



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 20, 2024 – 6:00 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 Agenda**
5. **Approval of Agenda**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

a) Potential Disposition of Land

Applicant: North Wood Homes (Jared Fleming)

Property: Lot 32 (PCL 3199T) on Niven Street South, Lot 35 (PCL 17238SST) on Cobalt Street, and a portion of an intervening lane (unopened road allowance)

Purpose: The applicant owns the land adjacent to the subject properties, and is seeking to acquire the lands to construct one to two residential dwellings

b) Potential Disposition of Land

Applicant: Yvon Champoux Inc.

Property: Lots 73, 74, and 75 (PCLS 6163 7724 14655SST) on Albert Street, shown on Plan M30-NB

Purpose: The applicant is seeking to purchase the subject lands to create two lots (sized 75'x125') for the purpose of constructing a residential fourplex (walkout ground apartments), on each lot (total of eight apartments)

8. Review and Adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Committee of the Whole Meeting – January 16, 2024;
- b) Regular Council Meeting – January 16, 2024; and
- c) Committee of the Whole Meeting – February 6, 2024.

9. Presentations / Delegations

None

10. Correspondence/ Communications

- a) Earlton Timiskaming Regional Airport Authority

Re: November 2023 Financials and Managers Report, 2024-01-16

Reference: Received for Information

- b) The Honourable Graydon Smith, Ministry of Natural Resources and Forestry

Re: Crown Land Disposition in Northern Municipalities 2024-01-19

Reference: Received for Information

- c) District of Timiskaming Social Services Administration Board

Re: 2024 Budget and Municipal Billing Comparison, 2024-01-19

Reference: Received for Information

- d) Catalina Blumenberg, Clerk - Prince Edward County

Re: Resolution of Support - Expand the life span of fire apparatus, 2024-01-22

Reference: Received for Information

- e) Michele Harradence, President - Enbridge Gas Inc.

Re: Ontario Energy Board's (OEB) decision on Phase 1 of the Enbridge Gas 2024 rebasing application, 2024-01-24

Reference: Received for Information

- f) Federation of Northern Ontario Municipalities (FONOM)

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of Employer, 2024-01-28

Reference: Received for Information

- g) Mitch Dumas, Interim President & CEO – Northern College

Re: Reforms to the International Student Program, 2024-01-29

Reference: Motion presented under Section 14. New Business

- h) Municipality of Calvin

Re: Cemetery Transfer/Abandonment Administration & Management Support, 2024-02-01

Reference: Received for Information

- i) Municipality of Calvin

Re: Provincial and National Fire Fighting Strategy, 2024-02-01

Reference: Received for Information

- j) Township of McGarry

Re: Fix Long-Term Care Amendment Act, 2024-02-01

Reference: Received for Information

- k) Chris Gauthier, City Clerk - City of Brantford

Re: Reliable and Accessible Public Rail Transit - CN Rail, 2024-02-02

Reference: Received for Information

- l) Keith Brooks, Programs Director Environmental Defence

Re: OEB Decision Supporting Gas Affordability, 2024-02-12

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes from the District of Timiskaming Social Services Administration Board meeting held on December 20, 2023;
- b) Minutes from the Earlton Timiskaming Regional Airport Authority meeting held on December 20, 2023; and
- c) Minutes from the Timiskaming Health Unit Board of Health meeting held on December 6, 2023.

