



The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, January 16, 2024 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Agenda

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

None

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 001-2024-PW – 2024 Roads Program

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2024-PW;

That Council directs staff to release the Request for Tender for the 2024 Roads Program, based on the roads identified within budget estimates; and

Further that Council directs staff to prepare an administrative report for consideration at the March 5, 2024 Committee of the Whole meeting.

2. Memo No. 002-2024-PW – Rate Increase for Recycling Agreement with Outside Municipalities

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2024-PW; and

That Council approves a 3.6 percent rate increase to the surrounding municipalities for the acceptance of recyclable materials at the Spoke

Transfer Station from \$331.77/tonne to \$343.71/tonne effective January 1, 2024.

3. Memo No. 003-2024-PW – Environmental Services Operations Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2024-PW, regarding the Environmental Services Operations Update for information purposes.

4. Memo No. 004-2024-PW – Community Network Partners Dedicated Locator Regional Project for Fibre to The Home

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2024-PW; and

That Council for the City of Temiskaming Shores confirms the G-Tel Engineering Master Services Agreement, for the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home, which commenced on January 8, 2024.

5. Administrative Report No. PW-001-2024 – Municipality Lighting Materials Services Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-001-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Product Care Association of Canada, to provide funding for lighting material collected at the annual Household Hazardous Waste Collection Event, for consideration at the January 16, 2024 Regular Council Meeting.

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 001-2024-RS – 2023 Facility Fee Waiver Summary

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2024-RS, regarding the 2023 Facility Fee Waiver Summary for information purposes.

2. Memo No. 002-2024-RS – Recreation Operations Update – January 2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2024-RS, regarding the Recreation Operations Update for the Month of January 2024 for information purposes.

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – December 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report for the month of December 2023, for information purposes.

2. Administrative Report No. PPP-001-2024 – Appointment of Volunteer Firefighter

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-001-2024; and

That Council hereby appoints Louis Belanger as Volunteer Firefighter to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 001-2024-CS – Amendment to By-law No. 2005-122 Service Delivery Program under the Line Fences Act

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2024-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2005-122, to remove Jennifer Pye as a Fence-Viewer 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.

2. Memo No. 002-2024-CS – Agreement Renewal - Integrity Commissioner Appointment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2024-CS; and

That Council hereby extends the term of the Agreement to appoint Mr. Harold G. Elston as Integrity Commissioner for the City of Temiskaming Shores, in accordance with Section 4 – Term of By-law No. 2021-186, for an additional two-year period from January 6, 2024 until January 5, 2026, under the same terms and conditions outlined in said By-law.

3. Memo No. 003-2024-CS – Shared Integrity Commissioner Services – Kirkland Lake

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2024-CS; and

That Council for the City of Temiskaming Shores agrees to extend temporary Integrity Commissioner Services with the Town of Kirkland Lake, under the same terms and conditions as outlined in the Agreement with Mr. Harold G. Elston (By-law No. 2021-186), should it be approved by the Council for the Town of Kirkland Lake, until such time that a new Integrity Commissioner has been appointed following a Request for Proposal process.

4. Administrative Report No. CS-001-2024 – Northern Ontario Heritage Fund Corporation (NOHFC) Funding for Feast ON the Farm 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-001-2024; and

That Council directs 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.

5. Administrative Report No. CS-002-2024 – RZone Policy - Respect & Responsibility for the City of Temiskaming Shores

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2024; and

That Council directs staff to prepare the necessary by-law to adopt a RZone Policy - Respect & Responsibility for the City of Temiskaming Shores, for consideration at the January 16, 2024, Regular Council Meeting.

c) New Business

None

12. 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.

13. Closed Session

None

14. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: January 16, 2024
Subject: 2024 Roads Program
Attachments: N/A

Mayor and Council:

During the 2024 budget deliberations, Council considered and approved a 2024 Roads Program budget of \$385,073. This budget estimate was developed by using previous data and an outline of municipal roads that require rehabilitation. This small dollar amount allows the Public Works department to continue the momentum of upgrading road surfaces, yet allows for additional funds to be allocated to Road Reconstruction, such as the Albert Street or finishing the Dymond Industrial park.

For this estimate roads were selected based on the Asset Management plan, pavement condition index, road use and function, approximations of Average Annual Daily Traffic, Maintenance Class Type and Operational review and records. Also, as stated previous times, below ground infrastructure is another factor in the consideration for road repairs.

The Request for Tender document has yet to be released. The tender plans to close February 21st, 2024. Roads identified based on the above and budget estimates include:

1. Golding Street – Whitewood to Broadwood
 - a. EDR, Transit Route, Dated Storm catchbasin, Run off management, PCI, Heavy Route (Wabi)
 - b. Approximately 312 m
2. Amwell Street – Rorke and Georgina
 - a. Transit Route, PCI, Sidewalk and Entrance Issues
 - b. Approximately 152 m
3. Wellington Street – Cedar to Whitewood
 - a. Emergency Route, PCI, AADT, Sewer Collapse 2022 (fixed), Taxi route
 - b. 210 m

4. Market Street
 - a. Road Use and Vulnerable community, Transit, Substantial heaving on East side.
 - b. 300 m
5. Provisional – Wilson Ave between Hwy 65 and Grant – add walking path.
 - a. Access to Transit, AADT, heavy traffic, connection to Grant (Detour)
 - b. 350 m
6. Provisional – Single lift Surface Treatment, existing roads
 - a. General maintenance, upkeep, best practice
 - b. Lump Sum \$50,000

If prices received are favorable and are aligned with what was estimated, there should be a total of 2.6 lane kilometers of road rehab completed in our community in 2024.

Note, these locations are subject to change and are dependent on unit prices received from the successful bidder. Changes may occur once prices are received, or sections may be added as funds are available. Provisional items were requested to receive unit prices on additional work such as below grade composition, as well.

The roads presented are based on careful consideration, taking into account all residents in our community. It should be noted that this list is the framework of the roads program. Roads are subject to change and additions and removals can occur at any time throughout the contract due to unforeseen circumstances.

Following a review of the submissions received through this process, staff will provide an administrative report and associated draft by-law to Council for consideration at the March 5th, 2024 Committee of the Whole meeting.

The Public Works department asks that residents are considerate when critiquing the roads selected as this is a thoughtful process that has many moving parts, limited funds and a vast territory to cover.

Thank you.

Prepared by:

Reviewed and Submitted by:

“Original signed by”

“Original signed by”

Mitch McCrank, CET
 Manager of Transportation Services

Amy Vickery, CMO
 City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: January 16, 2024
Subject: Rate Increase for Recycling Agreement with Outside Municipalities
Attachments: None

Mayor and Council:

The City has agreements with surrounding municipalities for accepting and managing recyclable materials. Phippen Waste Management transports the recycling materials for processing by GFL (formerly R& D Recycling).

Within the current multi-year agreements with Phippen Waste Management and GFL, a Consumer Price Index (CPI) increase is included on a yearly basis. For these agreements, the CPI increase is based on Ontario – All-items as published for the previous 12 calendar months in September of each year.

In past years, Council approved increases to the rate charged to outside municipalities for the acceptance of recyclable material based on the CPI increases required through contractual obligation. The current term of the agreements with outside municipalities are from January 1st to December 31st each year. Within each agreement, Council may impose a rate increase through resolution. This increase is then provided to each municipality in writing.

For 2023, the CPI from September 2022 to September 2023 for Ontario – All-items is 3.6%. As a result, staff is recommending a 3.6% increase for all agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer Station. This will result in increasing the rate of three hundred and thirty-one dollars and seventy-seven cents per tonne (\$331.77/tonne) to three hundred and forty-three dollars and seventy-one cents per tonne (\$343.71/tonne).

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: January 16, 2024
Subject: Environmental Department Update
Attachments: Appendix 01 - Water Break Summary

Mayor and Council:

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

2023 Water Break Summary

In 2023, 93 water service and watermain repairs were completed within the three distribution systems. The New Liskeard distribution system experienced 18 watermain and 52 water service repairs. The Haileybury system experienced 13 watermain and 1 water service repair with the Dymond system experiencing 1 watermain and 8 water service repairs. Appendix 01 provides a summary and year over year comparison.

Water and Sanitary Operations

Along with Winter Operations, staff continue to repair/maintain both the water and sanitary systems within the City and address issues as they arise.

Landfill Operations

The New Liskeard Landfill has been operating very well with little to no issues reported. Staff will be releasing a Request for Proposal in January 2024 to procure the services of an environmental consultant to perform the required ground/surface water and gas monitoring at both the New Liskeard and Haileybury Landfill Sites.

Capital Projects

- **ICI Water Meter Program (Carryover)** – There are approximately 20 meters remaining to be installed. These meters have been purchased and staff will make arrangements with the property owners and local plumbers to have them installed in early 2024.
- **Haileybury Water Treatment Plant Filter Rehabilitation #2 (Carryover)** – Due to a delay in shipping of the underdrain system, this project was not completed in 2023. It is anticipated that completion will take place in January of 2024.

- **Robert/Elm Pumping Station – Overflow Installation (Carryover)** – The overflow pump has been installed. The remaining items include connection to the pumping station and commissioning. Due to the freezing temperatures, it was decided by staff and the City’s consultant to postpone the commissioning until the Spring of 2024 prior to freshet.

