the Municipality Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Municipality Indemnitees.
- 9.5. The Parties hereby agree and acknowledge that Product Care has no responsibility whatsoever towards the Municipality for remediation of contaminants at the Collection Services or with

respect to any migrating contaminants from the Collection Services, or to the Collection Services, be it before the Term, during the Term or after this Agreement terminates or expires.

- 9.6. Unless the Municipality self-insures, the Municipality will, during the term of the Agreement, maintain at its expense and/or require any Service Provider engaged by the Municipality to provide services on behalf of the Municipality pursuant to this Agreement to maintain at either the Municipality's or Service Provider's expense adequate insurance for its obligations under this Agreement, including the insurance coverage set out below:
- (a) comprehensive general liability coverage of a minimum of \$5,000,000 per occurrence, \$5,000,000 general liability; and
 - (b) any other normal insurances sufficient to carry out its obligations under this Agreement, (collectively, the "Insurance").
- 9.7. The Municipality shall include Product Care as an additional insured in the Insurance, unless otherwise confirmed by Product Care in writing.
- 9.8. If Product Care is added as an additional insured, the Municipality shall supply Product Care with a certificate of insurance evidencing Product Care as additional insured on an annual basis.
- 9.9. If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to Product Care upon the execution date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 9.10. Product Care shall:
- (a) include the Municipality as an additional insured on policies of insurance maintained by Product Care for environmental impairment liability and comprehensive general liability, but only in respect to liability arising from the negligence of Product Care at the Collection Services and subject to the obligations of the Municipality set out in Section 9.0; and
 - (b) require the insurers to give to the Municipality not less than 60 days' prior written notice of any cancellation or other termination thereof, or any change which restricts or reduces the coverage provided to the Municipality thereby.
- 9.11. The Municipality shall be responsible for and shall maintain in good standing coverage as required under the Occupational Health and Safety Act and associated regulations.

10.0 Covenants of Product Care

- 10.1. Product Care covenants, represents and warrants to Municipality that:
- (a) Product Care is a non-profit corporation validly existing under the laws of Canada;
 - (b) Product Care has the corporate power, capacity and authority to enter into and complete this Agreement;
 - (c) in performing any Program Services under this Agreement, Product Care shall comply, and ensure that all Service Providers contracted by Product Care comply, at all times, with all applicable local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements.
 - (d) Product Care shall obtain at its own expense, any permits and licences which may be required for the performance of its obligations hereunder; and
 - (e) the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by Product Care.

11.0 Covenants of Municipality

11.1. The Municipality covenants, represents and warrants to Product Care that:

- (a) the Municipality is an incorporated and/or an otherwise validly constituted entity in good standing and qualified to carry on business in the province where the Collection Services are located, and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;
- (b) the licenses, permits, and any other authorizations required of Municipality or any of the Collection Services are, and shall be, in good standing during the term of this Agreement, including any that are specified in the Schedules;
- (c) the Municipality shall comply at all times, with all local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements applicable to the Collection Services, the operations of the Collection Services and the Municipality's activities, as amended from time to time in performing the Program Services under this Agreement, including Certificates of Approval and/or Environmental Compliance Approvals, the requirements for Collection Services to qualify under the EEE Regulation, the processing and disposal requirements of the collected Program Materials under the EEE Regulation, and the Collection Services Guideline and Standards (collectively the "Legal Requirements"). The Municipality shall ensure that all Service Providers contracted by the Municipality to provide any Program Services comply with the Legal Requirements as required ;
- (d) there are no legal actions, proceedings, investigations, prosecutions, or claims in respect of the Municipality that relate to the presence of Contaminants at or released from the Collection Services or any other environmental matters relating to the Collection Services;
- (e) Collection Services personnel are qualified and trained to perform the obligations under and in accordance with this Agreement;
- (f) Collection Services equipment is in good, working order;
- (g) the Collection Services is/are free of any pollutants, contaminants, deleterious substances, toxic substances or hazardous waste (collectively "Contaminants"), except in amounts that are permissible under the Legal Requirements, subject to any exceptions set forth in the Schedules to this Agreement;
- (h) there are no Contaminants being released onto the Collection Services from adjacent properties or from the Collection Services to adjacent properties, subject to any exceptions set forth in the Schedules to this Agreement;

12.0 Assignment

12.1. The Municipality shall provide Product Care with at least ninety (90) days' notice if any of its rights or obligations under this Agreement are subcontracted or assigned to any other party.

13.0 Notices

Any notice, request, demand or other instrument or communication by either Product Care or the Municipality pursuant to this agreement, will be in writing and sufficiently given if delivered personally, by e-mail, or if sent by registered mail to the following respective addresses hereinafter set out, namely:

Notices to Product Care will be delivered to:

President
Product Care Association of Canada
420-2238 Yukon Street,
Vancouver, BC, V5Y 3P2
Email: contact@productcare.org

Notices to the Municipality will be delivered to:

Technical and Environmental Compliance Coordinator
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
325 Farr Drive, Haileybury, ON, Canada, P0J 1K0,
sburnett@temiskamingshores.ca

Any such notice if delivered personally or by e-mail means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail (and if after 5 p.m. E.T. the following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either Party may, at any time, give written notice to the other of any change of address (postal and/or email) of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

14.0 No Partnership or Joint Venture

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the Parties. For all purposes Municipality is an independent contractor.

15.0 Severability

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the Parties will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

16.0 Amendment and Waivers

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

17.0 Further Acts

- 17.1. Each party will execute all such documents and do all such other acts and things as may be

necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

18.0 No Third Party Beneficiaries

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

19.0 Counterparts and Facsimile

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

20.0 Force Majeure

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, pandemics, strikes, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

21.0 Dispute Resolution

- 21.1. The parties to this Agreement agree to the following steps to address any issues arising in regard to the interpretation or application of the Agreement:
- (a) discussion between manager of Product Care and the Municipality;
 - (b) If necessary, escalation of discussion to Product Care senior staff; and
 - (c) If necessary, undertaking legal proceedings including the option of mediation or binding arbitration with the consent of the parties.

22.0 Termination

- 22.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or Product Care (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised timeline is acceptable and, if it is, the revised timeline to remedy such breach will apply.

- 22.2. Subject to section 23, on the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.1 & 22.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 22.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by Product Care as per section 7.5; or
 - (b) a receiver or trustee is appointed for any part of the assets of Product Care.

23.0 Survival

- 23.1. Sections 9.1, 9.2, 9.3, 9.4, 9.5, 22.2 and 28 of this Agreement will survive termination or expiry and continue in full force and effect.

24.0 Entire Agreement

- 24.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

25.0 Headings for Convenience Only

- 25.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

26.0 Governing Law

- 26.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

27.0 Legislation References

- 27.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

28.0 Confidentiality

- 28.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), the Municipality will at all times treat Schedule "A" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, the Municipality will inform Product Care of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal

a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Product Care to Municipality so that Product Care will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

29.0 Rights and Remedies

- 29.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

30.0 Independent Legal Advice

- 30.1. Each Party acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

31.0 Enurement

- 31.1. This Agreement shall bind and benefit each of the Parties, including their respective successors and permitted assigns.

32.0 Appendices and Schedules

- 32.1. Appendix "A" and Schedules "A" and "B" are attached hereto and incorporated in and form part of this Agreement.

33.0 Time

- 33.1. Time is of the essence to this Agreement.

34.0 Language

- 34.1. The parties have agreed to draft this Agreement in English. Les parties ont consenti à rédiger ce contrat en langue anglaise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

PRODUCT CARE ASSOCIATION OF CANADA

by: _____

Brian Bastien, President

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

by: _____

Name: _____

Title: _____

Appendix A

Collection Services

The following tables provide information for the Collection Services according to the type of Collection Service:

Table 1: Collection Sites

| Collection Site Name | Collection Site address including postal code | Community (Local Municipality or Territorial District according to RPRA's list) | Operating hours | Site Contact Name | Tel | Email | Lighting Material |
|----------------------|---|---|-----------------|-------------------|------|-------|-------------------|
| N.A. | N.A. | N.A. | N.A. | N.A. | N.A. | N.A. | N.A. |

Table 2: Collection Events and/or Collection Events Return to Collection Site*

| Collection Event or Collection Event Return to Collection Site | # of Collection Events | Community (Local Municipality or Territorial District according to RPRA's list) | Lighting Material |
|--|------------------------|---|-------------------|
| Collection Events | 1 | Temiskaming Shores | X |

* Municipality shall submit event details to Product Care in accordance with section 2.4 of this Agreement.

Table 3: Toxic Taxi

| Community (Local Municipality or Territorial District according to RPRA's list) | Lighting Material |
|---|-------------------|
| N/A | N/A |

| | |
|----------|------|
| | |
| Initials | Date |

SCHEDULE "A"

| | |
|---------------------------------|----------|
| Province | Ontario |
| Stewardship Program Name | Lighting |

1. Lighting Material(s) Information (s. 1.2(o) of Agreement)

- 1.1. This Agreement applies to the following Lighting Material included therein, as further described below:

| | |
|----------|--|
| Lighting | Light bulbs, tubes or lamps including but not limited to incandescent, fluorescent, halogen, light emitting diode (LED) and high intensity discharge (HID) lamps |
|----------|--|

Additional details of Program and Non-Program Materials are provided in the Collection Service Guidelines and Standards.

2. Price and Payment (s. 4.1 and s. 4.2 of Agreement)

- 2.1. Pursuant to section 4.1 of the Agreement, the fees payable to the Municipality by Product Care, during the Term of this Agreement, are as set out below, for Collection Activities and Post-collection Services provided in accordance with the Agreement and Collection Service Guidelines Standards.