12. Reports by Members of Council

- a) Councillor Melanie Ducharme

Re: ROMA Report

- b) Councillor Danny Whalen

Re: ROMA Report

- c) Councillor Mark Wilson

Re: AMO Report and ROMA Report

13. Notice of Motions

14. New Business

- a) **Timiskaming Health Unit Resolution of Support – Public Health Strengthening and Chronic Disease Prevention (Correspondence from the January 16, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

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

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

Be it resolved that Council for the City of Temiskaming Shores supports the Public Health Sudbury and District's call on all health system actors to remain committed to maintaining appropriate investments in health promotion and chronic disease prevention, while ensuring health risks associated with its health protection work are managed; and

Further that a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy Premier/Minister of Health; the Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions; and the Timiskaming Health Unit.

b) **Temiskaming District Violence Against Women Coordinating Committee Resolution of Support - Request for Declaration of an epidemic in intimate partner violence and gender-based violence (Correspondence from the January 16, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

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

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

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

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

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

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

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

Whereas Council for the City of Temiskaming Shores recognizes that issues of gender-based violence and intimate partner violence are matters of local importance with far reaching implications on public health, EMS, and community services.

Now therefore be it resolved that Council for the City of Temiskaming Shores declare an epidemic in intimate partner violence and gender-based violence in accordance with recommendation #1 of the Renfrew County Inquest:

- 1) That intimate partner violence be integrated into the District of Timiskaming's community safety and well-being plan in accordance with recommendation #10 of the Renfrew County Inquest;
- 2) That Mayor Laferriere be requested to write a letter to The Honourable Doug Ford, Premier of Ontario requesting that the Province of Ontario reconsider their previous decision and declare intimate partner violence and gender-based violence as an epidemic and act on all of 86 recommendations from the Renfrew County Inquest by setting up a provincial implementation committee to oversee comprehensive consideration of all of the recommendations; and
- 3) That a copy of this resolution be sent to The Honourable Arif Virani, Minister of Justice; The Honourable Doug Ford, Premier of Ontario; The Honourable Charmaine A. Williams, Associate Minister of Women's Social and Economic Opportunity; Timmins James-Bay MP Charlie Angus; Nipissing-Timiskaming MP Anthony Rota; MPP John Vanthof; the Association of Municipalities of Ontario, the Rural Ontario Municipal Association; the Federation of Northern Ontario Municipalities, the Federation of Canadian Municipalities and the Police Services Board – Temiskaming.

c) **FONOM Resolution of Support - Comprehensive Social and Economic Prosperity Review (Correspondence Item from the January 16, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

Whereas municipal revenues, such as property taxes, do not grow with the economy or inflation; and

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

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

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

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

Whereas the province can and should invest more in the prosperity of communities; and

Whereas municipalities and the provincial government have a strong history of collaboration.

Therefore be it resolved that Council for the City of Temiskaming Shores asks the Province of Ontario to commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario; and

Further that a copy of this resolution be sent to the Premier of Ontario, Minister of Municipal Affairs and Housing, the Minister of Finance, the Association of Municipalities of Ontario, the Leaders of the Opposition, and the Federation of Northern Ontario Municipalities.

d) **Northern College Resolution of Support - Reforms to the International Student Program (Correspondence Item 10.g)**

Whereas the Federal Government has recently announced policy changes that will negatively affect publicly funded colleges, particularly those in small, northern and rural regions of Ontario, by altering the framework through which international students are admitted and managed; and

Whereas there is a growing concern over the inadequate funding of postsecondary education by the Ontario Government, which has placed additional financial pressures on publicly funded colleges, undermined their sustainability and made it more difficult for colleges to respond to the needs of local employers; and

Whereas Northern College has developed an important public-private college partnership with PURES College that contributes \$30 million annually in revenue to Northern College, equal to one-third of the Northern College Budget; and

Whereas students enrolled in programs offered through the PURES public-private partnership campuses are recognized as students of a publicly funded college and are held to the same high standards of academic rigor, are provided with comparable wrap-around support services to those offered at Northern College and receive a Northern College credential; and

Whereas the elimination of Post-Graduate Work Permits for students graduating from programs offered through the PURES public-private partnership campus would result in an immediate suspension of revenue to Northern College, adversely affect the sustainability of the college and undermining the ability to support local employers; and

Whereas the Federal Government's policy changes have been made abruptly, without any consultation with postsecondary institutions and without a clear understanding of the severe financial hardship to smaller public colleges primarily outside of the GTA; and

Whereas the Ontario Government has recently called together a group of experts who have released recommendations in the Blue-Ribbon Panel report that are designed to ensure the long-term sustainability of the postsecondary education sector in Ontario.