Staff is currently developing Requests for Proposals/Quotations to procure goods and services associated with the 2024 Environmental and Solid Waste Capital Projects that were approved by Council.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Steve Burnett
Manager of Environmental Services

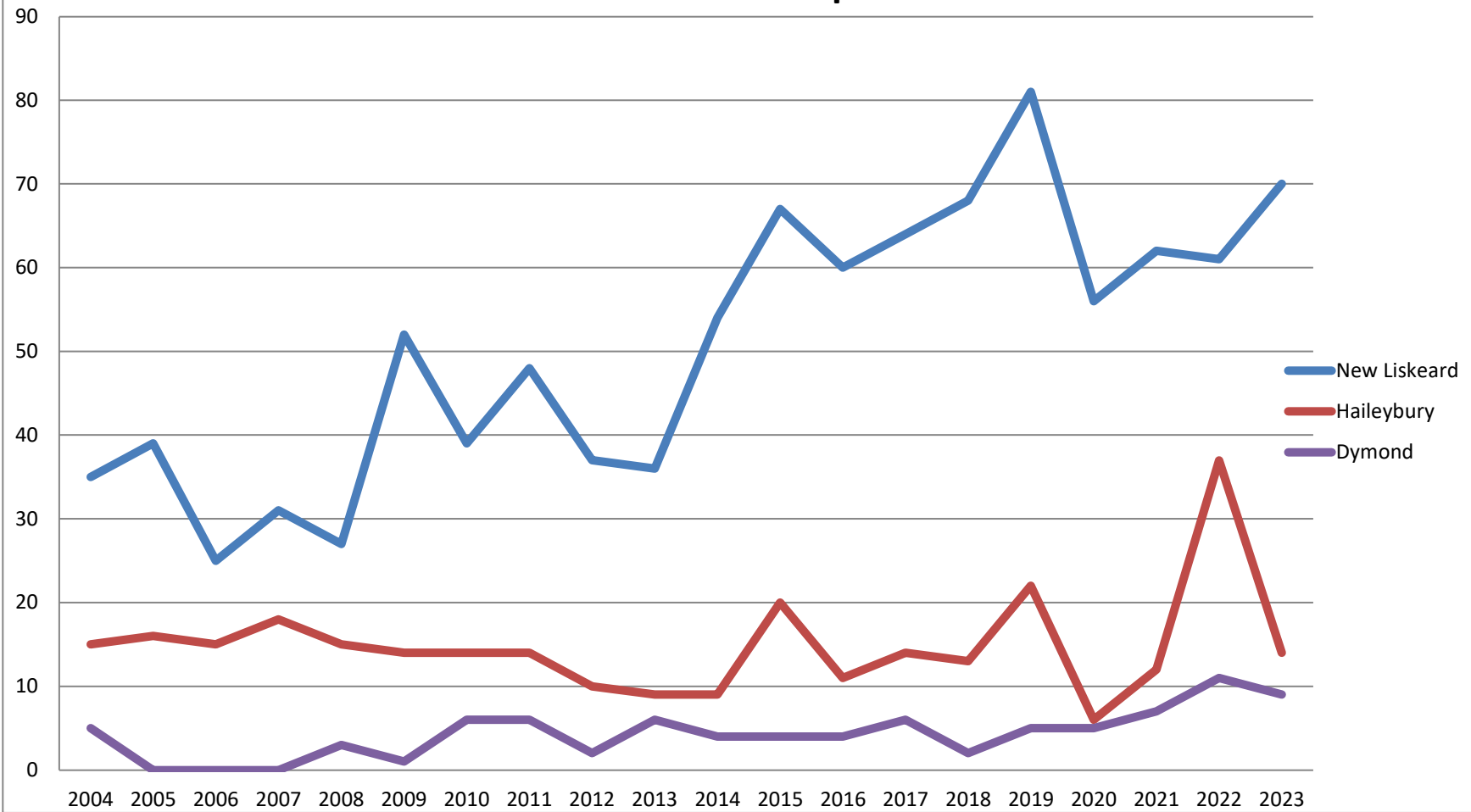
Amy Vickery
City Manager

Summary of Water Break repairs

<u>Year</u>	<u>New Liskeard</u>	<u>Haileybury</u>	<u>Dymond</u>	<u>Total</u>
1986 to 2003	220	46	11	277
2004	35	15	5	55
2005	39	16	0	55
2006	25	15	0	40
2007	31	18	0	49
2008	27	15	3	45
2009	52	14	1	67
2010	39	14	6	59
2011	48	14	6	68
2012	37	10	2	49
2013	36	9	6	51
2014	54	9	4	67
2015	67	20	4	91
2016	60	11	4	75
2017	64	14	6	84
2018	68	13	2	83
2019	81	22	5	108
2020	56	6	5	67
2021	62	12	7	81
2022	61	37	11	109
2023	70	14	9	93
Total	1012	298	86	1396

72.5%	21.3%	6.2%	100.0%
	Represents highest total		

Water Break Repairs



Water Main Breaks and Water Service Repairs

New Liskeard

Haileybury

Dymond

Year

Main

Service

Main

Service

Main

Service

2004	16	19	13	2	4	1
2005	23	16	14	2	0	0
2006	9	16	14	1	0	0
2007	13	18	16	2	0	0
2008	7	20	12	3	2	1
2009	17	35	11	3	1	0
2010	6	33	11	3	4	2
2011	9	39	12	2	2	4
2012	6	31	8	2	1	1
2013	6	30	7	2	4	2
2014	13	41	7	2	1	3
2015	12	55	18	2	2	2
2016	7	53	11	0	0	4
2017	16	48	12	2	4	2
2018	8	60	11	2	0	2
2019	16	65	19	3	1	4
2020	5	51	6	0	4	1
2021	13	49	10	2	3	4
2022	6	55	37	0	0	11
2023	18	52	13	1	1	8
2024						

Subtotal

226

786

262

36

34

52

Total

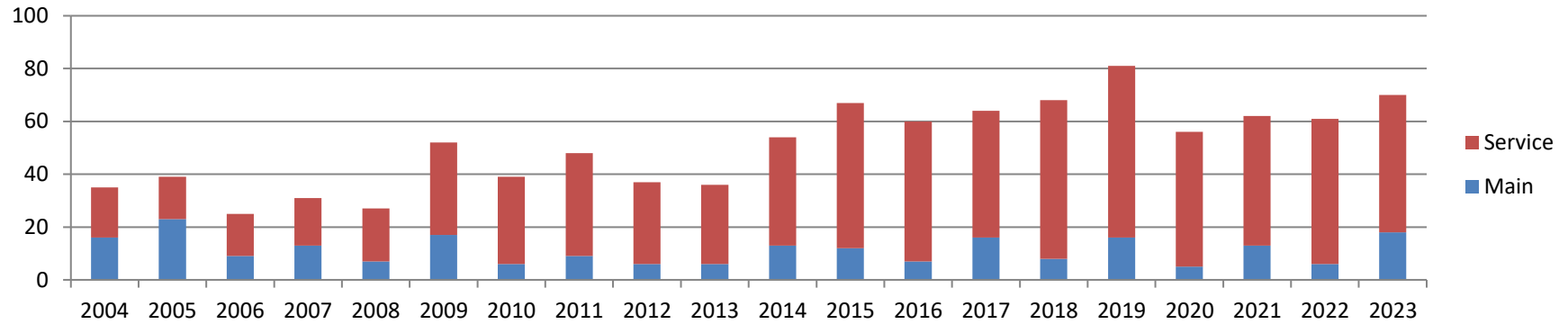
1012

298

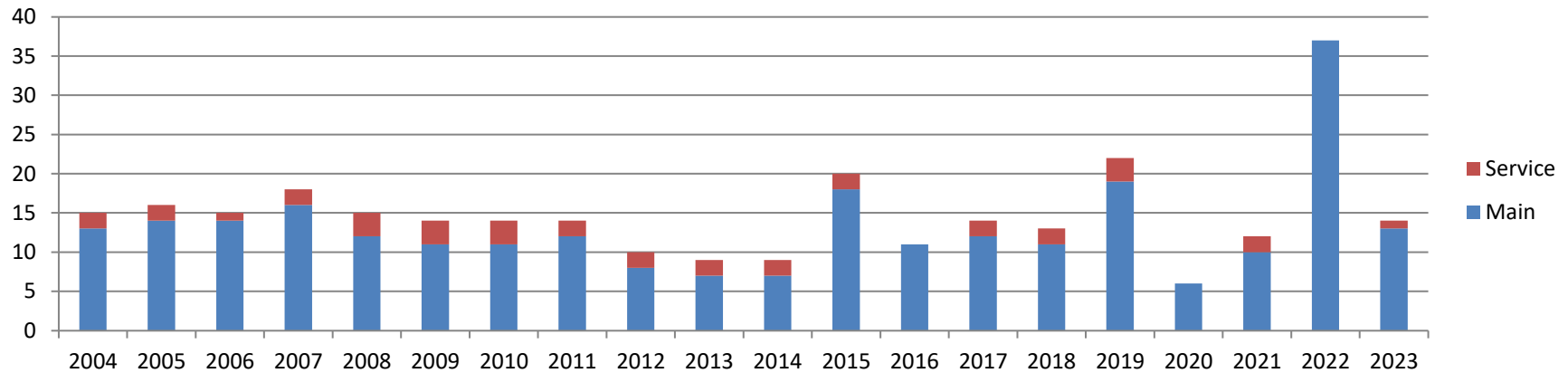
86

Represents highest total

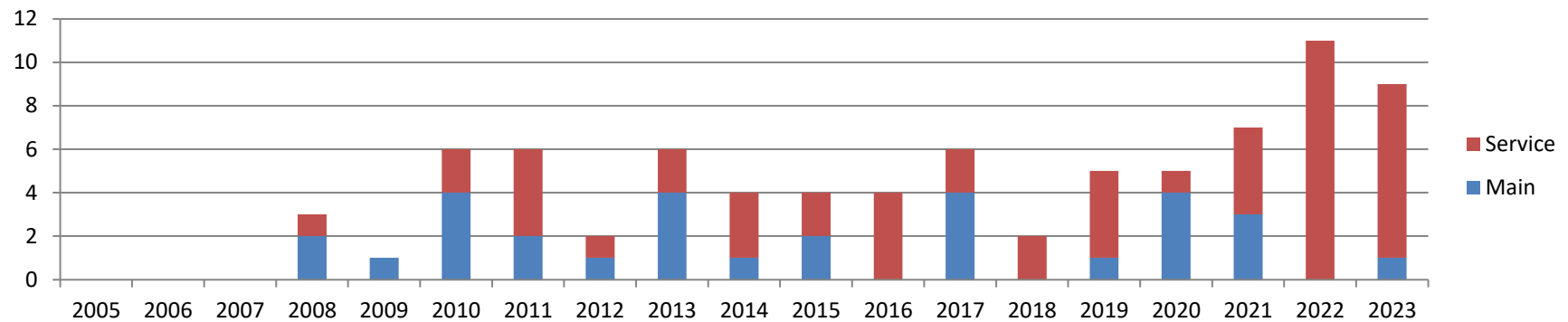
New Liskeard



Haileybury



Dymond



Memo

To: Mayor and Council
From: Jeremie Latour, Engineering Technologist
Date: January 16, 2024
Subject: Community Network Partners Dedicated Locator Regional Project for Fibre to The Home
Attachments: Appendix 01: G-Tel Master Service Agreement

Mayor and Council:

As per Memo No. 035-2023-PW presented at the December 16, 2023 Council meeting, G-Tel Engineering is the Dedicated Locator Service Provider (DLSP), for the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home, as of December 8, 2023. The DLSP is responsible for all the municipal-owned infrastructure locate requests generated by and for the project.