- 2.1.1. Product Care will pay the Municipality an amount per unit for the Collection Activities for Lighting Material received at Collection Sites, including the Lighting Material collected by Toxic Taxi or Collection Event Return to Collection Site, as set out in Table 1. The actual unit count of the Lighting Material as determined by the Processor will be used.

| Table 1: Rates for Collection Sites listed in Appendix A for Lighting Material | | |
|--|----------|---------|
| Collection Activities Provided for: | Per Unit | Payment |
| LED, Halogen, and Incandescent | Unit | N/A |
| CFL | Unit | N/A |
| Fluorescent tubes <= 2ft | Unit | N/A |
| Fluorescent tubes > 2ft <= 4ft | Unit | N/A |
| Fluorescent tubes > 4ft | Unit | N/A |
| HID and Other | Unit | N/A |

| | |
|----------|------|
| | |
| Initials | Date |

- 2.1.2. Product Care will pay the Municipality an amount per tonne for the Collection Activities and Post-Collection Services for Collection Events for Lighting Material as set out in Table 2. The actual weight of the Lighting Material as determined by the Service Provider providing the Post-Collection Services will be used.

| Table 2: Rates for Collection Events listed in Appendix A for Lighting Material | | |
|--|-----------------|----------------|
| Collection Activities and Post-collection Services Provided for: | Per Unit | Payment |
| Lighting | Tonne | \$2400 |

- 2.1.3. Product Care will pay the Municipality an amount per tonne for the Collection Activities and transportation for Collection Event Return to Collection Site as set out in Table 3 in addition to the amounts payable pursuant to s. 2.1.1 of this Schedule and set out in Table 1. The actual weight of the Lighting Material as determined by the Service Provider providing the Post-Collection Services will be used.

| Table 3: Rate for Collection Events Return to Collection Site listed in Appendix A collecting Lighting Material | | |
|--|-----------------|----------------|
| Collection Activities and transportation Provided for: | Per Unit | Payment |
| Lighting | Tonne | N/A |

- 2.1.4. No additional fees are payable for the Lighting Materials delivered to a Collection Site by Toxic Taxi except for the fees set forth in s.2.1.1 of this Schedule.

2.2. Pursuant to section 4.2 of the Agreement

- 2.2.1. payments as set forth in s. 2.1.1 of this Schedule will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission in the Product Care Portal submitted by the Processor for Post-Collection Services of the Lighting Material transported from the Collection Site.
- 2.2.2. in order to receive payments as set forth in s. 2.1.2 and s. 2.1.3 of this Schedule, the Municipality must upload a Claims Submission via the Product Care Portal including the Supporting Documentation. Payment will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission submitted by the Municipality in the Product Care Portal.

| | |
|----------|------|
| | |
| Initials | Date |

SCHEDULE “B” – Collection Services Guidelines and Standards

Product Care Ontario Lighting Collection Services Guidelines and Standards

| | |
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Guideline Overview

Disclaimer

This Guideline is intended to provide practical guidance and best management practices for collection site operators regarding staff handling and storing of program products collected under the Product Care Ontario Lighting Program. This Guideline should be used by collection site operators to instruct staff in using required practices of the program.

The practices described in this Guideline are not intended to replace any standards, acts or regulations required under Local, Provincial or Federal law; nor is the guideline intended to relieve the collection site operator or staff of requirements under the law.

Product Care accepts no responsibility and assumes no liability resulting from the incorrect use of information contained in this guideline or from the use of this information in any circumstances other than those described.

This Guideline is intended for use by collection sites participating in the Product Care Ontario Lighting Program. The Guideline provides information and instruction for the collection of end-of-life **whole lamps** originating from residential, institutional, commercial, and industrial sectors in Ontario.

This Guideline allows the site to inform and train their employees regarding best practices for safe collecting, handling and storing lamps. It contains instructions for:

- Setting up a collection site
- Receiving, sorting, packaging, and shipping lamps
- Health & Safety related to the management of lamps
- Record-keeping

For additional information, please contact:



Product Care Recycling
180 Attwell Dr., Suite 380, Toronto, ON M9W 6A9
Tel: +1 (877) 592-2972 ext. 370 (toll-free)
Email: ontario@productcare.org

Ontario Lighting Program Overview

Beginning January 1, 2023, under Ontario Regulation 522/20: Electrical and Electronic Equipment (EEE Regulation), there are new requirements for producers who supply obligated lighting products into Ontario, to collect and recycle lighting products at their end-of-life. Product Care is a registered Producer Responsibility Organization (PRO) in Ontario setting up a comprehensive lighting recycling Program to help producers comply with their obligations under the EEE Regulation. The Ontario Lighting Program establishes a province-wide collection system for all types of lighting obligated under the EEE Regulation including: fluorescent tubes, CFLs, LEDs, HIDs, UV, halogens and incandescent bulbs or tubes.

How the Program Works

Ontario residents or businesses can bring their end-of-life light bulbs or tubes to a collection site or collection event, for recycling. Under the Lighting Program, **no compensation can be provided and no fees can be charged to residents or businesses who deposit/drop off their end-of-life lighting products at a collection site.**

The collected lighting from the collection sites or collection events will be transported via a Product Care approved transporter to a Product Care approved recycler, for recycling.

Safety

Fluorescent light bulbs/tubes and high intensity discharge bulbs (HID), such as high-pressure sodium lamps and metal halide lamps, are commonly used in households, businesses and commercial/industrial applications and **are considered safe under normal conditions of use.** However, these lamps do contain a very small amount of mercury, which is a highly toxic substance. The risk to health and the environment only occurs if the light bulb is broken so care must be taken in handling the bulbs to ensure they do not break.

Section 1: Program Products

The Ontario Lighting Program covers all replacement lamp technologies designed to be removed by the user, which can be categorized as either “bulbs” or “tubes”. Lamps collected under the Lighting Program must be end-of-life used lamps and can only be collected from Ontario residents or businesses. Pre-consumer light “bulbs” or “tubes” or lighting generated from non-Ontario sources are not included in the Program. Lamps are often referred to as “lights”, “bulbs” or “tubes” by the public. The program includes the following types of lamps:

1.1 Accepted Program Lighting

Fluorescent Tubes:

- Fluorescent tubes – linear/straight
- Fluorescent tubes – curved/circular

Bulb/Tube Types:

- Compact Fluorescent Lights (CFLs)
- Halogen and Incandescent bulbs
- Light Emitting Diodes (LEDs)
- Ultra High Performance (UHP) lamps
- High Intensity Discharge (HID) lamps
- UV and Germicidal lamps

For further details to assist in identifying accepted lamps, including descriptions and pictures, please refer to **Appendix B: Accepted Program Products.**

1.2 Non-Program Lighting

The Program does not include the following:

- Lighting integrated into a fixture or product
- Fixtures
- Streetlights/signal lighting
- Ballasts/transformers
- String lights (light bulbs integrated into string lights)
- Intentionally crushed lighting

1.3 Broken Lights and Mercury

Collection Sites are expected to receive intact (whole) lamps, but the Program will accept small quantities of light bulbs that have been broken accidentally.

A resident or business may bring their broken lamps, and the material used for cleaning up the debris (such as paper towel, cloth, tape, cardboard or paper). Ensure that the lamps are sealed in a plastic Ziploc-style bag or glass container, then place it in a collection container provided by the Program.

Currently, there are businesses that use equipment such as a drum-top crusher or bulb crusher to intentionally crush lamps for consolidation purposes. **Collection Sites CANNOT accept these intentionally pre-crushed lamps as they have other regulatory implications.** Any inquiries on pre-crushed lamps collection services should be redirected to Product Care.

The Program does NOT accept liquid mercury! Under no circumstance can a Collection Site accept liquid mercury from a resident or business.

1.4 Collection of Non-Program Products

The Program is not responsible for any other materials or products that the collection site may receive or collect (e.g. fixtures, batteries, smoke alarms, etc.). All non-program material must be managed separate from the Program.

If a resident or business brings in a product that is not accepted by the Program, you must refuse the product and return it to the resident or business or collect the material in a separate container from the Program containers. All non-program material collected is the responsibility of the collection site.

Please make the resident or business aware of the lighting products accepted by the Program. Do not hesitate to redirect them to:



Product Care Recycling website: productcare.org or
Customer service: ontario@productcare.org

If the collection site provides a collection service for products other than those accepted by the Lighting Program (e.g. non-lighting products, lighting from unaccepted sources etc.), the non-program material must be placed in different containers than the ones of the Program and they must be stored, recorded and recycled/disposed separately from the Program lighting. The Ontario Lighting Program is not responsible for and does not provide funding for non-program material. Such collection services are the sole and exclusive responsibility of the collection site.

Section 2: Collection Services Set-Up

The Ontario EEE Regulation defines certain minimum requirements for collection sites and collection events which are outlined below. Collection sites must also meet the requirements set forth in the **Appendix A: Collection Site Standard**.

2.1 Quantity of Accepted Products per Visit at Collection Sites

The EEE Regulation requires that a collection site must be able to accept at a minimum, up to 5 kilograms of accepted Program lighting per day per person. Depending on available storage capacity, collection sites can accept a larger volume; otherwise, please refer the resident or business to Product Care. Please note that if the collection site is not a retail location and accepts more than the minimum amount of lighting from a person on a single day, the collection site must record the person's name, contact information and the weight of the Program lighting accepted.

2.2 Duration of Collection Events

The EEE Regulation requires that a collection event must operate for a minimum of 4 consecutive hours.

2.3 Receiving Program Products

Providing assistance or guidance to residents and businesses dropping off lighting is required in order to minimize breakage or drop-off of non-program material.

The Program is **NOT** a self drop-off system; residents or businesses must be supervised when returning Program lighting.

Unsupervised collection containers located outside staffed areas (e.g. parking lots) is **NOT** permitted.

The location for collection at the collection site should be or have:

- Easy for customers to identify as the collection location
- Convenient, and provide easy access for both residents or businesses dropping off and employees
- Well planned and allow for efficient and safe removal of lamps boxes
- Secure from theft and tampering
- Protected from weather
- On impervious surfaces and well-ventilated



Lights **MUST** be kept dry; the Program will not compensate for wet lamps

2.4 Storage Location

Once the collection boxes are full, they can be removed from the collection area to a storage location to stage for shipping.

The storage area for collected materials should be:

- Away from high-traffic areas
- Inaccessible to the public (i.e. employees only)
- Monitored and safely maintained
- Large enough to hold provided plastic bins and/or cardboard boxes
- Protected from the elements, away from drains and on an impervious surface
- Secured during non-operating hours

It is important that the program products are packed properly to:

- Reduce breakage
- Maximise use of storage space
- Simplify handling and prevent injuries as well as exposure to staff and the environment
- Consolidate into as few containers as possible to reduce transportation costs

2.5 Public Access

The collection sites must be open for the public to drop-off accepted Program lighting during regular business hours throughout the year.

If customers abandon accepted Program lighting products on the property while the collection site is closed, take them inside and place them in the appropriate containers. If non-program material or products is abandoned, they should be disposed in accordance with any municipal, provincial or federal requirements. Non-program material or products should not be knowingly placed into the collection containers provided by the Program.

The collection events must be open for the public to drop-off accepted Program lighting during the duration of the event.