Be it resolved that Council for the City of Temiskaming Shores urges the Federal Government to reconsider its recent policy changes and specifically exempt public-private partner institutions from being excluded in offering students who successfully complete their program of study, a Post-Graduate Work Permit; and

Further that Council for the City of Temiskaming Shores urges the Ontario Government to immediately implement the Blue-Ribbon Panel recommendations and actively work with the Federal Government to restore the eligibility of public-private partner colleges, to grant students who successfully complete their program of study, a Post-Graduate Work Permit.

e) **Federation of Northern Ontario Municipalities (FONOM) Conference (One Additional Registration)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

f) **Proclamation – Bi-Annual Proclamation Schedule**

Draft Resolution

Moved by:

Seconded by:

Whereas at the February 6, 2024 Committee of the Whole meeting, Council approved the development of a bi-annual proclamation schedule.

Be it resolved that Council for the City of Temiskaming Shores hereby proclaims the following days in the City of Temiskaming Shores:

| | |
|--|-----------------------|
| Alzheimer's Awareness Month | Month of January 2024 |
| Epilepsy Awareness Month | Month of March 2024 |
| International Women's Day | March 8, 2024 |
| National Transit Driver Appreciation Day | March 18-22, 2024 |
| Purple Shirt Day | March 26, 2024 |
| Emergency Preparedness Week | May 7-13, 2024 |
| Victims and Survivors of Crime Week | May 12-18, 2024 |
| Canada Road Safety Week | May 14-20, 2024 |
| Mental Health Awareness Week | May 15-21, 2024 |
| National Public Works Week | May 19-25, 2024 |
| Paramedic Services Week | May 19-25, 2024 |

| | |
|---------------------------------|--------------------|
| Recreation and Parks Month | Month of June 2024 |
| Bike Month | Month of June 2024 |
| World Elder Abuse Awareness Day | June 15, 2024 |

And further that Council of the City of Temiskaming Shores respectfully acknowledges the importance of honouring the following holidays in the City of Temiskaming Shores:

| | |
|---------------|-------------------|
| New Years Day | January 1, 2024 |
| Family Day | February 19, 2024 |
| Good Friday | March 29, 2024 |
| Easter Monday | April 1, 2024 |
| Victoria Day | May 20, 2024 |

g) **Memo No. 008-2024-CS – Appointment of Secretary-Treasurer to the Committee of Adjustment**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2024-CS; and

That Council hereby appoints Shelly Zubycck as Secretary-Treasurer of the Committee of Adjustment effective January 1, 2024.

h) **Administrative Report No. CS-006-2024 - 2024 Remuneration and Benefits Non-Union/Management Group**

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-006-2024; and

That Council directs Staff to prepare the necessary by-law to provide for the remuneration and benefits of for Management/Non-Unionized staff for the period covering January 1, 2024, to December 31, 2024, for consideration at the February 20, 2024, Regular Council meeting.

i) **Administrative Report No. PW-005-2024 – Purchase of Used Transit Bus**

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-005-2024; and

That Council provides the Manager of Transportation Services with the delegated authority to secure the purchase of a used Transit Bus, with a total upset limit of \$150,000 plus applicable taxes.

j) **Memo No. 005-2024-RS - Ontario Trillium Foundation – Community Investment Grants**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2024-RS; and

That Council directs staff to submit a funding application to the Ontario Trillium Foundation – Community Investment Grants – Capital Stream program by March 6, 2024, for the Don Shepherdson Memorial Arena roof replacement project.

k) **Administrative Report No. RS-002-2024 – Ontario Northland Transportation Commission (ONTC) 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. RS-002-2024; and

That Council direct staff to provide notice to the Ontario Northland Transportation Commission (ONTC) under Section 32 of the ONTC/City of Temiskaming Shores Agency Agreement (By-law No. 2023-116), to terminate the agreement which provided for an ONTC Agency at the Pool and Fitness Centre, effective March 22, 2024.