G-Tel Engineering entered into a Spatial GIS and Mapping Data Sharing Agreement with the City (By-law No. 2023-124), for the purpose of receiving and using City data for project purposes only. As such, G-Tel Engineering requested the execution of a master services agreement between the City of Temiskaming Shores and G-Tel Engineering to commence services effective January 8, 2024, which outlines their responsibilities.

It is recommended that Council for the City of Temiskaming Shores confirms the G-Tel Engineering Master Services Agreement, for the Community Network Partners Dedicated Locator Regional Project for Fibre to The Home, which commenced on January 8, 2024.

Prepared by:

Reviewed and Submitted by:

“Original signed by”

“Original signed by”

Jeremie Latour
Engineering Technologist

Amy Vickery, CMO
City Manager



MASTER SERVICES AGREEMENT

THIS AGREEMENT dated this **Jan. 2, 2024**, (hereinafter referred to as the "Agreement")

B E T W E E N:

G-Tel Engineering Inc., a company incorporated under the laws of the Province of Ontario, having its head office in London, in the Province of Ontario

hereinafter referred to as "G-Tel"

- and –

Corporation of the City of Temiskaming Shores

hereinafter referred to as the "Customer"

AND WHEREAS **G-Tel** agrees that the results of said Services remain confidential and the sole property of the **Customer**;

1. Services and Term

- 1.1 G-Tel shall provide the Services described in Schedule "A" of this Agreement (herein referred to as the "Services").
- 1.2 Subject to the provisions of this Agreement, this Agreement will commence on the **Jan. 8, 2024**. Contract terminates upon completion of the project or **Dec. 31, 2024**, whichever occurs first.
- 1.3 The Customer will not request any locates related to the project associated with this Master Services Agreement until the Agreement has been full executed.

2. Representations

G-Tel represents and warrants that it is fully qualified to perform the Services in accordance with the terms and conditions of this Agreement within the time period specified. The Services to be performed hereunder shall be done in proficient manner and shall conform to the highest professional standards and shall comply with all applicable laws, orders, regulations, ordinances and other rules of all lawful authorities acting within their power, including the obtaining of all permits which may be required for the performance of work under this Agreement.

3. Confidential Information

3.1 Definition

As used herein, the term "Confidential Information" shall mean all information which G-Tel, directly or indirectly, acquires from the Customer, the Administering Municipality or the Customer's suppliers concerning the technical, manufacturing, processing and business activities of the Customer or the suppliers, except information falling into one of the following categories:

- a) Information which, prior to the time of disclosure or acquisition hereunder, is lawfully in the public domain;
- b) Information which, after disclosure or acquisition hereunder, lawfully enters the public domain, except where such entry is the result of G-Tel's breach of the Agreement;
- c) Information, other than obtained from third parties, which, prior to disclosure or acquisition hereunder, was already lawfully in G-Tel's possession either without limitation on disclosure to others or which subsequently becomes free of such limitations; or
- d) Information obtained by G-Tel from a third party who is lawfully in possession of such information and not subject to contractual or fiduciary relationship with the Customer with respect to said information. G-Tel may use and disclose such information in accordance with the terms under which it was provided by such third party.

Confidential Information shall not be deemed to be within the foregoing categories merely because such information is embraced by more general information lawfully in the public domain or in G-Tel's possession.

3.2 Non-Disclosure

G-Tel will keep all Confidential Information in strictest confidence and will only disclose such information to those third parties specifically named by the Customer in writing. G-Tel represents and warrants that it will ensure that the confidentiality provisions of this Article 4 shall be binding on its employees.

3.3 Third Parties

G-Tel agrees that it will not disclose any Confidential Information to any third party nor use Confidential Information other than on the Customer's behalf except as Customer may authorize in writing.

If disclosure to a third party is so authorized, G-Tel shall enter into a Confidentiality Agreement, which shall be subject to review and approval by the Customer, with said party containing the same terms and conditions with respect to use or disclosure of Confidential Information as this article contains and naming the Customer as third party beneficiary.

G-Tel also agrees to enter into Confidentiality Agreements with third parties at the Customer's request and to keep in force Confidentiality Agreements concerning third party's Confidential Information, which agreements will permit G-Tel's use of such party's Confidential Information in the completion of the Services.

3.4 Safeguard of Confidential Information

G-Tel also agrees to use best efforts to safeguard all documents containing Confidential Information hereunder and all other documents containing Confidential Information whether prepared by G-Tel or another. G-Tel may make copies of such documents only to the extent necessary for the performance of Services. G-Tel shall prevent access to all such documents by third parties. On completion of Services, G-Tel agrees to return to the Customer all such documents containing Confidential Information and to destroy copies thereof. However, should G-Tel desire to retain certain documents and requests and receives the Customer's written approval therefore, G-Tel shall continue to treat said documents within the terms of this clause.

3.5 Survival

The provisions of this Article 4 shall survive termination or expiration of this Agreement for any cause whatsoever for a period of five (5) years thereafter unless otherwise authorized by the Customer in writing.

4. Property of Services

All Services performed, including but without limiting the generality of the foregoing, all notes, reports, documents, calculations, and graphs prepared and/or provided by G-Tel in the course of Services or as a result of performing the Services, shall be the property of the Customer and all property rights therein shall be vested in the Customer and may be used by the Customer for any purposes whatsoever. G-Tel shall not release to any third party, any portion of the material prepared for the Customer or provided to the Customer in the course of, or as a result of performing Services, unless specifically otherwise authorized by the Customer.

5. Publicity

G-Tel may not use the Customer's name, or reference in any way whatsoever to the Services in advertising or promotional material, or publicity release, or any like purpose relating to the Services to be performed by G-Tel, without the prior written approval of the Customer. G-Tel shall keep in strictest confidence the very fact that the Services are being performed for the Customer.

6. Termination

Both parties have the right, at any time, to terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of such notice, G-Tel shall stop work on the cancelled project as directed in the notice and forward to the Customer all completed or incomplete reports, data and other documents (including but not limited to computerized data, video data or any other recorded data) pertaining to such cancelled project, or portion thereof if the Customer so requests. G-Tel shall be entitled to full payment for Services performed by it as completed, or performed under the terms and conditions of this Agreement up to the effective date of such termination. The Customer shall not be held liable for damages or loss of anticipated profits on account of such termination.

7. Applicable Law

This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein, unless specified otherwise. Furthermore, this Agreement and the rights and obligations of the Parties hereto, are subject to all present and future laws, rules, regulations, and orders of any legislative body or duly constituted authority having jurisdiction, now or hereafter.

8. Entire Agreement

This Agreement and the attached Schedule constitute the entire Agreement of the parties hereto relating to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those contained herein. No provision of this Agreement may be modified or waived unless such modification or waiver is authorized in writing by the parties to the Agreement. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed to be a waiver of similar or dissimilar conditions or provisions at the same or any prior or subsequent time. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9. Environmental Health and Safety Standards

G-Tel acknowledges and agrees that all Services, or other matters, to be completed by G-Tel, pursuant to the terms and conditions of this Agreement, shall be completed in full compliance with the following standards, which shall be in addition to and not substituted for, any other standards or requirements set out in this Agreement or attached Schedule.

9.1 Compliance with applicable laws and standards

G-Tel shall perform all Services in compliance with all applicable federal, provincial and local laws, orders, codes, rules, and regulations relating to health and safety.

9.2 Compliance with Customers' health and safety plan

G-Tel shall initiate and maintain all necessary safety precautions and programs to conform with all applicable health and safety laws or other requirements, including requirements of the Customer, wherever the Services are performed, that are designed to prevent injury to persons or damage to property on, about, or adjacent to the site.

9.3 Compliance with Customers' project-specific health and safety plan

In addition to G-Tel's safety programs required herein, G-Tel shall adhere to a project-specific safety plan for the Services subject to review and acceptance by the Customer.

9.4 Training requirements

G-Tel shall ensure that all G-Tel's locate personnel have received all training regarding health and safety or any other matters required by applicable law or applicable governmental authorizations. Training or implementation of any additional health and safety measures appropriate for the Services will be specified by the Customer.

9.5 Inspection/audit

G-Tel will allow the Customer, or a representative designated by the Customer, access to any facility related to the Services in order to monitor/audit G-Tel's compliance with the health and safety requirements of this Agreement.

9.6 Health and safety statistics

G-Tel will provide the Customer with relevant health and safety statistics related to its prosecution of the Services from time to time, as so directed by the Customer, and at completion of the Services.

9.7 Reporting/investigation

G-Tel will immediately report to the Customer any incident or near miss involving G-Tel personnel, the public, or property, arising from G-Tel's execution of the Services. G-Tel shall provide a written initial report to the Customer of its

investigation of said incident within 24 hours. The report shall provide a schedule for completion of the investigation.

9.8 Reporting/investigation

G-Tel shall provide to the Customer a final report showing the cause of the incident and any corrective action.

9.9 Stop work/suspension

If G-Tel has not complied with its obligations set forth in this Agreement and creates a circumstance requiring immediate action to ensure the health and safety of all persons at the site, including stoppage of Services, until the circumstance is remedied, the Customer may take or require G-Tel to take such reasonable precautions. The taking of such action or actions by the Customer (or its failure to do so) shall not limit G-Tel's liability or its obligations under this Agreement. G-Tel shall reimburse the Customer for all reasonable costs incurred by the Customer in taking such precautions and any costs incurred by G-Tel for such precautionary action and any subsequent remedial action shall be paid by G-Tel.