2.5 Security

When the collection site is closed, access by people or animals must be prevented to make sure that stored lamps are protected from improper handling, theft, or damage. Make sure that all materials are secured inside your facility and protected from weather at all times.

2.6 Signage and Brochures

In order to inform residents or businesses of your collection site's participation in the Program as a drop-off location, Product Care has promotional material that can be made available upon request.

Section 3: Handling, Packing & Arranging Transport

3.1 Program Materials Provided

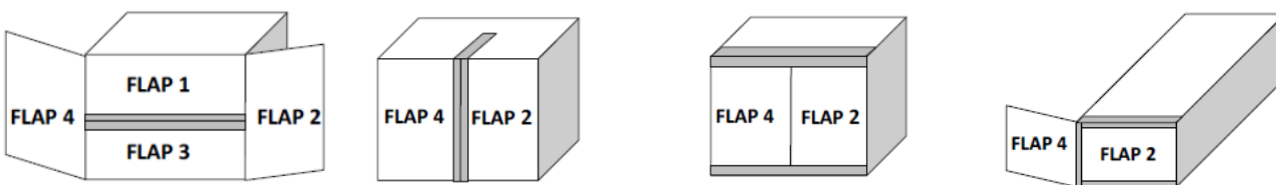
Based on your needs, Product Care or its authorized partners can provide:

- Collection container(s) (e.g. Gaylord box, cardboard "bulb" box, drum, cardboard "tube" box)
- Liners (where applicable)
- Pallet(s)
- Spill kit
- Promotional materials (e.g. signage, brochure)

3.2 Assembling Empty Boxes

Boxes will require assembly before use. Regardless of the size of the boxes provided by the Program, make sure they are securely closed by placing tape on each seam between 2 flaps and then on each edge, as shown in the drawings below: (The boxes supplied by the Program may differ from the examples below).

If plastic liners are provided with the boxes, they must be placed in each box before filling. Please ensure the liner is flush with the inner cardboard of the box and brought over the top flaps. The liner provides additional protection in case of lamp breakage and thus prevents any mercury from spilling into the environment.



3.3 Handling and Sorting Lamps into Containers

Residents or businesses can bring their lamps to you in full, sealed boxes so that once on site, your employee will only have to place the full box with the others on a pallet. Lamps can be brought to you in reused original packaging as long as the box is in good condition. There is no need to unpack these boxes and re-pack the lighting into the collection containers provided.

For lamps which are not returned in boxes, your employees must separate bulbs from straight tubes in the containers provided to minimize breakage and safely pack for transport. The following containers are typically provided to ensure safe packing:

- Container for bulbs: CFL, incandescent, halogen, LEDs, U and O shaped tubes etc. can be mixed in one container.
- Container for fluorescent tubes measuring 4' long or less
- Container for fluorescent tubes measuring more than 4' long and up to 8'

The following methods will ensure safe handling of all lamp types and minimize risk:

- The containers and packages must remain structurally sound and lack evidence of leakage, spillage or damage.
- Containers should be stored in such a way that they won't easily tip over or get damaged and should be protected from the elements.
- Stack a **maximum of 2 (two)** bulb boxes on top of each other to prevent lamp breakage.
- Do **NOT** stack material on top of the collection containers.
- Correctly sort and place the lamps in the appropriate containers to prevent shifting and breakage during transport.
- The lamps should be handled by their bases, not the glass portion and should be set down gently in the boxes or collection containers.
- Do not force fluorescent tubes in the collection container. If a tube does not slide into place within the container, the container is full.
- Keep the bulbs and shaped tubes separate from the linear tubes.
- Do not tape bulbs or tubes together or use rubber bands

- Do not leave the lamps in a position or in an area where they can be easily broken
- Ensure boxes are filled to capacity (to prevent breakage during transport) but do not overfill boxes
- Once the containers are full, seal boxes with packing tape in preparation for ship-out. Ensure all seams are taped. (section 3.2).
- Any lamp that is broken must be cleaned up immediately using the spill procedure under the Section 4: Clean-Up Procedure for Broken Lamps.

Section 4: Clean-Up Procedure for Broken Lamps

4.1 Risks

Intact (unbroken) fluorescent lamps (CFLs and fluorescent tubes) and HID lamps pose no health risk. Mercury in fluorescent lamps is in vapour form and also with the phosphor powder which coats the inside of the light bulb. Broken lamps release the mercury, which can enter the body by absorption through the skin or by inhalation of the vapour.

HID lamps contain more mercury than fluorescent lamps (30 mg on average). The mercury is sealed in a sealed glass or quartz capsule (referred to as an “ampoule” or “arc tube”) within the lamp. If the capsule remains intact the mercury is contained. However, if the ampoule is broken mercury will be released to the ground.

In both cases a careful and prompt cleanup of the spill by the designated worker will minimize exposure to the staff, residents or businesses utilizing the collection site and to the environment. **A mercury spill must be treated as a serious safety concern.** Staff should be trained in the management of broken lamps and the use of a spill kit.

4.2 Clean-Up Directions

If a mercury-containing lamp is broken, please follow the instructions below:

- Leave the room.
- Avoid stepping on broken glass.
- Turn down the thermostat; mercury forms fumes when heated.
- Ventilate the room for **at least 15 minutes prior to starting clean-up** by opening windows and doors to the outdoors. This will ensure that the mercury vapour levels are reduced before you start cleaning.
- Refuse entry of any other person in the room before clean-up is completed.

These precautions should limit the amount of mercury vapour present in the room before you begin cleaning.

Clean-up instructions for hard surfaces and/or carpets and mats

- Do **NOT** use a vacuum cleaner or broom to clean up the initial breakage, as this may spread the mercury vapour and dust throughout the area. In addition, mercury contamination may subsequently occur through vacuuming or sweeping.
 - Wear disposable gloves to avoid direct contact with the mercury and to reduce the risk of cuts.
 - Wear the supplied disposable mask.
 - Scoop or pick up the broken pieces and debris with the two pieces of cardboard provided in the spill kit and place the glass and debris in the sealable plastic bag.
 - Make sure to work from the outside of the spill to the centre.
 - If an **HID lamp** has broken with a visibly broken ampule, see steps below.
 - Use packing tape to pick up any remaining glass particles or powder.
 - Prepare several pieces of tape ahead of time to avoid contaminating the tape and to make cleaning easier.
 - Take a piece of tape and place it with the sticky side facing out.
 - Gently tap the contaminated area and repeat with a clean piece of tape until the contaminated area is covered. Place the used tape pieces into the sealable plastic bag.
 - Wipe the contaminated area with a damp paper towel, damp cloth, or damp wipe, to remove any remaining particles.
 - Place the broken glass and all clean-up materials in the plastic bag and seal it to further minimize the release of mercury vapour.
-
- **If an HID lamp has broken with a visibly broken ampule:**
 - Use the cardboard to gather the beads of mercury. (Note: A flashlight held at a low angle in a darkened room can be used to find beads of mercury which can travel quite far on a hardened surface.)
 - Use eyedropper to collect mercury and then squeeze carefully into a damp paper towel. Repeat this step as often as necessary to cover the affected area thoroughly. Place the paper towel into the sealable plastic bag
 - Use packing tape to pick up any remaining glass particles, powder or smaller mercury beads.
 - Prepare several pieces of tape ahead of time to avoid contaminating the tape and to make cleaning easier.
 - Take a piece of tape and place it with the sticky side facing out.
 - Gently tap the contaminated area and repeat with a clean piece of tape until the contaminated area is covered. Place the used tape pieces into the sealable plastic bag.
 - Wipe the contaminated area with a damp paper towel, damp cloth, or damp wipe, to remove any remaining particles. Residual mercury can be removed by wiping with vinegar followed by peroxide.
 - Place the broken glass and all clean-up materials in the plastic bag and seal it to further minimize the release of mercury vapour.
-
- Once the clean-up effort is completed, place the sealed bags in a sturdy container (plastic container, glass jar etc.)

- Label the container with the broken lamp(s) appropriately and then place the container in a bulb box.
- Wash hands thoroughly after storing and disposing of waste.

SOURCES :

Health Canada <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/everyday-things-emit-radiation/compact-flourescent-lamps.html>

Environment Canada <https://www.canada.ca/en/environment-climate-change/services/pollutants/mercury-environment/products-that-contain/fluorescent-lamps.html>

US EPA [Mercury](#) | [US EPA](#)

4.3 Spill Kit

The Program can supply collection sites with a Spill Kit containing the following:

- Sealable plastic bags
- Packing tape
- Cardboard
- Eye dropper
- Disposable gloves
- Disposable masks

Section 5: Training

Collection site and collection event operators are responsible for training their employees so they can safely and effectively perform the responsibilities outlined in this Guideline.

All collection site workers must understand the information provided in this Guideline and provide a clear understanding of:

- The handling and management of lamps including but not limited to:
 - Potential hazards and risks associated with handling of lamps
 - Proper and safe handling of lamps
 - Ways to reduce risk
 - Safety and emergency procedures
- Spill/breakage cleanup procedures and management
- Any operations training and policies/procedures set by the Program
- The identification of which products are accepted and not accepted by the Program
- The completion of proper shipping documentation and record keeping

Newly hired employees must also be instructed on the information in this Guideline before they are permitted to handle lamps.

Collection site and collection event operators should schedule **regular** training sessions with staff members who have emergency response responsibilities. This will help staff to regularly practice the correct response actions and be informed up to date on recommended response measures.

Section 6: Record Keeping and Reporting

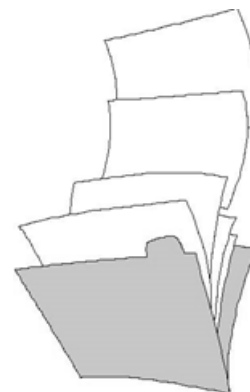
6.1 Training Records

Ensure that documentation is kept showing that staff have been trained on the information contained in this Guideline.

6.2 Reporting Incidents or Fines

The collection site will provide notice of the following to the Program:

- Any incidents that required the assistance of first responders within 24 hours of the occurrence; and
- Any regulatory orders or fines within 48 hours of receiving such orders or fines.



Product Care Recycling
180 Attwell Dr., Suite 380, Toronto, ON M9W 6A9
Tel : +1 (877) 592-2972 ext. 370 (toll-free)
Email : ontario@productcare.org

6.3 Incident Reporting

To report an incident involving **5 or more broken lamps**, please use the Incident Report Form (Appendix C) and provide the completed form to Product Care.