15. By-Laws**Draft Resolution**

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2024-007 | Being a by-law to authorize the entering into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014 (2024-2027) |
| By-law No. 2024-008 | Being a by-law to amend By-law No. 2023-048 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M”– One Year Extension |
| By-law No. 2024-009 | Being a by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of an Excavator for Spring Ditching within the City of Temiskaming Shores |
| By-law No. 2024-010 | Being a by-law to enter into an agreement with Midwestern Line Striping Ltd. for the provision of Roadway Centre and Edge Line Painting Services |
| By-law No. 2024-011 | Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores |
| By-law No. 2024-012 | Being a by-law to enter into an agreement with Pollard Distribution Inc. for the supply, delivery and application of Liquid Calcium Chloride in the City of Temiskaming Shores |
| By-law No. 2024-013 | Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores |
| By-law No. 2024-014 | Being a by-law to authorize an Agreement with EXP Services Inc. for the performance of Biennial Bridge and Culvert Inspection Services |

- By-law No. 2024-015 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building
- By-law No. 2024-016 Being a by-law to amend By-law No. 2023-119 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041) – Amendment No. 1
- By-law No. 2024-017 A By-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for the long-term financing of certain capital work(s) of The Corporation of the City of Temiskaming Shores (the “Municipality”); and to authorize the entering into of a Rate Offer Letter Agreement pursuant to which the Municipality will issue debentures to OILC
- By-law No. 2024-018 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2024 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow from May 12 – 15, 2024 (Project No. 852-515030)
- By-law No. 2024-019 Being a by-law to provide for the remuneration and benefits of Management/Non-Union Employees of the Corporation of the City of Temiskaming Shores

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

16. Schedule of Council Meetings

- a) Committee of the Whole – March 5, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – March 19, 2024 starting at 6:00 p.m.

17. Question and Answer Period

18. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the January 16, 2024 and February 6, 2024 Closed Session Minutes; and
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall).

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2024-020** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Committee of the Whole Meeting held on February 6, 2024, and for its Regular meeting held on February 20, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

20. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



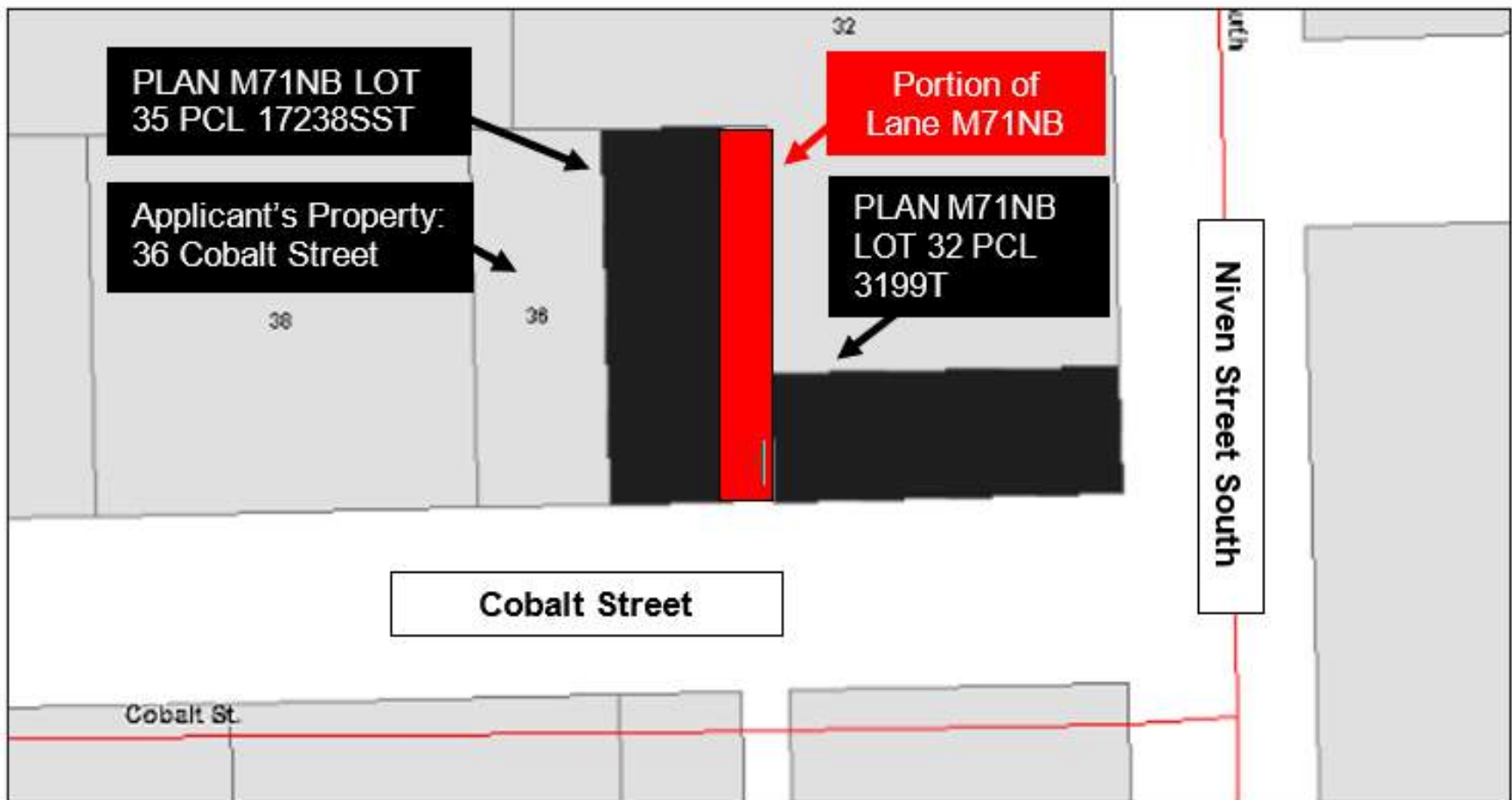
Application to Purchase Municipal Land

Background

- Application from North Wood Homes (Jared Fleming), for the purchase of Lot 32 (PCL 3199T) on Niven Street South, Lot 35 (PCL 17238SST) on Cobalt Street, and a portion of an intervening lane (unopened road allowance).
- The Applicant own the residential land adjacent to the subject properties (36 Cobalt Street) is seeking to purchase the subject properties adjacent to the parcel owned by the applicant, and an intervening lane, for the purpose of residential use; i.e., one to two residential dwelling(s).
- The purchase of the lots would be required to accommodate the extension of a water service from the main on Niven Street South, as the waterline on Cobalt Street is too small to service one to two new dwellings.

Application to Purchase Municipal Land

Key Map





Application to Purchase Municipal Land

Disposition of Land By-law No. 2015-160

Section 3 – Disposal Method

If approved, a direct disposition to the applicant

Section 4 – Determination of Value

Recommend price for portion of lane \$500, plus all associated costs
Recommend price for lots, based on an appraisal to determine fair market value, plus all associated costs.

Section 6 – Public Meeting Notice

Notice emailed to Utility Companies and mailed to adjacent landowner.

Notice via City Bulletin and Website.