9.10 Removal of Service Providers' employee

The Customer reserves the right to require G-Tel to remove from the site any personnel not properly observing or complying with the prescribed health and safety requirements of this Agreement.

9.11 Termination

In addition to the Customer's right to terminate this Agreement contained in Article 7, either party may terminate this Agreement at any time by written notice for the other party's failure to comply with the terms of this Agreement.

9.12 Independent Contractor

G-Tel shall be solely responsible for the safety of all persons employed by it or its Subcontractors or any other person on the site for any purpose relating to G-Tel's carrying out the Services.

9.13 EHS Professional

When requested by the Customer, G-Tel shall provide a dedicated, qualified health and safety professional to monitor the Services being performed under this Agreement.

9.14 Meeting Requirements

Unless the Customer directs otherwise, G-Tel shall attend the following health and safety meetings: (a) pre-job orientation; (b) an orientation prior to entering the worksite; (c) daily tailgate briefings; and (d) such other meetings at such

times that worksite conditions change to review the status of the Services and G-Tel's use of the health and safety measures required for the changed conditions.

9.15 Subcontractor matters

Prior to execution, G-Tel shall ensure subcontractors are appropriately reviewed, and that all subcontracts are consistent with, and in no way contrary to or inconsistent with, any of the terms or provisions of this Article.

9.16 Subcontractor matters

To the extent not inconsistent with any other section of this Agreement, entry into any subcontract shall not relieve G-Tel of any of its obligations in accordance with the terms of this Article.

9.17 Subcontractor matters

G-Tel shall be fully responsible to the Customer for the acts and omissions of subcontractors and of persons directly or indirectly employed by them, as it is for the acts or omissions of persons directly employed by G-Tel for any failure to comply with the terms of this Article.

10. Independent Contractor

The parties agree that no oral agreement or provisions to this Agreement shall be construed so as to constitute G-Tel as being the agent, servant or employee of the Customer and the instruction, management and control of G-Tel's employees shall always remain with G-Tel, and G-Tel shall be deemed to be an independent contractor. G-Tel shall have no authority to make statements, representations or commitments of any kind, or to take any actions which shall be binding upon the Customer, except as provided for herein or authorized in writing by the Customer. G-Tel further agrees and acknowledges that it shall not be considered an employee of the Customer and as such it will not be entitled to any benefits or compensation to which employees of the Customer are entitled.

11. Defects

G-Tel, at no cost to the Customer, shall remedy any defect in the Services caused by the negligent act or omission of G-Tel or by any failure on the part of G-Tel to carry out the Services in accordance with the provisions of this Agreement. The Customer reserves the right to deduct that portion of fees for which Services were deemed to not comply with the Request to the satisfaction of the Customer.

12. Indemnity

G-Tel shall indemnify and save harmless the Customer from all actions, proceedings, claims, demands, losses, costs, damages and expenses of whatever nature which may be brought against or suffered by the Customer or which the Customer may incur, sustain or pay arising out of or in connection with any act, omission, default or representation in any way incidental to the Services of this Agreement.

13. Conflict of Interest

G-Tel covenants and agrees that it is not aware of the existence of any relationship, family, business, contractual or otherwise, between themselves, their principals, officers or employees and the Customer, its directors, officers or employees; and it will not perform any Services for or enter into any contract with others that may conflict with its contractual, professional, equitable or other obligations to the Customer without first obtaining the written approval of the Customer.

14. Mandatory Contributions

G-Tel shall pay all royalties and license fees on any equipment and materials to be furnished by it and shall pay all workers' compensation contributions, unemployment insurance contributions, Canada/Quebec Pension Plan and employees' income tax deductions together with all other taxes and payroll contributions now or hereafter imposed by any lawful authority and indemnify and save harmless the Customer from any and all claims, penalties, interest and cost and any of the same which may be made or assessed against the Customer in respect thereof.

15. Insurance

Unless the Customer specifies otherwise in writing, G-Tel shall at its expense, prior to commencing the Services, carry and keep in full force and effect until this Agreement is fully performed:

- 15.1 Comprehensive General Liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least Two Million Dollars (\$2,000,000.00). and
- 15.2 Automobile Liability insurance on all vehicles used in connection with the Services and such insurance shall have an inclusive limit of at least Two Million Dollars (\$2,000,000.00) in respect of bodily injury (including passenger hazard) and property damage resulting from any one accident.

16. Priority

G-Tel shall give the Services the highest classification and priority.

17. Currency

The parties hereto agree and acknowledge that all reference to dollars in this Agreement shall be construed to mean the currency of Canada.

18. Notices

Any Notice, demand, request or other instrument, which may be or are required to be given under this Agreement shall be delivered in person or sent by email, telex or telecopy, or mailed by prepaid registered post and shall be addressed as follows:

If to the Customer:

Attention : Logan Belanger
Title: Municipal Clerk
Address: 325 Farr Drive, P.O Box 2050, Haileybury, ON, P0J 1K0

or at such other address as the Customer may designate by written notice.

If to G-Tel:

Darren Cadotte
Manager, Dedicated Locates
G-Tel Engineering
1150 Frances St, London, ON, N5W 5N5

or at such other address as G-Tel may designate by written notice.

Any such notice, demand, request or other instrument shall conclusively be deemed to have been received on the day of such personal service or on the day of the receipt of the facsimile notice, or on the third day following the date of posting in the case of mailing as aforesaid, provided the postal service is not disrupted. A Notice required under this Agreement may be transmitted using electronic mail (e-Mail).

19. Severability

The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

20. Time of Essence

Time is of the essence in all matters referred to in this Agreement.

21. Schedule

Schedule "A" – Scope of Work

In the event of any conflict or inconsistency between the Schedule, and any provision of the Agreement, the provisions of the Schedule shall govern.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

Corporation of the City of Temiskaming Shores

Per:

Name: Logan Belanger
Position: Municipal Clerk
I have authority to bind the Customer

G-Tel Engineering Inc

Per:

Name: Jason Meyer
Position: General Manager
I have authority to bind the corporation

Schedule A – Scope of Work

G-TEL will locate Water, Storm Sewer, Sanitary and Streetlights, as required for this Dedicated Project only.

The process for locating on behalf of Temiskaming Shores, is to hook on our locate machines as possible, and use mapping for locations when direct connection is not possible. If these first two locating applications do not work, we are to call or email Jeremie Latour for assistance @ Office 705 672 3363 ext. 4114, or jlatour@temiskamingshores.ca.

From there, Jeremie will guide our locators for safe and accurate locate completions for Temiskaming Shores utilities.

Gtel will complete locates as a dedicated locator for Community Network Partners in the location of Haileybury, Ontario specifically for their FTTH build. This work will be on behalf of Corporation of the City of Temiskaming Shores, and completed as an internal High Priority Project as well as DL.

The contractor and Dedicated Locator ID for the project are identified below.

Community Network Partners - DL2350001

Subject: Municipality Lighting Materials
Services Agreement

Report No.: PW-001-2024

Agenda Date: January 16, 2024

Attachments

Appendix 01: Product Care Association of Canada Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-001-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Product Care Association of Canada to provide funding for lighting material collected at the annual Household Hazardous Waste Collection Event, for consideration at the January 16, 2024 Regular Council Meeting.

Background

As of January 1, 2023, lighting producers are individually accountable and financially responsible for collecting and reusing, refurbishing or recycling their products when consumers discard them. This includes product such as light bulbs, tubes and lamps, including incandescent, fluorescent, halogen, light emitting diode (LED) and high intensity discharge (HID) lamps.

A formal agreement with a registered Producer Responsible Organization (PRO) is required to allow for payment of the lighting material collected at the City's annual Household Hazardous Waste Collection Event.

The City is currently in a similar agreement with Product Care Association of Canada (Product Care) for the collection of paints and coatings, pesticides, solvent, and pressurized containers.

Analysis

Staff recently received communication from Product Care indicating that after receiving feedback from the municipal working group regarding lighting, they have finalized an agreement with the City for approval.

The agreement follows a similar program model for lighting as to the paint model. The City would claim collection and post-collection services directly to Product Care for

lighting collected through the collection event stream based on the event tonnage rate of \$ 2,400.00/tonne.

Appendix 01 outlines the Municipality Lighting Materials Services Agreement provided by Product Care.

Relevant Policy / Legislation / City By-Law

- Ontario Reg. 522/20

Consultation / Communication

- Administrative Report PW-001-2024 – Municipality Lighting Materials Services Agreement

Financial / Staffing Implications

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

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

Funds have been budgeted within the 2024 Solid Waste Operating Budget to host a Household Hazardous Waste Collection Event.

Climate Considerations

N/A

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

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

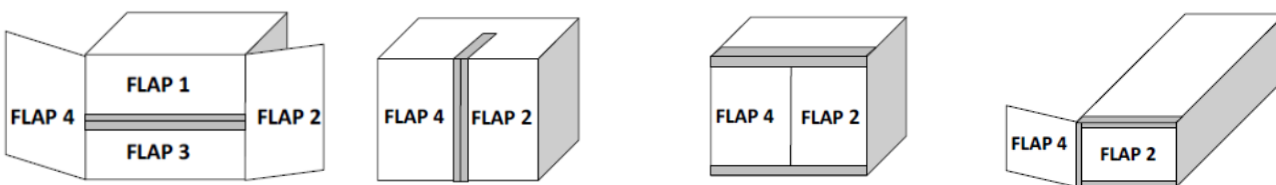
Based on your needs, Product Care or its authorized partners can provide:

- 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

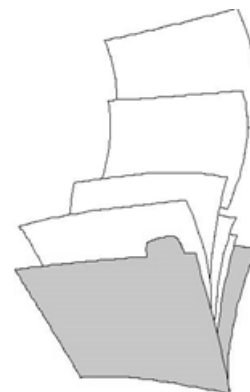
6.1 Training Records

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 _____

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: January 16, 2024
Subject: 2023 Facility Fee Waiver Summary
Attachments: N/A

Mayor and Council:

As per the City's Facility Fee Waiver Policy (By-law No. 2023-013), a consistent process has been established to allow various groups and organizations to request waivers for usage of City facilities.