Section 7: Health & Safety



The Health and Safety section of this Guideline is a **supplement** to your facility's existing Occupational Health and Safety Manual and is not intended to replace any standards, acts or regulations required under Provincial or Federal legislation nor are this Guideline intended to relieve the collection site operator or workers of any obligations under this or other legislation.

This section only includes health and safety issues as they pertain to the Product Care Program and **NOT** the other services offered or activities conducted at your facility.

7.1 Lifting Hazards

Moving boxes of lamps requires bending and lifting which can cause injury if done incorrectly. Simple precautions should be used as a means of prevention.



- When lifting, bring objects near to the body; do not try to lift at arm's length.
- Bend your knees and keep your back straight.
- Only lift what you can manage safely; ask for assistance if it is needed.

7.2 Mercury Hazards

While mercury is a highly toxic substance, only a very small amount is used in fluorescent lamps and HID lamps. **There is no risk to your health when the lamps are unbroken** but care needs to be taken if the lamps are broken. The best defense is to handle the lamps with care to avoid breakage. Should a lamp break, follow the procedure in Section 4: Clean-Up Procedure for Broken Lamps.

7.3 Broken Glass Hazards

The main risk with handling lamps is of getting cut with broken glass. As with the mercury hazard, preventing breakage is the most important way to avoid this. Should a lamp get broken, follow the procedure in Section 4: Clean-Up Procedure for Broken Lamps.

7.4 Safety Equipment

No safety equipment is required for the regular handling of intact (unbroken) light bulbs. The personal protective equipment (PPE) required to handle broken lamps is noted in Section 4: Clean-Up Procedure for Broken Lamps.

Appendix A – Collection Services Standard

The Product Care Collection Services Standard defines the minimum requirements for business and organizations to become approved and operate as a collection site or collection event under the Product Care Ontario Lighting Program. This standard intends to ensure that lamps are collected and handled in a manner that will adequately safeguard the environment and worker health and safety. It will also ensure that data is collected in order to track the materials. Product Care reserves the right to review and revise these standards on an on-going basis.

Background

Fluorescent lamps (CFLs and fluorescent tubes) and HID lamps are commonly used in households and businesses and are considered safe under normal conditions of use. However, fluorescent lamps and HID lamps do contain a very small amount of mercury, which is a highly toxic substance. The risk to health and the environment only occurs if the lamp is broken. For this reason lamps should be handled with care and precautions taken to avoid breakage¹.

Disclaimer

The Collection Services Standard is not intended to reduce or absolve collection sites or collection events from the responsibility of compliance with any federal, provincial and/or municipal legislation and regulations applicable to the management of fluorescent lamps, or the business operation of the collection site. Nor is it intended to constitute or to provide legal advice. It is the responsibility of the Collection Site to be aware of and abide by all such legislation and regulations.

General Requirements

All collection sites and collection events shall:

1. Possess a valid business license and/or is an incorporated and/or an otherwise validly existing business or municipality under the laws of Ontario in good standing and qualified to carry on business in Ontario;
2. Comply with all applicable federal, provincial and/or municipal legislation and regulations including but not limited to:
 - Ministry of the Environment and Climate Change, Environmental Compliance Approval (ECA);
 - Ontario Hazardous Waste Information Network registration requirements;
 - Ontario *Environmental Protection Act*, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - *Transportation of Dangerous Goods Act* (TDGA);
 - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHRMR) under the Canadian Environmental Protection Act;

¹ Health Canada <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/everyday-things-emit-radiation/compact-flourescent-lamps.html>

- Occupational Health and Safety Act, R.S.O. 1990, c. O.1
 - Municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
3. Possess Comprehensive or Commercial General Liability Insurance including coverage for bodily injury, property damage, complete operations and contractual liability combined single limits of not less than \$5 million per occurrence, \$5 million general liability.
 4. Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
 5. Ensure that internal procedures comply with the Guideline and that staff follow these procedures.

Collection Services Requirements

All collection sites and collection events shall:

1. In the case of collection sites, provide normal business hours of operation for the collection of lamps and in the case of collection events, meet the minimum duration required under the EEE regulation.
2. Provide personal service or guidance for residents or businesses dropping off. Drop-off in supervised areas with mechanisms or systems in place to minimize breakage and drop-off of non-program material may be possible if the collection site assumes responsibility and liability for onsite activities. Unsupervised, self-service drop off is not permitted
3. Ensure the storage area has sufficient space for safe storage, is protected from weather, and the floor is constructed of impervious material such as concrete
4. Ensure that unauthorized access to the premises and storage area is prohibited or restricted through security measures
5. Ensure that loading equipment is available for loading and unloading (at minimum pallet jack).
6. Ensure the storage area is not near sensitive areas such as drains
7. Have appropriate signage to inform the public that it is a collection site and have Program information available for the public
8. Only accept Program products as defined in the Guideline
9. Not use onsite size reduction or processing equipment for lamps
10. Provide notice to Product Care of any incidents that required the assistance of first responders within 24 hours of the occurrence. Provide notice of any regulatory orders or fines within 48 hours of receiving such orders or fines.
11. Not charge residents or businesses dropping off lighting for the program service – this is a FREE service.
12. Keep Program materials segregated from any non-program products lamps that may be returned to the Collection Site as part of a separate service the site may offer. If the site chooses to offer a service for non-program products, the site assumes all liability associated with those materials.

Occupational Health & Safety

All collection sites and collection events shall:

1. Comply with all applicable health and safety regulations, including but not limited to the Provincial Occupational Health and Safety Act.
2. Possess written procedures to systematically manage environmental, health and safety matters such as but not limited to accidents, fires and spills
3. Implement and maintain proper lamp handling and safe housekeeping procedures to ensure minimal risk of breakage
4. Provide adequate training for all employees to ensure safe and proper handling of lamps
5. Document health and safety training
6. Provide and enforce correct use of required personal protection equipment
7. Implement spill/breakage cleanup procedure when needed and maintain equipment/supplies according to depot manual
8. Implement and maintain an emergency response plan

Training

All collection sites and collection events shall ensure that all staff are trained in:

1. The handling and management of lamps including but not limited to:
2. Potential hazards and risks associated with handling of lamps
 - Proper and safe handling of lamps
 - Ways to reduce risk
 - Safety and emergency procedures
 - Emergency response plan
3. Spill/breakage cleanup procedures and management
4. The operations training program and policies/procedures set by the program
5. The identification of which lighting products are accepted and not accepted by the Program
6. The completion of proper shipping documentation and record keeping
7. All such training is documented.

Record Keeping

Maintain all records and documentation including applicable manifests, bills of lading, waste records, training records, and other data as required for a minimum of 2 (two) years.

Appendix B – Accepted Program Products

The list below contains examples of lighting products that are accepted and not accepted in the Program. Please note that this list is not exhaustive. If you have any questions about whether certain lamps are included in the Program, please contact Product Care:



Tel: +1 (877) 592-2972 ext. 370 (toll-free)

Email: ontario@productcare.org

Accepted Program Lighting

Fluorescent tubes (all shape, lengths)

Includes all diameters and shaped fluorescent tubes, UV-A, UV-B, UV-C / Germicidal lamps and tubes, and tubular induction lamps (circular, square, U etc.)



Compact Fluorescent Lights (CFLs)/ Screw – In Induction Lamps

Fluorescent bulbs including pin-type sockets, covered CFLs and screw-in induction lamps.



High Intensity Discharge (HIDs), Special Purpose and Other

Includes all HID technologies, such as High Pressure Sodium (HPS), Low Pressure Sodium (LPS), Mercury Vapour and Metal Halide, as well as UHP replacement lamps (projector etc.), neon replacement lamps, etc.



Halogen/Incandescent

Filament lamps of all shapes, and sizes.



LED

LED bulbs including pin-type or screw-in bulbs, LED tubes of all lengths and shapes, and other lamps/bulbs used for specialty purposes or industrial lighting applications (e.g. LED HID replacement lighting).



Miniature bulbs

LED, incandescent, halogen or neon miniature bulbs that are typically designed and sold as replacement bulbs for applications such as: portable lighting (i.e., handheld flashlights), indicating, signaling, signage, emergency, electronic displays, automotive and transportation and decorative lights.



Non-Program Lighting and Products

This list contains examples of products that are not accepted under the Program. Please note that this list is not exhaustive.

Fixtures



Ballasts



String lights



Batteries



Smoke & CO Detectors



INITIALED BY MUNICIPALITY: _____

Appendix C - Incident Report Form

Only fill out this incident report if five (5) or more lamps were broken at one time.

Collection Site Name _____

Address _____

Telephone Number _____

Date of Incident _____ Time of Incident _____

of Lamps Broken ☐ Five (5) ☐ Six (6) to nine (9) ☐ 10+ ☐ Box dropped

If the box dropped and resulted in broken glass, please answer the following questions:

Did any broken glass spill onto the floor? ☐ Yes ☐ No

Did the box drop during: ☐ Packing ☐ In-store movement ☐ Shipping

Please describe the incident (use additional paper if needed):

Was staff wearing protective gear to clean up? ☐ Yes ☐ No

Was anyone injured? ☐ Yes ☐ No

If yes, please attach a copy of the WCB Form and Record to this report.

What are your suggestions to help prevent this type of incident from happening in the future?

Please complete the information and e-mail the completed for (and other forms if applicable) to
Product Care.

Product Care contact information:

EMAIL: ontario@productcare.org

PHONE: 1-877-592-2972 ext. 370 (Toll Free)

Employee Name _____ Signature _____

Manager Name _____ Signature _____

The Corporation of the City of Temiskaming Shores

By-law No. 2024-002

**Being a by-law to provide for an Interim Tax Levy for the payment
of taxes and to establish penalty and interest charges**

Whereas Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it appropriate to provide for such interim levy on the assessment of property in the City of Temiskaming Shores.

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

1. The amount levied on a property shall not exceed the percentage prescribed by the Minister under Section Subsection 317 (3), paragraph 2 of the Act; or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for 2023.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for 2023 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2023 because assessment was added to the tax roll during 2023, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
4. An interim billing of 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for 2023 shall be imposed for all classes.
5. An interim billing of 50 per cent of the annual local improvement charges shall be imposed for all classes, where applicable.
6. The provisions of the by-law apply in the event that assessment is added for the year 2024 to the tax roll after the date this by-law is passed and an interim levy shall be imposed and collected.
7. The said interim tax levy shall become due and payable in two (2) instalments as follows:
 - a) approximately 50 percent of the interim levy shall become due and payable on the 15th day of March, 2024; and

- b) the balance of the interim levy shall become due and payable on the 15th day of May, 2024.