February 20, 2024

Application to Purchase Municipal Land



Additional Information

- A reference plan would be required for legal description of subject road allowance (portion of lane), as well as adopting a Stop up and Close By-law.
- The subject property is:
 - designated Residential Neighbourhood in the City's Official Plan
 - Low Density Residential (R2) in the City's Zoning By-law

Application to Purchase Municipal Land



Comments

- Manager of Environmental Services - Water servicing would have to come from Niven Steet South.
- Planner – Option to establish easements across the municipal properties to accommodate the service lateral; however, it is much cleaner if the properties are transferred (i.e. sold).
- No concerns from Staff, and they are supportive of the request.
- No public comments received to date on the application.
- No concerns received from utility companies (notice emailed to Hydro, Enbridge, Bell, Eastlink, Telebec.).



Application to Purchase Municipal Land

Comments

Ontario Northland provided the following comments:

- ONTC has a rail right-of-way in proximity of the subject property, and that the operation of the railway will produce noise and vibration. The applicant(s) will not be entitled to make any complaint or claim against ONTC for nuisance or otherwise relating to the operation of the railway in proximity to the subject property.
- There may be alternations to or expansion of the rail facilities on such right-of-way in the future including the possibility that ONTC may expand its operations.
- ONTC will not be responsible for any complaints or claims arising from operations on, over and under the rail right-of-way.
- Guidelines for Development in Proximity to Ontario Northland Railway Operations be considered in any planning applications for future development of the property.

February 20, 2024

Application to Purchase Municipal Land

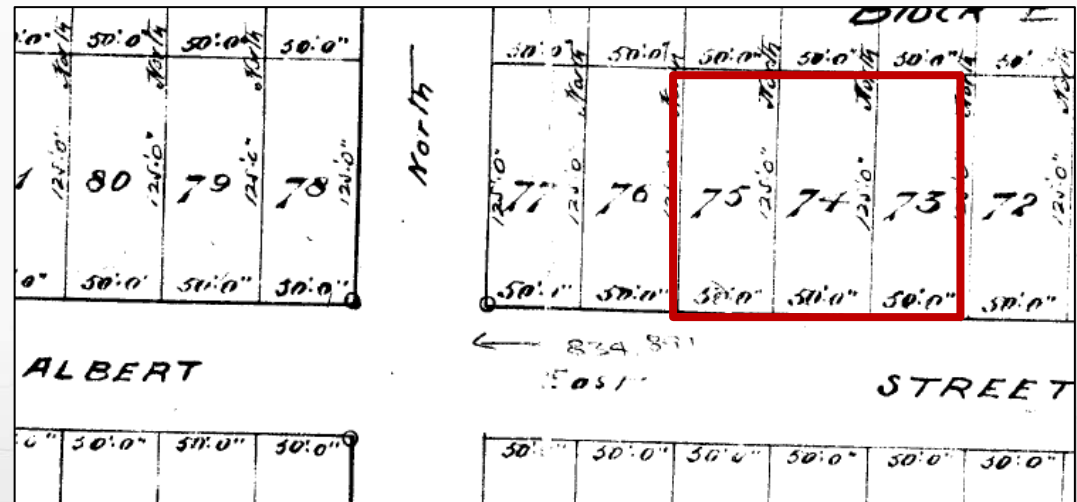
Next Steps – *conditional on public input, and if approved:*

- Order a survey to legally describe the portion of the subject road allowance (portion of lane).
- Order an appraisal to determine fair market value for the two lots.
- Adoption of a Stop Up and Close By-law for Road Allowance and Lanes.
- Administrative Report recommending a Purchase and Sale agreement.
- Adoption of a Deeming By-law to merge the lots on title (if required).