The policy requires that an annual report be provided to council summarizing fees waived in the previous year.

In 2023 the City received 25 requests to waive fees for use of City facilities. Of these requests, 17 were approved and 8 were denied. The most common reasons for a request to be denied was the requesting organization was not eligible for a fee waiver as per the policy and the requesting organization already had a fee waived in the current calendar year.

If the facility users with approved fee waivers were to have paid the regular price for their facility usage the City would have expected to receive approximately \$5,611 in revenue.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Mathew Bahm

Director of Recreation

"Original signed by"

Amy Vickery

City Manager

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: January 16, 2024
Subject: Recreation Operations Update (January)
Attachments: Appendix 01 - Recreation Department Projects Tracking Sheet
Appendix 02 – PFC Monthly Summary

Mayor and Council:

Below is the monthly operational update from the Recreation department:

Parks and Facilities:

Outdoor Rinks

- Staff are working on getting our outdoor rinks ready and open for the season. With the lack of snow throughout December it was difficult to start the flooding process as a snow pack is required to start the base ice. The TS Fire department is helping by bring some loads of water to the Shaver Park rink.
- Once open, there will be a weekend shift Fri-Sun for supervision of the two outdoor rinks.

Arenas

- This past holiday season we ended up keeping both facilities open as there was adequate demand for icetime. This ensured we could have at least one free public skating time each day between Christmas and New Years.
- Free Public Skates continue to be really popular, especially on weekends. I believe we need to consider having skate patrol on the ice to mitigate our risk in case of any issues.

Building Maintenance:

- Staff were able to get some time off during this slow time between Christmas and New Years and complete some other tasks that otherwise can't be done during regular hours.
- Our Building Maintenance staff have also setup a checklist and schedule for checking the Old Haileybury firehall while the new sale process is underway.

Programming:

PFC

- Swimming lesson registration has taken place for our winter session with only a handful of spaces available. We continue to offer lesson space to residents first and this session there were again almost no spots available for non-residents.
- Christmas sponsored swims were a big success and very busy over the holidays. We had a total of 1,519 swimmers that took advantage of our pool times. Thank you cards will be mailed out next week to all sponsors.
- The gym and pool have been very busy, Aquafitness classes have had a very high attendance with new people coming all the time.
- We have been experiencing problems with un and underhoused people using the facility as a makeshift warming centre. Staff are working together to ensure policies and procedures are in place to maintain the safety of staff and regular patrons.
- The PFC has also begun to more strictly enforce our policies for youth gym use. This stems from issues occurring within the fitness centre where youth were causing problems for other members and also potentially causing safety problems for themselves.
- We have also experienced a couple issues with disrespectful patrons at the PFC including some being disrespectful to our part-time staff, the majority of whom are younger females. We are planning to offer some de-escalation training to all our staff at the PFC to help with the issues we've been dealing with.

Age Friendly Program

- Regular indoor programs including line dancing, exercise classes, pickleball, bowling and indoor walking are continuing throughout December and January.
- The Community Fridge received a ham donation from Yves Prime Cut Meats and we were able to stock the fridge with fresh fruits and vegetables from cash donations received in 2023. The Library, City and THU are working on updating the agreement for the fridge.

Healthy Kids

- In-school cooking classes continued in November and December.
- Attended grade 7 classes at ESCSM with 24 students. 4 sessions scheduled for November and December.
- Attended grade 5 classes at St-Michel with 24 and 25 students. 3 sessions in November and 1 in December.

Administration:

- Work in January is focusing on getting priority capital projects procured including roof projects for environmental buildings, and outdoor spring work.
- We are still working with the FCM to bring forward an amendment to our funding agreement to include additional buildings within the Decarbonization Pathways project. Regardless, our consultant has started initial phases of the project.
- Our new electric Olympia resurfacers are finally on the assembly line at the manufacturer and we have been told it should be completed by the end of next month. We submitted our order for this machine over 18 months ago.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

2024 Budgeted Recreation Department Projects									
Project	Rec/B M	Budgeted Cost		Project Lead	Project Method	Year	Capital /Operating	November 29, 2023	January 11, 2024
NL Arena Accessibility Project	BM	\$	1,000,000	Matt	RFT / PM	2022	Capital	Flooring has been installed. A site meeting will be completed on November 30th and the mechanical consultant will complete their inspection in December.	Final deficiencies are being completed. M&E deficiencies are being rectified by sub-contractor. Final documentation is being compiled.
Olympia Replacement	Rec	\$	170,000	Matt	RFT	2022	Capital	No change.	Manufacturer has indicated that our machine is on their production line and should be completed in 4-6 weeks.
Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$	200,000	Kristen	Canoe	2023	Capital	Project has been awarded to WF Group and work has begun.	WF Group has begun the project with a kickoff meeting.
HIby Beach Mushroom Conversion	Rec	\$	25,000	Matt	Quotations	2023	Capital	A report to council is included in the December 5th CoW package.	New fixture has been ordered and is being manufactured.
Kickplate Replacement (HIby and NL)	Rec	\$	18,000	Paul	Canoe	2023	Operating	Materials are on site and will be installed in 2024.	Materials are on site and will be installed in 2024.
Albert Street (STATO)	Rec	\$	176,210	Mitch	RFT	2023	Capital		Contractor to install new trail in Spring 2024
Gym Equipment (Hack Squat, Treadmill)	Rec	\$	25,000	Jeff	Quotes	2024	Capital		Staff are working on procurement for these items.
Ball Diamond Groomer	Rec	\$	23,000	Matt	Canoe	2024	Capital		Staff are working on the NOHFC Step 1 Submission
Farr Park Project	Rec	\$	480,000	Matt	RFP	2024	Capital		Staff are working on the NOHFC Step 1 Submission
Shaver Park Rehab Project	Rec	\$	95,000	Matt	RFQ	2024	Capital		Staff are working on the NOHFC Step 1 Submission
Dymond Sports Park Fence	Rec	\$	25,000	Matt	RFQ	2024	Capital		Procurement docuements are being drafted

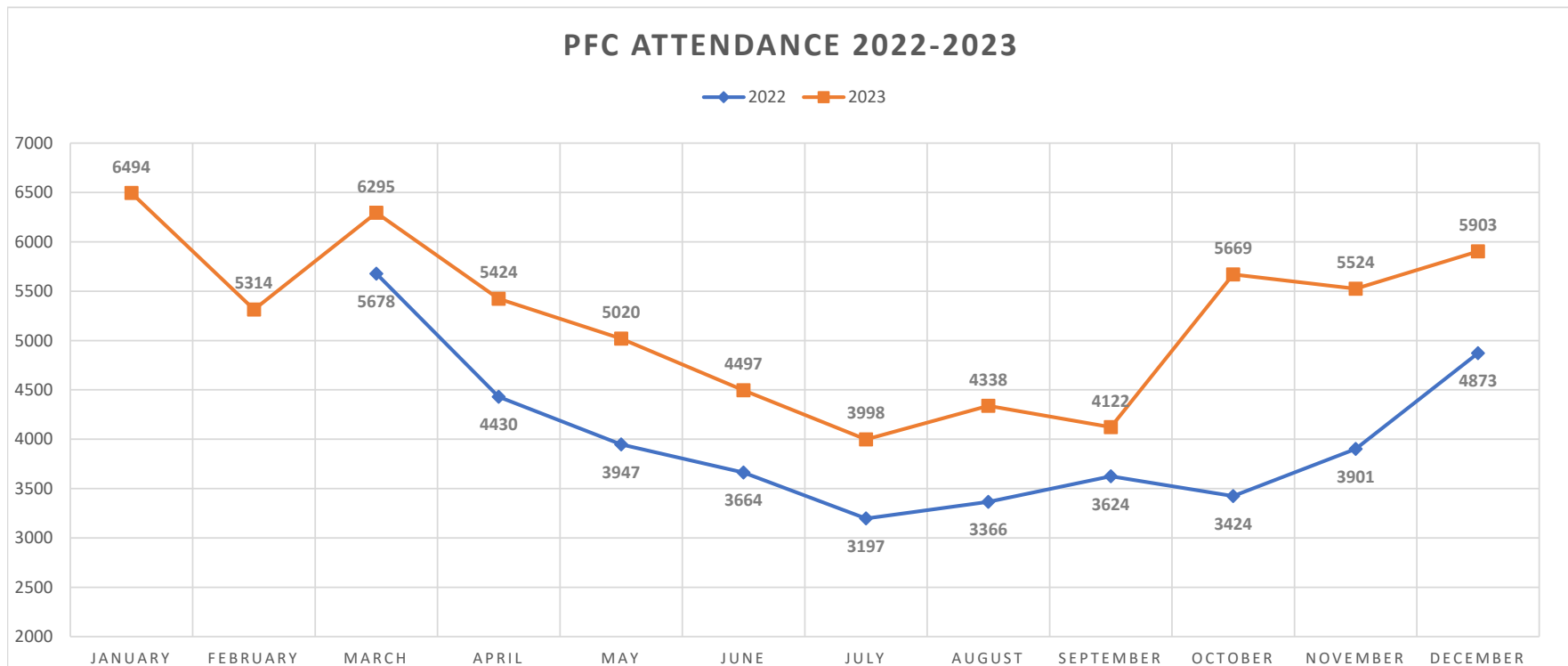
HIby WTP Security Fence	ES	\$	6,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted
St Michel AT Path	Rec	\$	85,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted
Spurline Concrete	Rec	\$	45,000	Matt	RFQ	2024	Capital	RFQ has been released
Animal Pound Renovation	BM	\$	75,000	Matt	RFQ	2024	Capital	Contractor has begun the renovation. Their timeline indicates completion is expected in March
Library Roof Repair	BM	\$	35,000	Matt	RFQ	2024	Capital	No Update
Haileybury Arena AODA Engineering	BM	\$	31,500	Matt	RFP	2024	Capital	Procurement docuements are being drafted
EV Charger (New Liskeard)	CS	\$	100,000	Kristen	RFP	2024	Capital	Kristen is completing the grant application for this project
Dymond Apartment Bathroom Reno	BM	\$	15,000	Paul	Quotes	2024	Capital	No Update
Dymond Hall Door Replacement	BM	\$	13,000	Matt	Quotes	2024	Capital	No Update
Bandstand Roof Replacement	BM	\$	10,000	Paul	Quotes	2024	Capital	No Update
Harbourplace Deck Repair	BM	\$	15,000	Paul	Quotes	2024	Operating	No Update
Recreation Parks Equipment	Rec	\$	20,000	Matt	Quotes	2024	Operating	Equipment will be purchased in April for installation in May
HIby Marina Redecking	Rec	\$	15,000	Paul	Quotes	2024	Operating	Staff are tentatively planning to being this project in March with our own staff