Non-payment of the amount on the dates stated in accordance with Section 344 shall constitute default.

- 8. On all taxes of the interim levy, which are in default on the 1st day of default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2024.
- 9. a) On all taxes of the interim tax levy in default on January 1st, 2024, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default.

b) On all other taxes in default on January 1st, 2024, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
- 10. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
- 11. The tax collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 12. This by-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and finally passed this 16th day of January, 2024.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-003

**Being a by-law to amend By-law No. 2005-122, as amended, a
to establish a Service Delivery Program under the Line
Fences Act in order to Appoint a Fence Viewer for the City of
Temiskaming Shores – Kelly Conlin**

Whereas Section 2 of the *Municipal Act* requires municipalities to deliver and participate in provincial programs and initiatives; and

Whereas The *Line Fences Act* requires local Councils to enact a by-law to establish a service delivery program as described under the Act; and

Whereas Council adopted By-law No. 2005-122, as amended to establish a service delivery program as described under the Act; and

Whereas Section 3 of the *Line Fences Act* requires that the Council of every local municipality appoint such number of fence-viewers as are required to carry out the provisions of the Act; and

Whereas Council considered Memo No. 001-2024-CS at the January 16, 2024 Regular Council meeting, and directed staff to amend By-law No. 2005-122, to remove Jennifer Pye and to appoint Kelly Conlin, in her capacity Deputy Clerk, as a Fence-viewer within the corporate limits of the City of Temiskaming Shores, for consideration at the January 16, 2024 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 amends By-law No. 2005-122, as amended by appointing **Kelly Conlin**, in her capacity as Deputy Clerk, as a Fence-viewer within the corporate limits of the City of Temiskaming Shores.
2. That Council for the City of Temiskaming Shores hereby amends By-law No. 2005-122, as amended by removing **Jennifer Pye** as a Fence-viewer within the City of Temiskaming Shores.

Read a first second and third time and finally passed this 16th day of January, 2024.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2024-004
Being a by-law to enter into a Conditional Contribution
Agreement with the Northern Ontario Heritage Fund
Corporation (NOHFC) for the 2023 Feast on the Farm Event

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-001-2024 at the January 16, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary By-law to enter into a funding agreement with the Northern Ontario Heritage Fund Corporation in support of the 2023 Feast ON the Farm event held on September 17 & 18, 2023, in the amount of \$11,820, for consideration at the January 16, 2024 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 conditional contribution agreement with the Northern Ontario Heritage Fund Corporation for the 2023 Feast ON the Farm event held on September 17 & 18, 2023, in the amount of \$11,820, 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 and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 16th day of January 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-004

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Northern Ontario Heritage Fund Corporation (NOHFC)

For a funding agreement in support of the 2023 Feast ON the
Farm event held on September 17 & 18, 2023

NOHFC File Number: 7600140

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the Effective Date

B E T W E E N: **NORTHERN ONTARIO HERITAGE FUND CORPORATION**
a corporation existing under the laws of Ontario
(“**NOHFC**”)

A N D: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**
a municipality existing under the laws of Ontario
(the “**Recipient**”)

WHEREAS the Recipient wishes to obtain financial assistance from NOHFC to carry out the Event;

AND WHEREAS NOHFC wishes to provide financial assistance towards the Eligible Costs of the Event in the form of a conditional contribution subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Interpretation

1.1. This agreement, together with:

Schedule A – Event Details;

Schedule B – Request for Disbursement (Advance); and

Schedule C – Reimbursement Form and Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(the or this “**Agreement**”) constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

(a) “**Advance Funds**” has the meaning given to it in Section 4.3;

(b) “**Contribution**” means the conditional contribution payable by NOHFC to the Recipient in accordance with this Agreement;

(c) “**Effective Date**” means the date this Agreement is signed by NOHFC;

(d) “**Eligible Costs**” means the costs paid by the Recipient for the purpose of carrying out the Event for which NOHFC may provide the Contribution and that are (i) incurred by the Recipient between **June 9, 2023** and the expiry or termination of the Agreement; (ii) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Event; (iii) limited to the amount and the Event cost categories listed in the row labelled “A.” in the Event Costs Chart including any explanatory notes thereto; (iv) not Ineligible Costs; and (v) net of any costs (including taxes)

for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund;

- (e) **“Event”** means the event described in Schedule A;
- (f) **“Event Costs Chart”** means the chart of Event costs set out in Section 1 of Schedule C;
- (g) **“Event Period”** means **September 17-18, 2023**;
- (h) **“Funding Arrangements Chart”** means the chart of funding arrangements set out in Section 2 of Schedule C;
- (i) **“Ineligible Costs”** means:
 - (i) on-going operational costs of the Recipient, except to the extent that such costs are directly incurred in carrying out the Event, as may be determined by NOHFC in its sole discretion,
 - (ii) costs related to travel, meals or accommodations for any attendees of the Event,
 - (iii) costs related to alcohol, awards or gifts for any participants or attendees of the Event, and
 - (iv) all other Event costs that are not Eligible Costs;
- (j) **“Maximum Funds”** means the maximum amount payable to the Recipient under this Agreement, which is the lesser of:
 - (i) the NOHFC Percentage of Eligible Costs, and
 - (ii) **\$11,820**;
- (k) **“NOHFC Percentage”** means **30%**;
- (l) **“Northern Ontario”** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;
- (m) **“Provincial Entity”** means His Majesty the King in right of Ontario or any “public entity” (as defined in the *Financial Administration Act* (Ontario));
- (n) **“Reimbursement Form and Final Report”** means the form set out in Schedule C, which shall include all transactions paid with any Advance Funds, if applicable, together with a copy of the final agenda for the Event, a copy of Schedule B (if the Recipient received any Advance Funds), a summary of evaluations submitted by the Event attendees (if applicable), and a statement of revenues and expenses for the Event (which must distinguish between cash and in-kind expenses);
- (o) **“Related Party”** includes any shareholder, director, officer, or employee of the Recipient, any individual related by blood, adoption, or marriage to any such person (each, a **“Person”**), or any other person or business entity not dealing at arms’ length with any such Person, as determined by NOHFC; and
- (p) **“Request for Disbursement (Advance)”** means the form set out in Schedule B.

1.3. For the purpose of interpretation:

- (a) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and

(b) any reference to dollars or currency shall be to Canadian dollars or currency.

2. Term

- 2.1. The term of this Agreement shall commence as of the Effective Date and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of a completed and duly executed Reimbursement Form and Final Report (in form and substance satisfactory to it); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

3. Event

- 3.1. The Recipient shall carry out and complete the Event during the Event Period.
- 3.2. The Recipient shall not make any changes to the Event or the Event Period without the prior written consent of NOHFC. The Recipient shall promptly notify NOHFC of any actual or possible material change to the Event, or any actual or possible change to the Event Period, the Event Costs Chart or the Funding Arrangements Chart.
- 3.3. The Contribution shall be acknowledged by the Recipient in any publication and media of any kind, written, oral or visual, relating to the Event, in a form approved by NOHFC, unless NOHFC directs otherwise. Any such publication must indicate that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 3.4. Where the Event is held in-person, at NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge the Contribution in conspicuous and visually unobstructed locations at the Event, as approved by NOHFC. Where the Event is held virtually, at NOHFC's request, the Recipient shall display NOHFC's visual identity in order to digitally acknowledge the Contribution, and the format and placement of NOHFC's visual identity must be approved by NOHFC.

4. Contribution

- 4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Recipient for Eligible Costs up to the amount of the Maximum Funds.
- 4.2. NOHFC shall have no obligation to provide any disbursement of the Contribution to the Recipient until after the Event is complete and until the Recipient has submitted the following (in form and substance satisfactory to NOHFC):
- (a) a completed and duly executed Reimbursement Form and Final Report;
 - (b) copies of invoices or such other documentation evidencing costs incurred relating to the Eligible Costs claimed in the submitted Reimbursement Form and Final Report for any purchase exceeding \$500, or for any purchase of goods or services acquired from a Related Party;
 - (c) copies of cancelled cheques and/or such other documentation evidencing payment by the Recipient of the Eligible Costs claimed in the submitted Reimbursement Form and Final Report for any purchase exceeding \$500 that was paid in cash, and for any purchase of goods or services acquired from a Related Party;
 - (d) if requested by NOHFC, copies of invoices or such other documentation evidencing costs incurred and/or copies of cancelled cheques or such other documentation evidencing payment by the Recipient relating to any other Eligible Costs claimed in a submitted Reimbursement Form and Final Report; and
 - (e) any other information, including accounts, data, and projections, as NOHFC may request from

time to time.

- 4.3. Notwithstanding the foregoing, at the Recipient's request, NOHFC may, in its sole discretion, disburse to the Recipient up to 50% of the Contribution in advance of the Recipient incurring Eligible Costs, provided that NOHFC has received a completed and duly executed Request for Disbursement (Advance) from the Recipient in form and substance satisfactory to NOHFC. If NOHFC provides funds to the Recipient in advance (the "**Advance Funds**"), NOHFC will not make any further disbursement of the Contribution until the Recipient has submitted a completed and duly executed Reimbursement Form and Final Report, in form and substance satisfactory to NOHFC, showing, among other things, that the Recipient spent the Advance Funds solely on Eligible Costs, together with evidence satisfactory to NOHFC in accordance with the terms of the provisions set out in Sections 4.2 (b), (c) and (d) above relating to the Eligible Costs paid with the Advance Funds. If NOHFC provides Advance Funds to the Recipient in accordance with this Section 4.3, the remaining portion of the Contribution will be disbursed in accordance with Section 4.2 above.
- 4.4. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient. Notwithstanding the foregoing, NOHFC may, in its sole discretion, issue a cheque in the Recipient's name as an alternative to the electronic deposit of funds.
- 4.5. If the Recipient acquires goods and services with the Contribution, it will do so through a process that promotes the best value for money.
- 4.6. Travel, meal, and accommodations costs may only be recognized as Eligible Costs to the extent that such costs: (i) do not exceed any rate limits set out under Ontario's *Travel, Meal and Hospitality Expenses Directive* as amended or replaced from time to time; and (ii) would otherwise be reimbursable under the principles in that Directive. For clarity, travel, meals and accommodations costs for attendees of the Event are Ineligible Costs.
- 4.7. The Recipient shall not, without NOHFC's prior written consent, during the term of the Agreement and for three years after the end of the Event Period, sell, lease or otherwise dispose of, or store or move to any location outside of Northern Ontario, any assets purchased with the Contribution or for which the Contribution was provided, the cost of which exceeded \$10,000 at the time of purchase.
- 4.8. The Recipient shall notify NOHFC if the Recipient receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Recipient.
- 4.9. If the Recipient for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Recipient to NOHFC in accordance with Section 12.1 of this Agreement.
- 4.10. The Recipient will carry out the Event and use the Contribution without a conflict of interest. The Recipient will disclose to NOHFC, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest, and comply with any terms and conditions that NOHFC may prescribe as a result of the disclosure.