Playground Surfacing	Rec	\$	25,000	Paul	Quotes	2024	Operating	No Update
NL Arena Side Door Replacement	BM	\$	7,000	Paul	Quotes	2024	Operating	A purchase order has been issued and the equipment has been ordered. Expected installation is February 2024
PFC Window Replacement	BM	\$	5,000	Jeff	Quotes	2024	Operating	No Update
NL Community Hall Feasibility Study	BM	\$	15,000	Matt	RFP	2024	Operating	Procurement docuements are being drafted
McCamus WTP Roof Replacement		\$	45,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted
Niven St Reservoir Roof Replacement		\$	75,000	Matt	RFT	2024	Capital	Procurement docuements are being drafted
<u>City Hall Floor Scrubber</u>	<u>BM</u>	<u>\$</u>	<u>4,000</u>	<u>Jeff</u>	<u>Quotes</u>	<u>2024</u>	<u>Operating</u>	<u>Floor machine has been received and is in service.</u>
<u>Floor Machine - Hlby Arena</u>	<u>BM</u>	<u>\$</u>	<u>6,000</u>	<u>Paul</u>	<u>Quotes</u>	<u>2024</u>	<u>Capital</u>	<u>Floor machine has been received and is in service.</u>

2023 PFC Monthly Summary	
November 2023	
<u>Statistics</u>	
Pool	1298
Squash	52
Gym	3899
Class	275
Total	5524
Firefighters	50
Doctors	112
Community Living	11
NEOFACS	0
Northern Star	5
A. Recovery	0
Lifetime	26
Total	204
Temagami Health	0
Northern Loons	22
Total	22
City Employees	238
City Summer Students	0
Councillors	1
Total	239
<u>Residents</u>	
Tem. Shores	4818
Other	379
Quebec	327
Total Residents	5524
Increase (Decrease) vs Nov 2022	41.60%
Total Attendance Nov 2022	3901

2023 PFC Monthly Summary	
December 2023	
<u>Statistics</u>	
Pool	1895
Squash	66
Gym	3770
Class	172
Total	5903
Firefighters	57
Doctors	72
Community Living	11
NEOFACS	0
Northern Star	4
A. Recovery	0
Lifetime	17
Total	161
Temagami Health	0
Northern Loons	0
Total	0
City Employees	213
City Summer Students	0
Councillors	3
Total	216
<u>Residents</u>	
Tem. Shores	4935
Other	528
Quebec	440
Total Residents	5903
Increase (Decrease) vs Dec 2022	21.14%
Total Attendance Dec 2022	4873

	2022	2023
January		6494
February		5314
March	5678	6295
April	4430	5424
May	3947	5020
June	3664	4497
July	3197	3998
August	3366	4338
September	3624	4122
October	3424	5669
November	3901	5524
December	4873	5903



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



January 16th, 2024

EMERGENCY RESPONSES

Total responses for the period December 1, 2023 – December 31, 2023

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

Station 1 - Incident Response Summary (3 Call)

- Fire Call, 369 Morissette Drive – False Alarm – Other Cooking – no fire.
- Other Response, 436 Cecil Street – Smell of gas – sump pit.
- CO Call, 412 Joyal Drive – Equipment Malfunction – no CO present.

Station 2 - Incident Response Summary (2 Calls)

- Fire Call, 141 Dymond Avenue. – False Alarm – Alarm System Equipment Accidental.
- CO Call, 119 Katherine Street – Equipment Malfunction – no CO present.

Station 3 - Incident Response Summary (1 Call)

- Fire Call, 882361 Hwy 65 East – Power Lines Down, Arcing – no fire

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
120	\$486,500	\$3,319,000

Activity Report – December 1, 2023 – December 31, 2023

FIRE PREVENTION DIVISION

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

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
5		11		3	2	1	22

Total Inspections year to date 2023 – 428

Public Education/Events

- Ecole publique des Navigateur, Station 1 tour, Fire Safety Presentation, Equipment Demo. 28 Students, 6 Adults.
- 12 Days of Holiday Fire & CO Safety contest, CJTT.
- CJTT monthly morning chat.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

Nil

TRAINING AND EDUCATION

- NFPA 1041 Fire Instructor 1 course completed.
- Station 1 - Apparatus and Equipment, Year End Review.
- Station 2 – Apparatus and Equipment, Ice/Water Rescue.
- Station 3 – Apparatus and Equipment, Ventilation.
- Receiving applications for NFPA 1021 Fire Officer 1 and NFPA 1002 Pump Ops courses approved for 2024.

MAINTENANCE

- Regular maintenance.
- PPE annual testing is ongoing.

NEW BUSINESS

- Standard Incident Reports, 4th quarter submitted to OFM.

Subject:	Appointment of Volunteer Firefighter	Report No.:	PPP-001-2024
		Agenda Date:	January 16, 2024

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-001-2024; and
2. That Council hereby appoints Louis Belanger as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Background

In an effort to fill a vacancy within the department at Station #2 and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a Volunteer Firefighter position at Station #2.

Analysis

Section 4.02 of Schedule “A” to By-law 2005-001, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill a vacancy at Station #2 an interview with the candidate was conducted by the Station Officers. Subsequently a recommendation from the District Chief of Station #2 was provided to the Fire Chief requesting consideration of the appointment of Louis Belanger as Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work experience, makes him an excellent candidate for the position he is being recommended for.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2005-001, Fire Department Establishing and Regulating By-law.

Consultation / Communication

- Consultation with Station #2 District Chief.

Financial / Staffing Implications

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

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2024 Fire Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments operational budget.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill a vacant position within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 25 members Station #1,
- 22 members Station #2, and
- 23 members Station #3 (one member on leave).

Alternatives

No alternatives were considered

Submission

Prepared by:



Reviewed and submitted for Council's
consideration by:

"Original signed by"

Steve Langford
Fire Chief

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: January 16, 2024
Subject: Amendment to By-law No. 2005-122 Service Delivery Program under the Line Fences Act
Attachments: N/A

Mayor and Council:

The *Line Fences Act* is legislation to provide an arbitration process for the resolution of line fence disputes between the owners of adjoining properties. A line fence is a fence that marks the boundary between properties and is often referred to as boundary or division fence. The Act does not deal with disputes about fences that are not on a boundary line.

The arbitration process is applicable when an owner and adjoining owner are unable to reach agreement for the cost sharing for the installation of or reconstruction/repair of a division fence. In such cases, an owner can request that a municipality assign “fence-viewers” (3 required per viewing) to resolve the dispute and issue a decision which is called an “award” and are only authorized to address the apportionment responsibility for the fencing work or description of the fence that is to be constructed including materials to be used.

By-law No. 2005-122 is a by-law to establish a Service Delivery Program under the Line Fences Act for the appointment of fence-viewers for dispute resolution under the Act.

The former municipal Planner, Jennifer Pye, was appointed as a fence-viewer; however, the City requires an additional appointment for Mrs. Pye’s replacement.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2005-122, 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.

In-house training will be provided, and the Ministry of Agriculture, Food and Rural Affairs would also be consulted for additional support when required.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: January 16, 2024
Subject: Agreement Renewal - Integrity Commissioner Appointment
Attachments: Appendix 01: By-law No. 2021-186 Integrity Commissioner Appointment

Mayor and Council:

The Municipal Act, 2001 was amended effective March 1, 2019 to make the appointment of an integrity commissioner mandatory for all municipalities. Integrity commissioners have the legislated responsibility of providing advice and education to Members of Council, members of local boards, municipal staff and the public, and to oversee the process for Municipal Conflict of Interest Act complaints.

Council considered Administrative Report No. CS-048-2021 at the December 21, 2021, and directed staff to prepare the necessary by-law to enter into a professional services agreement with Harold Elston for Integrity Commissioner (IC) services for the City of Temiskaming Shores (By-law No. 2021-186). The initial term of the Agreement commenced on January 6, 2022 for two years. The Term, outlined in Section 4 of the agreement, that the City shall, at its sole discretion, have the option to renew for an additional two-year period, on terms to be agreed upon.

The Clerk confirmed with Mr. Harold Elston that the City may extend Integrity Commissioner Services for an additional two-year period, with the same terms and conditions as the existing agreement.

As such, it is recommended that Council extends the term of the Agreement to appoint Mr. Harold G. Elston as Integrity Commissioner for the City of Temiskaming Shores, in accordance with Section 4 – Term of By-law No. 2021-186, for an additional two-year period from January 6, 2024 until January 5, 2026, under the same terms and conditions outlined in said By-law.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubych
Director of Corporate
Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2021-186
Being a by-law to appoint an Integrity Commissioner for the
City of Temiskaming Shores

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

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

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

Whereas under Section 223.3 (1) of the Municipal Act, 2017, c. 10, Sched 1, s. 19(1) a municipality is authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality; and

Whereas Council considered Administrative Report No. CS-048-2021 at the December 21, 2021, and directed staff to prepare the necessary by-law to enter into a professional services agreement with Harold Elston for Integrity Commissioner (IC) services for the City of Temiskaming Shores.

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

1. That Harold Elston is hereby appointed as the Integrity Commissioner for the City of Temiskaming Shores, for the term set forth in the Agreement;
2. That the Mayor and Clerk are authorized to enter into an Agreement for Professional Services with Harold Elston for Integrity Commissioner Services for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law.
3. That this By-law shall come into force and effect on January 6, 2022.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-186

Service Agreement between

The Corporation of the City of Temiskaming Shores

and

Harold G. Elston

for Professional Services (Integrity Commissioner)

Agreement for Municipal Integrity Commissioner

This Agreement is effective the 6th day of January 2022.