5. Reports

- 5.1. The Recipient shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):
 - (a) a Reimbursement Form and Final Report within 180 days of the end of the Event Period; and
 - (b) any other information, including accounts, data, and projections, as NOHFC may request from time to time.

6. Conditions Precedent to Disbursement

- 6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):
- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
 - (b) the Recipient shall have provided written evidence that the funds from the other funders (not including the Recipient) set out in the Funding Arrangements Chart necessary to complete the Event have been committed;
 - (c) the Recipient shall have provided resolutions of the Recipient or other documentation, as applicable, in form and substance satisfactory to NOHFC, confirming support for the Event by committing funds to the Event, and committing to pay cost overruns of the Event; and
 - (d) NOHFC shall have received a completed electronic funds transfer information form authorizing NOHFC to deposit the funds into the Recipient's designated bank account by way of electronic funds transfer.
 - (e)

7. Representations, Warranties, and Covenants

- 7.1. The Recipient represents, warrants, and covenants that:
- (a) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
 - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
 - (c) all information provided in, or in support of, the Recipient's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects; and
 - (d) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time.

8. Default

- 8.1. Each of the following constitutes an "**Event of Default**" under this Agreement:
- (a) if the Recipient becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors;
 - (b) an order is made, or resolution passed, for the winding up of the Recipient, or the Recipient is dissolved or, in the sole opinion of NOHFC, the nature of the Recipient's operations change such that the Recipient no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;

- (c) the Recipient ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Recipient has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Recipient's application for funding, in a Request for Disbursement (Advance) or in a Reimbursement Form and Final Report, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Recipient's application for funding) by, or on behalf of, the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Recipient breaches any covenant, or any other term or condition of this Agreement;
- (g) the Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;
- (c) cancel all further disbursements of the Contribution;
- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Recipient;
- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Recipient acknowledges that NOHFC may consider the Recipient's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Recipient or a Related Party for NOHFC funding.

9. Records and Monitoring

- 9.1. The Recipient shall maintain, for a period of 7 years after the creation thereof, all records and documents (both financial and non-financial, including invoices, books of account, and evidence of payment) relating to this Agreement, the Event, and the Contribution in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives, or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Recipient and during normal business hours, enter upon the Recipient's premises or the Event premises to review the progress of the Event and the Recipient's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
 - (a) inspect and copy the records and documents referred to above; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Contribution and/or the Event.

- 9.3. To assist in respect of the rights set out above, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General of Ontario may request and the Recipient shall provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content and address:
- (a) the Contribution received to date;
 - (b) Eligible Costs of the Event incurred by the Recipient to date;
 - (c) whether the Eligible Costs of the Event were incurred in accordance with this Agreement; and
 - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.
- 9.6. No provision of the Agreement shall be construed to give NOHFC any control whatsoever over the Recipient's records or documents.

10. Indemnity and Insurance

- 10.1. The Recipient shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with this Agreement or otherwise in respect of the Recipient or the Event.
- 10.2. The Recipient represents and warrants that it has, and shall maintain throughout the duration of the Event and the term of this Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person in the business of holding similar events with similar activities would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation or material change.

- 10.3. The Recipient shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 10.4. Without limiting the terms of Subsection 7.1(d), if the Recipient is subject to the *Workplace Safety and Insurance Act, 1997*, the Recipient shall at all times throughout the duration of the Event and the term of this Agreement pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

11. Termination on Notice

- 11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Recipient.
- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

12. Repayment and Set Off

- 12.1. If the Recipient owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Recipient is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Recipient under this Agreement and to reduce the total amount of the Contribution payable to the Recipient by such amount.

13. Acknowledgements

- 13.1. The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Event or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Recipient is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Recipient shall not take any actions that could establish or imply such a relationship.
- 13.3. The Recipient is responsible for any cost overruns related to the Event.

14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

| | NOHFC | RECIPIENT |
|------------------------|--|--|
| Full Legal Name | Northern Ontario Heritage Fund Corporation | THE CORPORATION OF THE CITY OF TEMISKAMING SHORES |
| Address | 70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8 | 325 Farr Drive, PO Box 2050 Haileybury, Ontario P0J 1K0 |
| Contact Name | John Guerard | James Franks |
| | Executive Director | Economic Development Officer |
| Facsimile | 1 (705) 945-6701 | |
| E-mail | NOHFC.FinancialServicesUnit@ontario.ca | jfranks@temiskamingshores.ca; municipality@temiskamingshores.ca |

- 14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

15. Other Terms and Conditions

- 15.1. The rights and obligations of the Recipient under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.
- 15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Recipient indicates its acceptance of the amendments by return e-mail.
- 15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Recipient shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.
- 15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.
- 15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.6. The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.
- 15.8. The provisions of this Agreement marked as Article 1, Section 3.3, Section 3.4, Section 4.5, Section 4.7, Section 4.8, Section 4.9, Section 4.10, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

[Signature page follows]

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Date: _____

Name: John Guerard
Title: Executive Director

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date: _____

Name:
Title:

Name:
Title:

I/We have authority to bind the Recipient.

SCHEDULE A EVENT DETAILS

Event name: Feast on the Farm

Event date: September 17-18, 2023

Event location: Earlton

Event description:

The recipient will host Feast on the Farm, a 2-day event that brings chefs, purveyors, and food lovers together in Bison du Nord's farm setting.

Day 1 is "Consumer Day," which will host up to 100 people at a 3-hour luncheon, where they will enjoy local food options and can interact with chefs preparing the meals.

Day 2 is "Industry Day," which provides training for local restaurants and purveyors.

The applicant has retained Culinary Tourism Alliance (CTA) to administer and market the project and bring experts to provide on-site training to 30 northern Ontario chefs, producers, and staff to ensure the food service industry has up-to-date and best-practice training in the marketplace.

**SCHEDULE B
REQUEST FOR DISBURSEMENT (ADVANCE)**

*Please note: Submission of this form is **optional** and only required if you wish to request a disbursement of funds in advance of incurring Eligible Costs, which request cannot exceed 50% of the Contribution.*

TO: Northern Ontario Heritage Fund Corporation ("**NOHFC**")

FROM: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "**Recipient**")

RE: Conditional contribution agreement between NOHFC and the Recipient for NOHFC File Number 7600140 (the "**Agreement**")

1. The Recipient hereby requests a disbursement (advance) from NOHFC in the amount of \$_____, which, to the extent provided by NOHFC, are considered the "Advance Funds".
2. The Recipient hereby acknowledges that it is obligated to spend all Advance Funds solely on Eligible Costs. The Recipient further acknowledges that it is obligated to record how the Advance Funds were spent in its Reimbursement Form and Final Report and submit the necessary documentation evidencing costs incurred and paid in relation to Eligible Costs paid with the Advance Funds, in accordance with the terms of the Agreement.
3. The Recipient hereby certifies that, as of the date hereof:
 - a. there have not been any changes to the Event, the Event Period, the Event Costs Chart or the Funding Arrangements Chart;
 - b. the representations and warranties set forth in the Agreement are true and correct in all material respects;
 - c. no Event of Default has occurred and is continuing; and
 - d. all of the information provided in this Request for Disbursement (Advance) form is true, accurate and complete.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date: _____

Authorized Signature: _____

Print Name: _____

Print Title: _____

Authorized Signature: _____

Print Name: _____

Print Title: _____

I/We have authority to bind the Recipient.

SCHEDULE C REIMBURSEMENT FORM AND FINAL REPORT

TO: Northern Ontario Heritage Fund Corporation ("NOHFC")

FROM: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Recipient")

RE: Conditional contribution agreement between NOHFC and the Recipient for NOHFC File Number 7600140 (the "Agreement")

Instructions: Please review this form, complete sections 3 and 4, and have the form signed by duly authorized signatories of the Recipient. The following documents **MUST** be attached to this form:

- A copy of the final agenda for the Event
- A copy of Schedule B (if Advance Funds were received)
- A summary of evaluations submitted by the Event attendees (if applicable)
- A statement of revenues and expenses for the Event (which must distinguish between cash and in-kind expenses)

1. Event Costs Chart

| | Event cost category | Eligible Costs** | Ineligible Costs | Total costs |
|----|--|------------------|------------------|-----------------|
| A. | <ul style="list-style-type: none"> • Venue & Event Rental, Photography, Chef, Speakers, Entertainment, Promotional Materials, Carbon Offset Program & Event Management and Marketing • Other costs that are, in NOHFC's sole discretion, directly related to the Event and necessary for the successful completion of the Event, provided those costs have been approved by NOHFC in writing | \$39,400 | \$0 | \$39,400 |
| | Total: | \$39,400 | \$0 | \$39,400 |

2. Funding Arrangements Chart

| Funding source | Financing type | Event cost category | Eligible Costs | Ineligible Costs | Total funding |
|---|--------------------------|---------------------|-----------------|------------------|-----------------|
| NOHFC | Conditional contribution | Eligible Costs | \$11,820 | \$0 | \$11,820 |
| Recipient | Cash | All Costs | \$6,180 | \$0 | \$6,180 |
| Destination Northern Ontario | Conditional Contribution | All Costs | \$15,000 | \$0 | \$15,000 |
| Ticket Sales | Cash | All Costs | \$6,400 | \$0 | \$6,400 |
| | Total: | | \$39,400 | \$0 | \$39,400 |
| NOHFC % of total Eligible Costs: | | | 30% | | |

3. Detailed List of Transactions

Aside from any Advance Funds, NOHFC funding is provided on a cost reimbursement basis and NOHFC will only consider **one** request for reimbursement. As a result, you must record all Eligible Costs for the Event in the table below, including those paid with Advance Funds (if any) and those now being claimed for reimbursement in connection with the Event.