BETWEEN:

The Corporation of the City of Temiskaming Shores

(Hereinafter referred to as the “City”)

AND: **Mr. Harold G. Elston**

(Hereinafter referred to as “Harold G. Elston”)

Section 223.2 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”), requires the City to establish a Code of Conduct for Members of the Council of the City and of its Local Boards;

Section 223.3 of the Act authorizes the City to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the City, with respect to any or all of the following:

- a) The application of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (“Members”);
- b) The application of any procedures, rules and policies of the City and Local Boards governing the ethical behavior of Members;
- c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c.M.50 (the “MCIA”) to Members;
- d) Requests from Members for advice respecting their obligations under the Code of Conduct;
- e) Requests from Members for advice respecting their obligations under a procedure, rule, or policy of the City or the local board, as the case may be, governing the ethical behavior of Members;
- f) Requests from Members advice respecting their obligations under the MCIA; and
- g) The provision of educational information to Members, the City and the public about the City’s Code of Conduct.

The City is satisfied based on the information provided and representations made to the City by Harold G. Elston that Harold G. Elston has the skills and ability to meet the foregoing criteria.

The City and Harold G. Elston agree as follows:

1. Services

The City hereby retains and appoints Harold G. Elston as an Integrity Commissioner, pursuant to section 223.3(1) of the Act and the Integrity Commissioner agrees to provide such services in accordance with the Act, for and at the request of the City and accepts such appointment.

2. Duties - The duties of the Integrity Commissioner shall be:

- a) At least once per term of Council, deliver an oral presentation to Members regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of Members under the Code of Conduct and any other procedures, rules or policies governing the ethical behavior of such Members.
- b) Upon request, provide advice in writing, to individual Members regarding their ethical obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the MCIA.
- c) Upon request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the MCIA.
- d) Prepare and deliver an annual report to Council (or more frequently if requested by Council), containing a summary of activities, if any, during the previous calendar year.
- e) Serve as proactive educator for Council, Local Boards, the City and the public about the City's Code of Conduct for Members.
- f) Upon receipt of a request for an inquiry, confirm the validity of the request and, if valid, conduct an appropriate inquiry and report to Council.

All of which shall be referred to herein as "the Services".

3. Fees

- a) **Hourly Rate** - Harold G. Elston will be paid a fee of Four Hundred Dollars (\$400.00) per hour, plus applicable taxes and disbursements, for time devoted to Services as Integrity Commissioner for the City of Nipissing.

4. Term

Subject to the provisions of this Agreement the initial term of this Agreement shall commence January 6, 2022, and end on January 5, 2024. The City shall, at its sole discretion, have the option to renew for an additional two-year period, on terms to be agreed upon.

5. Independent Contractor

Harold G. Elston is appointed under authority of Section 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. Harold G. Elston may identify himself publicly as the Integrity Commissioner appointed by the City. Harold G. Elston shall be an independent contractor and shall not be considered and shall at no time represent himself to be legal counsel, an agent, or an employee of the City.

The parties hereby acknowledge and agree that Harold G. Elston shall not be entitled to any benefits under any statute or the common law affecting employees. The Corporation shall pay no worker's compensation premiums, provide any health or life insurance, make any contributions on behalf of the Vendor to the Canada Pension Plan, deduct or withhold any amounts on account of employment insurance or federal or provincial taxes or provide the Vendor with any benefits other than as set out expressly herein.

6. Indemnification

The City agrees to Indemnify and save harmless Harold G. Elston from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the provision of services and carrying out of duties as contemplated hereunder, including but not necessary limited to any alleged breach of this agreement, any procedural defect, or any breach of relevant statutory provisions.

7. Insurance - It shall be the responsibility of Harold G. Elston to:

- a) Maintain and keep in force during the term of this contract, Commercial General Liability Insurance with a limit of not less than Two Million

(\$2,000,000.00) and shall include the City as an additional insured with respect to the operations, acts and omissions relating to obligations under this Agreement, such policy to include non-owned automobiles liability, personal injury, broad form property damage, contractual liability, owners' and contracts' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

- b) Maintain and keep in force during the term of this contract, Professional Liability Insurance with a limit of not less than Two million (\$2,000,000.00) per occurrence, subject to an annual aggregate of Two million (\$2,000,000.00) for each member of the firm or partnership or an individual who will perform work on behalf of the City prior to commencement of work and at the beginning of each calendar year during the appointment period.
- c) Provide the City with a Certificate of Insurance detailing the coverage and expiry date for all policies, which certificate shall also show the City as an additional insured.

8. Confidentiality

- a) The Commissioner is entitled to have access to all books, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the City or a local board that the Commissioner believes to be necessary for an inquiry.
- b) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his/her knowledge in the course of his/her Services, save and except that information may be disclosed in a criminal proceeding as required by law or otherwise set out in section 223.5(2) of the Act.
- c) The Commissioner shall comply with the confidentiality provisions of the Act and specifically those requirements set out in sections 223.5, 223.6, 223.7 and 223.8 of the Act, and the requirements of the Code of Conduct.
- d) Except as may be required by law, the Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the Act or which could identify a person concerned.

9. Early Termination

The within agreement may be terminated by either party during the term of this agreement, upon 30 days written notice.

The parties hereto acknowledge and agree that it is a condition of this Agreement that Harold G. Elston comply with the City's Code of Conduct, policies and procedures (if applicable) and any By-laws passed by Council, including, but not limited to, any policies or By-laws outlining the procedure for handling complaints or conducting inquiries, and the City shall be entitled to terminate this Agreement without any prior notice and with no cost or penalty should Harold G. Elston be found to have breached this condition, failed to have satisfied any obligation described in the Act, or to have disclosed any confidential information as described in the preceding paragraph.

10. Notice

Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

City of Temiskaming Shores:

325 Farr Drive, P.O. Box 250
Haileybury, ON P0J 1K0

Harold G. Elston:

391 First Street, Suite 303
Collingwood, ON L9Y 1B3

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

11. Severability

All paragraphs, terms and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

12. Complete Agreement

This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.

13. Enurement

This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

14. Counterparts

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

In Witness Whereof the parties hereto have executed this Agreement as of the day and year first above written.

The City of Temiskaming Shores

Harold G. Elston

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: January 16, 2024
Subject: Shared Integrity Commissioner Services – Kirkland Lake
Attachments: Appendix 01: By-law No. 2021-186 Integrity Commissioner Appointment

Mayor and Council:

The Municipal Act, 2001 outlines that the appointment of an integrity commissioner mandatory for all municipalities, for the purpose of providing advice and education to Members of Council, members of local boards, municipal staff and the public, and to oversee the process for Municipal Conflict of Interest Act complaints.

The Town of Kirkland Lake contacted the City of Temiskaming Shores following receipt of a 30-day notice of retirement from their current Integrity Commissioner. Kirkland Lake staff received direction from the Town Council to issue a Request for Proposal for Integrity Commissioner Services, and to investigate the process of sharing services with the the City of Temiskaming Shores, until such time that an Integrity Commissioner can be appointed.

Section 223. 3 (1. 1) of the Municipal Act, 2001 provides that a municipality shall make arrangements for all of the responsibilities set out in the Act (i.e. Section 223. 2(1)), to be provided by a Commissioner of another municipality. As such, the Clerk for the City of Temiskaming Shores contacted Mr. Harold G. Elston (Integrity Commissioner for the City), to inquire if he would be agreeable to share services with Kirkland Lake while they proceed through their procurement process. Mr. Elston is supportive, and requested a resolution of support from City Council, and a resolution from the Town of Kirkland Lake appointing him as the Integrity Commissioner, under the same terms and conditions as the City of Temiskaming Shores Agreement (By-law No. 2021-186).

The Clerk for the Town of Kirkland Lake will be presenting a supplemental report to Council on January 24, 2024, which will include the decision of the request, and a copy of the City's Integrity Commissioner Agreement for their review and consideration.

It is recommended that Council for the City of Temiskaming Shores agrees to extend temporary Integrity Commissioner Services with the Town of Kirkland Lake, under the same terms and conditions as outlined in the Agreement with Mr. Harold G. Elston (By-law No. 2021-186), should it be approved by Council for the Town of Kirkland Lake, until such time that a new Integrity Commissioner has been appointed following their Request for Proposal process.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2021-186
Being a by-law to appoint an Integrity Commissioner for the
City of Temiskaming Shores

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

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

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

Whereas under Section 223.3 (1) of the Municipal Act, 2017, c. 10, Sched 1, s. 19(1) a municipality is authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality; and

Whereas Council considered Administrative Report No. CS-048-2021 at the December 21, 2021, and directed staff to prepare the necessary by-law to enter into a professional services agreement with Harold Elston for Integrity Commissioner (IC) services for the City of Temiskaming Shores.

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

1. That Harold Elston is hereby appointed as the Integrity Commissioner for the City of Temiskaming Shores, for the term set forth in the Agreement;
2. That the Mayor and Clerk are authorized to enter into an Agreement for Professional Services with Harold Elston for Integrity Commissioner Services for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law.
3. That this By-law shall come into force and effect on January 6, 2022.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-186

Service Agreement between

The Corporation of the City of Temiskaming Shores

and

Harold G. Elston

for Professional Services (Integrity Commissioner)

Agreement for Municipal Integrity Commissioner

This Agreement is effective the 6th day of January 2022.

BETWEEN:

The Corporation of the City of Temiskaming Shores

(Hereinafter referred to as the “City”)

AND: **Mr. Harold G. Elston**

(Hereinafter referred to as “Harold G. Elston”)

Section 223.2 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”), requires the City to establish a Code of Conduct for Members of the Council of the City and of its Local Boards;

Section 223.3 of the Act authorizes the City to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the City, with respect to any or all of the following:

- a) The application of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (“Members”);
- b) The application of any procedures, rules and policies of the City and Local Boards governing the ethical behavior of Members;
- c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c.M.50 (the “MCIA”) to Members;
- d) Requests from Members for advice respecting their obligations under the Code of Conduct;
- e) Requests from Members for advice respecting their obligations under a procedure, rule, or policy of the City or the local board, as the case may be, governing the ethical behavior of Members;
- f) Requests from Members advice respecting their obligations under the MCIA; and
- g) The provision of educational information to Members, the City and the public about the City’s Code of Conduct.