In order to initiate reimbursement of Eligible Costs, please complete the table below and submit this form to NOHFC, along with the following:

- (a) copies of invoices or such other documentation evidencing costs incurred relating to Eligible Costs claimed for any purchase exceeding \$500, or for any purchase of goods or services acquired from a Related Party; and
- (b) copies of cancelled cheques and/or such other documentation evidencing payment by the Recipient of Eligible Costs claimed for any purchase exceeding \$500 that was paid in cash, or for any purchase of goods or services acquired from a Related Party.

In accordance with the Agreement, NOHFC has the right to request copies of invoices or such other documentation evidencing costs incurred and/or copies of cancelled cheques or such other documentation evidencing payment by the Recipient of any Eligible Costs claimed in this Reimbursement Form and Final Report. If any such further documentation is requested, please provide such documentation so your request for reimbursement can be assessed.

NOTE: Additional rows can be added depending on the number of transactions.

| Eligible Cost Category | Date of Invoice | Name of Supplier | Description of Item/Service Purchased | Invoice No. | Eligible Costs (net of HST) | Payment Ref. No. | <u>Internal Use Only</u> Reconciled |
|---|-----------------|------------------|---------------------------------------|-------------|-----------------------------|------------------|--|
| | | | | | | | |
| | | | | | | | |
| A. Total Actual Eligible Costs | | | | | \$ | | |
| B. NOHFC Percentage of Eligible Costs | | | | | 30% | | |
| C. Total Contribution Amount <i>Insert the lesser of (AxB) and [approval amount]</i> | | | | | | | |
| D. Less First Disbursement (Advance) Already Received <i>Insert amount of Advance Funds received; ref. Schedule B</i> | | | | | | | |
| TOTAL AMOUNT TO BE REIMBURSED <i>Insert (C-D)</i> | | | | | | | |

4. **Final Report on Event (please complete sections a, b and c below)**

a. People attended the Event (please choose one option from the list below):

- ☐ In-Person
- ☐ Virtually
- ☐ Both In-Person & Virtually

b. Number of people attending the Event:

| DESCRIPTION | FORECAST | ACTUAL |
|---------------------|----------|--------|
| In-Person Attendees | 100 | |
| Virtual Attendees | | |

c. Reason for the difference between the forecast and the actual number of attendees:

| |
|--|
| |
|--|

5. **Certification**

The Recipient hereby certifies that, as of the date hereof:

- a. all costs claimed in this Reimbursement Form and Final Report are Eligible Costs;
- b. the representations and warranties set forth in the Agreement are true and correct in all material respects;
- c. no Event of Default has occurred and is continuing;
- d. all of the Recipient's obligations, as set out in the Agreement, have been satisfied; and
- e. all of the information provided in this Reimbursement Form and Final Report is true, accurate and complete.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date: _____

Authorized Signature: _____

Print Name: _____

Print Title: _____

Authorized Signature: _____

Print Name: _____

Print Title: _____

I/We have authority to bind the Recipient.

**NORTHERN ONTARIO HERITAGE FUND CORPORATION
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM**


*** to deposit funds into your account***

PROJECT NUMBER: 7600140

RECIPIENT NAME (the "Recipient"): THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

| FINANCIAL INSTITUTION INFORMATION | | |
|--------------------------------------|------------------------|------------------------------|
| ACCOUNT HOLDER NAME | | |
| FINANCIAL INSTITUTION | | |
| FINANCIAL INSTITUTION ADDRESS | | |
| CITY | PROVINCE | POSTAL CODE |
| TRANSIT # 5 DIGITS | BANK # 3 DIGITS | ACCOUNT # 7-12 DIGITS |

Cheque Example:

| |
|---|
|  |
| <div style="display: flex; justify-content: space-around;"><div style="width: 33%; border-top: 1px solid black; text-align: center;">TRANSIT #</div><div style="width: 33%; border-top: 1px solid black; text-align: center;">BANK #</div><div style="width: 33%; border-top: 1px solid black; text-align: center;">ACCOUNT #</div></div> |

I hereby authorize Northern Ontario Heritage Fund Corporation to deposit funds electronically, pursuant to the loan and conditional contribution agreement or conditional contribution agreement (as the case may be) between NOHFC and Recipient, into the bank account described above.

NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

Attach one of the following displaying your legal name and account information:

- Void Cheque
- Signed or stamped bank letter

Please note:

- A signed EFT form with void cheque is required for each project before a disbursement is made.
- Payment notifications and details are issued to Recipient via automated e-mail:

E-mail Address: _____

Note: Bank counter cheques or cheques with hand written information are not acceptable.

**Please e-mail this form and a copy of a void cheque to
Northern Ontario Heritage Fund Corporation at NOHFC.FinancialServicesUnit@ontario.ca.**

The Corporation of The City of Temiskaming Shores

By-Law No. 2024-005

Being a By-Law to Adopt an RZone Policy - Respect & Responsibility for the City of Temiskaming Shores

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

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

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a 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-002-2024 at the January 16, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to adopt an RZone Policy - Respect & Responsibility for the City of Temiskaming Shores, for consideration at the January 16, 2024 Regular Council meeting.

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

1. That Council adopts an RZone Policy - Respect & Responsibility for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor 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 16th day of January, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-005

**Being a By-Law to Adopt an RZone Policy - Respect & Responsibility for the City
of Temiskaming Shores**

1. Purpose

The Corporation of the City of Temiskaming Shores is committed to fostering an environment where there is Respect for yourself; Respect for others; and Responsibility for your actions, known as RZone.

The City discourages any form of inappropriate behaviour at all City facilities, properties, City sponsored events, programs, in written or verbal communications (including email or phone), in City vehicles, Transit or at any other location where City employees are present.

The purpose of this policy is to promote a positive, safe, and supportive environment for all members of the public, staff and volunteers and outlines the measures and enforcement steps to be taken to address inappropriate behaviour.

The RZone enforces zero tolerance of inappropriate behaviour and action, violence and vandalism at all City facilities, properties, City sponsored events, programs, in writing or verbal communications (including electronic and telephone), or any other location where City staff are performing work.

Included in this commitment is an understanding that organizations and the public using City property, facilities and programs must take primary responsibility for the behaviour of all associated with them to include participants, officials, spectators, patrons, parents, volunteers, etc.

2. Definitions

- 2.1 **RZone**: An environment of **Respect** for yourself and others, and **Responsibility** for one’s action for all City facilities, properties, City sponsored events, programs, in written or verbal communications (including email or phone), in City vehicles, or at any other location where City employees are present.
- 2.2 **Members of the Public**: May include those attending an event and/or a city facility, and includes patrons, guests, clients, visitors, spectators, coaches, officials, players, members, parents, volunteers, invitees, participants, and users.
- 2.3 **Notice**: Where there has been a violation of this procedure, a letter of notice will be issued to the identified individual providing details of the specific behaviour that is not tolerated and any Action to Be Taken.

3. Scope

This policy applies to all members of the public and employees at all City facilities, properties, City sponsored events, programs, in written or verbal communications (including email or phone), in City vehicles, or at any other location where City employees are performing work.

No form of vandalism, violence, indecency, including viewing, producing, or exhibiting, lewd, illegal, or offensive materials are acceptable on properties, transit or in facilities

4. Responsibilities

It is the responsibility of all employees to be familiar with this policy and to always adhere to this policy.

Supervisors/Managers/Department Heads shall ensure that their respective employees are familiar with the provisions of this policy and are responsible for addressing any situation where staff or the public are at risk within our workplace environments.

The City Manager shall ensure that all employees are familiar with the provisions of this policy.

5. Procedure

Staff are not expected to put themselves at risk or jeopardize anyone’s safety when dealing with any real or perceived situation.

If at any time, employees feel threatened, they are to call the Ontario Provincial Police (OPP) for assistance.

Inappropriate behaviour or actions for the purpose of this procedure includes, but is not limited to, the following behaviours:

- a. Aggressive or intimidating approaches to another individual (verbal assault including profanity, rude or inappropriate language)
- b. Threats (verbal & physical)
- c. Attempts to goad or incite anger in others
- d. Throwing of articles in a deliberate or aggressive manner
- e. Physical striking of another individual
- f. Theft of property
- g. Possession of weapons

- h. Illegal consumption of alcohol or drugs
- i. Racial, ethnic or other personal slurs
- j. Contravention of city by-laws, policies, or procedures
- k. Vandalism (deliberate destruction, damage or defacing of property owned or leased through the city)
- l. Harassment (engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome)

Unreasonable behaviours for the purpose of this policy include, but not limited to the following:

- a. Refusing to specify the grounds of a complaint despite offers of assistance.
- b. Substantially changing the basis of the complaint/request as the matter is under review.
- c. Denying or changing statements as the matter is under review.
- d. Covertly recording proceedings or conversations without authorization or approval.
- e. Submitting falsified documentation.
- f. Making excessive demands on the time and resources of staff with lengthy phone calls, e-mails, requests, etc.
- g. Refusing to accept a decision and repeatedly arguing points with no new evidence.
- h. Persistently approaching the Corporation through different staff or routes about the same issue.
- i. Causing distress to staff; this could include hostile, abusive or offensive language or an unreasonable fixation on an individual staff member.
- j. Making unjustifiable complaints about staff.
- k. Refusal to follow the rules established by the City for use of its facilities.

Vexatious or frivolous requests for the purpose of this policy include, but not limited to the following:

- a. Submission of excessive requests with high volume and frequency of contact.
- b. Requests for information the requester has already seen or clear intention to reopen the matter or issue that has already been considered.
- c. Where complying with the request would impose a significant burden on the Corporation in terms of expense, and negatively impact our ability to provide services to others.
- d. Where the requester states that the request is intended to cause inconvenience, disruption, or annoyance.

- e. Harassing the Corporation; this could include a high-volume frequency of correspondence, accusations, or complaints.

If the nature of an issue is known in advance to be contentious (at a meeting, event, or any other location where City staff is present) staff is to alert the police. Depending on the nature of the issue, management may request the attendance of the police.

This procedure is designed to provide members of the public, staff, and volunteers with a positive approach to promoting appropriate behaviour and actions. It is NOT the expectation that members of the public, staff or volunteers put themselves at risk or jeopardize anyone’s safety when dealing with any perceived or real situation.

Ontario Provincial Police

Non-emergency contact 1-888-310-1122

Emergency contact 9-1-1

6. Reporting

Where an employee is directly involved or has witnessed an incident

When instances of inappropriate behaviour or actions occur, staff shall act accordingly:

1. Report acts of inappropriate behaviour to your immediate supervisor/manager or designate.
2. Without jeopardizing anyone’s safety, and if it is safe to do so, advise the identified individual(s) to stop the activity immediately or they will be asked to leave (verbal warning)
3. If the individual(s) does not cooperate, inform the individual(s) that they are now trespassing, and the police will be called.
4. If the individual(s) refuse to leave, do not engage in an argument or physical confrontation, call the Police, and wait for them to arrive, ensuring you and others are in a safe location.
5. Prepare an RZone Incident Report (Appendix 01) and forward it to the appropriate Department Head within 24 hours of the Incident.

Where an employee has not witnessed an incident

When instances of inappropriate behaviour or actions are reported to staff, staff shall act accordingly:

1. Report acts of inappropriate behaviour or actions to your immediate supervisor/manager or designate immediately.
2. Prepare an RZone Incident Report (appendix A) and forward it to the appropriate Department Head within 24 hours of the Incident.

The Public

Members of the public are to report acts of inappropriate behaviour to a city staff member as soon as possible and within 24 hours of the incident.

Where an employee is receiving inappropriate written or verbal communication

When instances of inappropriate behaviour or actions occur, staff shall act accordingly:

1. Report acts of inappropriate written or verbal communication to your immediate supervisor/manager or designate.
2. Advise the individual to stop the activity immediately or you will end the communication.
3. If the individual does not cooperate, inform the individual that you are ending communication, and do not reply to any further attempts made by the individual to contact you.
4. Prepare an RZone Incident Report (Appendix 01) and forward it to the appropriate Department Head within 24 hours of the Incident.

7. Reporting Process & Notification

1. Employees will complete an RZone Incident Report (Appendix 01) and will forward it to the appropriate supervisor/manager/department head within 24 hours of the incident.
 - Depending on the severity of the inappropriate behaviour, the identified individual(s) may be temporarily banned from City facilities, properties, City sponsored events, programs, transit or from written or verbal communications (including email and phone), in City vehicles or at any other location where City employees are performing work until such time as an investigation into the incident has been completed. This determination is made by the appropriate supervisor/manager/department head.
2. Within 14 days of the incident, the Department Head will provide notice to the identified individual of the action to be taken.

3. Appropriate staff will be notified of any individual(s) who are subject to remedial action under this policy as well as the action taken.
4. The department will keep the original RZone Incident Report on file.

8. Consequences of Non-Compliance

1. Individuals who engage in any inappropriate behaviour, as defined in this procedure, may, depending on the severity, be removed immediately from the premises. A “Letter of Warning” (Appendix 03) may be sent to an individual. If necessary, a “Letter of Trespass” (Appendix 04) will be sent to the individual(s). The length of the ban will be determined by the department head or designate in consultation with the City Manager and will depend on the severity of the situation. Enforcement guidelines are referenced in Appendix 02.
2. In addition to any other measures taken, where any damage to City Property has occurred, the individual(s) responsible will be required to reimburse the City for all costs associated with any repairs, an administration fee as well as any lost revenues during the repair of the damage.

9. Appeal Process

1. If an individual wishes to appeal any action taken by the City, the individual may present their case in writing to the City Manager within 14 days of the decision.
2. The City Manager (or designate) will review the appeal along with the Department Head of the Department Involved for a discussion and final decision.

References - Enforcement Guidelines (attached)

Related Policies:

Harassment in the Workplace Prevention Policy By-law 2010-082

Violence in the Workplace Prevention Policy By-law 2010-068

Harassment and Violence in the Workplace Prevention Program By-law 2010-126

Appendix 1 – Rzone Incident Report



RZone Incident Report

The personal information collected on this form is collected under the authority of the Municipal Act, 2001 S.O.2001, c.25 and will be used for incident reporting, processing, and management. Questions about this collection should be addressed to the Clerk at 325 Farr Drive, Haileybury ON P0J 1K0. Tel: 705-672-3363 ext. 4136.

Individual Reporting Details

| | | |
|-----------|----------------|----------------------------|
| Name | Position | Date incident was reported |
| Phone No. | E-mail address | Department |

Incident information

| | | | | | |
|------|------|-----------------------------|-----------------------------|----------|---|
| Date | Time | AM <input type="checkbox"/> | PM <input type="checkbox"/> | Location | Police called Yes <input type="checkbox"/> No <input type="checkbox"/> |
|------|------|-----------------------------|-----------------------------|----------|---|

Participants involved

Complainant ☐ Same as person making report

| | | |
|---------|--------|----------------------|
| Name | E-mail | Daytime phone number |
| Address | | |

Respondent

| | | |
|---------|--------|----------------------|
| Name | E-mail | Daytime phone number |
| Address | | |

If there are more participants involved, please attach extra pages.

Type of incident (check all that apply)

- ☐ Harassment
- ☐ Physical assault/harm
- ☐ Possession of weapons
- ☐ Theft of property
- ☐ Threats
- ☐ Use of alcohol and/or drugs
- ☐ Vandalism
- ☐ Verbal assault
- ☐ Other, please specify:

| Detailed Description of the incident | | |
|--|----------------------|---------|
| | | |
| Other relevant information | | |
| | | |
| Other parties | | |
| Was anyone else made aware of the incident? If so, who? | | |
| Name | Daytime phone number | Address |
| Notified via: <input type="checkbox"/> In person <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other, specify: | | |
| Name | Daytime phone number | Address |
| Notified via: <input type="checkbox"/> In person <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other, specify: | | |
| If there are more individuals who have been made aware, please attach extra pages. | | |
| Witnesses of the incident | | |
| Name | Phone | E-mail |
| Address | | |
| Name | Phone | E-mail |
| Address | | |
| If there are more witnesses involved, please attach extra pages. | | |
| Send completed report to: Attn: Zone, City Hall, 325 Farr Drive, Haileybury, ON P0J 1K0 - Confidential - | | |

For City Use Only

Action(s) taken:

☐ Verbal warning Date: _____

☐ Letter of warning Date: _____

☐ Trespass notice Date: _____

Appeal

Appeal started Date: _____

Outcome: _____

File closed Date: _____

Name/ Title: _____

Signature: _____

Appendix 2 - RZone Respect & Responsibility Enforcement Guidelines



RZone Respect & Responsibility Enforcement Guidelines

The following chart represents guidelines and consequences for acts of inappropriate behaviour at all City facilities, properties, City sponsored events, programs, in written or verbal communications (including email or phone), in City vehicles, Transit or at any other location where City employees are present.

It is understood that these guidelines do not include all types of behaviour, that each incident will be reviewed based on the information available, and that consequences outlined below are guidelines that may be adjusted to reflect conduct and or actions.

Depending on the severity of the inappropriate behaviour, time banned may be subject to include all City facilities, properties, City sponsored events, programs, in written or verbal communications (including email or phone), in City vehicles, Transit or at any other location where City employees are present.

Action will be taken where necessary.

| Incident | First Occurrence | Second Occurrence | Any Subsequent Occurrence |
|--|---------------------|--|---|
| Aggressive or intimidating approaches to another individual (verbal assault) Attempts to goad or incite anger in others | Warning letter | Minimum 3-month ban and review to determine if further consequences are warranted. | Minimum 1-year ban and review to determine if further consequences are warranted |
| Threat Harassment | Minimum 3-month ban | Minimum 6-month ban and review to determine if further consequences are warranted | Minimum 3-year ban and review to determine if further consequences are warranted. |

| Incident | First Occurrence | Second Occurrence | Any Subsequent Occurrence |
|--|--|--|---|
| Throwing of articles in a deliberate or aggressive manner Physical striking of another individual Illegal consumption of alcohol or drugs Possession of weapons | Minimum 6-month ban | Minimum 1-year ban and review to determine if further consequences are warranted. | Minimum 3-year ban and review to determine if further consequences are warranted. |
| Vandalism to building or property/theft | Minimum 1-month ban plus payment of repair costs and 20% administration fee. | Minimum 6-month ban plus payment of repair costs and 20% administration fee and review to determine if further consequences are warranted. | Minimum 3-year ban plus payment of repair costs and 20% administration fee and review to determine if further consequences are warranted. |

Appendix 3 – Letter of Warning Template



Date

Individual's Name

Address

Delivered by Registered Mail

Dear _____,

RE: Inappropriate Behaviour Incident, City of Temiskaming Shores

The City of Temiskaming Shores has implemented an RZone Policy and procedure to promote a safe environment for all members of the public, staff, and volunteers. The “R” in RZone stands for Respect for yourself; Respect for Others; and Responsibility for your actions.

The RZone enforces a zero tolerance of inappropriate behaviour and action, violence and vandalism at all City facilities, properties, transit service, City sponsored events, programs, in written or verbal communications (including email and phone), in City vehicles or any other location where City staff are present.

This is to advise you that your behaviour on the ____ day of _____, 20____ at

_____(location) is in violation of our RZone Policy and in particular, your conduct in

(description of incident)

Any future incidents of this nature will not be tolerated.

For your reference, a copy of the City of Temiskaming Shores RZone Policy is enclosed. If you have any questions or require any additional information, please do not hesitate to contact me.

Regards,

Name, Title, Department

Appendix 4 – Notice of Trespass Template



Date

Individual's Name
Address

Delivered by Registered Mail

Dear _____,

RE: Inappropriate Behaviour Incident, City of Temiskaming Shores

The City of Temiskaming Shores has implemented an RZone Policy and procedure to promote a safe environment for all members of the public, staff, and volunteers. The “R” in RZone stands for Respect for yourself; Respect for Others; and Responsibility for your actions.

The RZone enforces a zero tolerance of inappropriate behaviour and action, violence and vandalism at all City facilities, properties, transit service, City sponsored events, programs, in written or verbal communications (including email and phone), in City vehicles or any other location where City staff are present.

This letter is to advise you that we have reviewed the incident which you were involved in on the ____ day of _____, 20____ at _____ and your (location) conduct in _____

(description of incident)

is in violation of our RZone Policy and in particular, your conduct in _____
_____(description of incident)

Based on the review of the incident, you are hereby given notice pursuant to the Trespass to Property Act, R.S.O. 1990, C. T.21, that we are issuing you _____ month/days ban, effective _____ from _____.
(date) (Locations)

If you enter onto any of these premises it will be considered trespassing, and we will request you to leave the premises. If necessary, the Police will be involved to enforce this trespass notice.

For your reference, a copy of the City of Temiskaming Shores RZone Policy is enclosed. You have fourteen (14) days to appeal this suspension in writing to the City of Temiskaming Shores. Your appeal will be reviewed, and the decision will be final.

Regards,

Name, Title, Department