The City is satisfied based on the information provided and representations made to the City by Harold G. Elston that Harold G. Elston has the skills and ability to meet the foregoing criteria.

The City and Harold G. Elston agree as follows:

1. Services

The City hereby retains and appoints Harold G. Elston as an Integrity Commissioner, pursuant to section 223.3(1) of the Act and the Integrity Commissioner agrees to provide such services in accordance with the Act, for and at the request of the City and accepts such appointment.

2. Duties - The duties of the Integrity Commissioner shall be:

- a) At least once per term of Council, deliver an oral presentation to Members regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of Members under the Code of Conduct and any other procedures, rules or policies governing the ethical behavior of such Members.
- b) Upon request, provide advice in writing, to individual Members regarding their ethical obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the MCIA.
- c) Upon request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the MCIA.
- d) Prepare and deliver an annual report to Council (or more frequently if requested by Council), containing a summary of activities, if any, during the previous calendar year.
- e) Serve as proactive educator for Council, Local Boards, the City and the public about the City's Code of Conduct for Members.
- f) Upon receipt of a request for an inquiry, confirm the validity of the request and, if valid, conduct an appropriate inquiry and report to Council.

All of which shall be referred to herein as "the Services".

3. Fees

- a) **Hourly Rate** - Harold G. Elston will be paid a fee of Four Hundred Dollars (\$400.00) per hour, plus applicable taxes and disbursements, for time devoted to Services as Integrity Commissioner for the City of Nipissing.

4. Term

Subject to the provisions of this Agreement the initial term of this Agreement shall commence January 6, 2022, and end on January 5, 2024. The City shall, at its sole discretion, have the option to renew for an additional two-year period, on terms to be agreed upon.

5. Independent Contractor

Harold G. Elston is appointed under authority of Section 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. Harold G. Elston may identify himself publicly as the Integrity Commissioner appointed by the City. Harold G. Elston shall be an independent contractor and shall not be considered and shall at no time represent himself to be legal counsel, an agent, or an employee of the City.

The parties hereby acknowledge and agree that Harold G. Elston shall not be entitled to any benefits under any statute or the common law affecting employees. The Corporation shall pay no worker's compensation premiums, provide any health or life insurance, make any contributions on behalf of the Vendor to the Canada Pension Plan, deduct or withhold any amounts on account of employment insurance or federal or provincial taxes or provide the Vendor with any benefits other than as set out expressly herein.

6. Indemnification

The City agrees to Indemnify and save harmless Harold G. Elston from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the provision of services and carrying out of duties as contemplated hereunder, including but not necessary limited to any alleged breach of this agreement, any procedural defect, or any breach of relevant statutory provisions.

7. Insurance - It shall be the responsibility of Harold G. Elston to:

- a) Maintain and keep in force during the term of this contract, Commercial General Liability Insurance with a limit of not less than Two Million

(\$2,000,000.00) and shall include the City as an additional insured with respect to the operations, acts and omissions relating to obligations under this Agreement, such policy to include non-owned automobiles liability, personal injury, broad form property damage, contractual liability, owners' and contracts' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

- b) Maintain and keep in force during the term of this contract, Professional Liability Insurance with a limit of not less than Two million (\$2,000,000.00) per occurrence, subject to an annual aggregate of Two million (\$2,000,000.00) for each member of the firm or partnership or an individual who will perform work on behalf of the City prior to commencement of work and at the beginning of each calendar year during the appointment period.
- c) Provide the City with a Certificate of Insurance detailing the coverage and expiry date for all policies, which certificate shall also show the City as an additional insured.

8. Confidentiality

- a) The Commissioner is entitled to have access to all books, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the City or a local board that the Commissioner believes to be necessary for an inquiry.
- b) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his/her knowledge in the course of his/her Services, save and except that information may be disclosed in a criminal proceeding as required by law or otherwise set out in section 223.5(2) of the Act.
- c) The Commissioner shall comply with the confidentiality provisions of the Act and specifically those requirements set out in sections 223.5, 223.6, 223.7 and 223.8 of the Act, and the requirements of the Code of Conduct.
- d) Except as may be required by law, the Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the Act or which could identify a person concerned.

9. Early Termination

The within agreement may be terminated by either party during the term of this agreement, upon 30 days written notice.

The parties hereto acknowledge and agree that it is a condition of this Agreement that Harold G. Elston comply with the City's Code of Conduct, policies and procedures (if applicable) and any By-laws passed by Council, including, but not limited to, any policies or By-laws outlining the procedure for handling complaints or conducting inquiries, and the City shall be entitled to terminate this Agreement without any prior notice and with no cost or penalty should Harold G. Elston be found to have breached this condition, failed to have satisfied any obligation described in the Act, or to have disclosed any confidential information as described in the preceding paragraph.

10. Notice

Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

City of Temiskaming Shores:

325 Farr Drive, P.O. Box 250
Haileybury, ON P0J 1K0

Harold G. Elston:

391 First Street, Suite 303
Collingwood, ON L9Y 1B3

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

11. Severability

All paragraphs, terms and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

12. Complete Agreement

This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.

13. Enurement

This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

14. Counterparts

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

In Witness Whereof the parties hereto have executed this Agreement as of the day and year first above written.

The City of Temiskaming Shores

Harold G. Elston

Subject: NOHFC Funding for Feast ON the Farm 2023

Report No.: CS-001-2024

Agenda Date: January 16, 2024

Attachments

Appendix 01: NOHFC Contribution Agreement Project Number 7600140

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-001-2024; and
2. That Council directs 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.

Background

The City partnered with the Culinary Tourism Alliance (CTA) in September of 2023 to host a Feast ON the Farm event at Bison du Nord in Earlton. The event was very successful and in fact sold out with a total number of 134 participants for Consumer Day and 38 participants for Industry Day. This is the first time that CTA has had one of their events sell out.

Analysis

The event was a great success with approximately half of the Consumer Day attendees visiting from outside of our region and many for their first visit to the north.

The City had applied for funding support toward the event through NOHFC, but had not received final approval of the funding until after the event had passed. We had planned on receiving the funds and had budgeted accordingly. Since most of the expenses were paid through the CTA, we are acting as a flow through organization for the funding.

The City accept the funding from the NOHFC and send the funds to CTA as a refund toward the expenses that they covered toward the event. The reason that the City had to be the applicant on the program is that we are located within Northern Ontario and CTA would not be an eligible primary applicant.

Staff are now recommending that Council enter into the funding agreement with Northern Ontario Heritage Fund Corporation to access the funds to cover a portion of the expenditures made during the Feast ON the Farm event in September 2023.

Relevant Policy / Legislation / City By-Law

- 2024 Corporate Services Budget

Consultation / Communication

- NOHFC was consulted to ensure that they would accept the partnership proposal and we have an email on file approving the partnership with CTA.

Financial / Staffing Implications

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

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

The City's financial contribution to the event was originally made in 2021 at \$7,500.

In 2023, City staff coordinated the event, and the City also provided the use of some equipment in-kind, therefore there were some in-kind costs.

Alternatives

No alternatives were considered

Submission

Prepared by:

"Original signed by"

James Franks
 Economic
 Development Officer

Shelly Zubyck
 Director of Corporate
 Services

City Manager

Reviewed and submitted for
 Council's consideration by:

Reviewed by:

"Original signed by"

"Original signed by"

Amy Vickery

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-bottom: 1px solid black; text-align: center;">TRANSIT #</div><div style="width: 33%; border-bottom: 1px solid black; text-align: center;">BANK #</div><div style="width: 33%; border-bottom: 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.

Subject: RZone Policy

Report No.: CS-002-2024

Agenda Date: January 16, 2024

Attachments

Appendix 01: RZone Policy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-002-2024; and
2. That Council directs staff to prepare the necessary by-law to adopt a RZone Policy for the City of Temiskaming Shores, for consideration at the January 16, 2024, Regular Council Meeting.

Background

Events and incidents of inappropriate behaviour, actions and vandalism are on the rise, and it has been identified by staff that supports are needed to handle these difficult situations and a commitment to fostering a safe and positive environment.

Rzone Brand was first established in 2008 by the Town of Oakville and is first and foremost, a proactive education and awareness strategy to promote respectful and responsible behaviour. It has been embraced and adopted by several municipalities as a zero-tolerance behaviour policy designed for recreational programs, facilities, and properties.

Purpose

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, Transit, 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, services and programs must take primary responsibility for the

behaviour of all associated with them to include participants, officials, spectators, patrons, parents, volunteers, etc.

Policy

Scope

This policy has been extended beyond recreational programs and facilities and applies to all members of the public and employees at all City facilities, properties, Transit, 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.

Process

The policy outlines the procedures, reporting and enforcement steps to be taken by staff and attendees to address inappropriate behaviour or violence and vexatious or frivolous requests.

The policy provides for enforcement guidelines and appeal process.

Awareness

The Rzone brand along with the policy will be the basis for promotional and educational campaign aimed at raising awareness, which will be posted in facilities and sent to all major user groups.

Relevant Policy / Legislation / City By-Law

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

Trespass to Property Act, R.S.O. 1990, C. T.21

Consultation / Communication

- Senior Management Team
- Union-Management July 18, 2023
- Director of Recreation & Clerk (final review)

Financial / Staffing Implications

No significant costs expected other than operational or administrative costs to roll out and train staff.

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

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

Climate Considerations

The purpose of this report is to establish a policy for health and safety; climate considerations would not apply.

Alternatives

In absence of an RZone Policy, all incidents would be dealt with individually on an as required basis.

Submission

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

"Original signed by"
Amy Vickery
City Manager

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 <input type="checkbox"/> 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: ☐ In person ☐ Phone ☐ E-mail ☐ Other, specify:

Name	Daytime phone number	Address
------	----------------------	---------

Notified via: ☐ In person ☐ Phone ☐ E-mail ☐ 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