Application to Purchase Municipal Land

Background

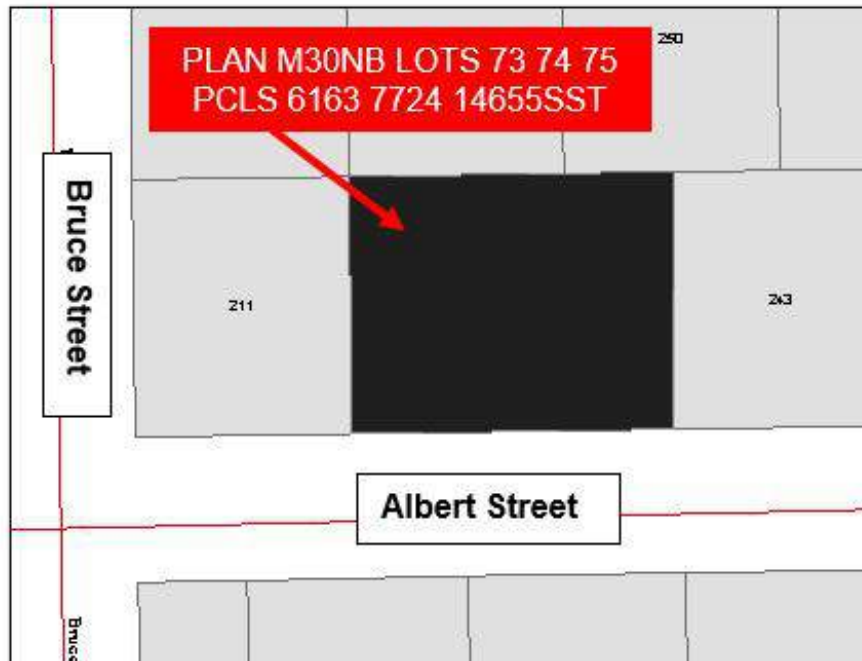
- Application from Yvon Champoux Inc., for the purchase of Lots 73, 74, and 75 (PCLS 6163 7724 14655SST) on Albert Street, shown on Plan M30-NB.
- The applicant is seeking to purchase the subject lands to create two lots (sized 75'x125') for the purpose of constructing a residential fourplex (walkout ground apartments), on each lot (total of eight apartments).



Excerpt of Plan M30-NB

Application to Purchase Municipal Land

Key Map





Application to Purchase Municipal Land

Disposition of Land By-law No. 2015-160

Section 3 – Disposal Method

If approved, a direct disposition to the applicant

Section 4 – Determination of Value

Recommend price for lots, based on an appraisal to determine fair market value, plus all associated costs.

Section 6 – Public Meeting Notice

Notice emailed to Utility Companies

Mailed to surrounding landowners

Notice via City Bulletin and Website

February 20, 2024



Application to Purchase Municipal Land

Additional Information

- The subject property is:
 - designated Residential Neighbourhood in the City's Official Plan
 - Medium Density Residential (R3) in the City's Zoning By-law
- Comments from Planner
 - The property is sloped west to east, and there is reason to believe that it may have been filled, so engineered fill may be required.
 - Installing 2 units on 3 lots would require the severance of the middle lot, which would involve a survey. The City has the authority to describe the lands via Reference Plan, without proceeding with a formal Consent process.

February 20, 2024



Application to Purchase Municipal Land

Comments

- Manager of Environmental Services - Curbstops have been located for each lot indicating that there are municipal water/sewer services at property line.
- No concerns from Staff, and they are supportive of the request.
- No public comments received to date on the application.
 - One member of the public is registered to speak following the presentation
- No concerns received from utility companies (notice emailed to Hydro, Bell, Eastlink, Telebec.).

Application to Purchase Municipal Land



Comments

- Enbridge Gas Inc.:
- Service lines running within the area which may or may not be affected by the proposed Site Plan. Should the proposed site plan impact these services, it may be necessary to terminate the gas service and relocate the line according to the new property boundaries. Any Service relocation required would be at the cost of the property owner.
- If there is any work at the Enbridge easement and on/near any existing facilities, request contacting them as early as possible (1 month in advance at least) so they can exercise engineering assessment. The purpose is to ensure the integrity of the main is maintained and protected.
- In the event that an easement is required to service this development, and any future adjacent developments, the applicant would provide the easement(s) to Enbridge Gas at no cost.



Application to Purchase Municipal Land

Next Steps – *conditional on public input, and if approved:*

- Order a survey to legally describe the lands (three lots to two lots)
- Order an appraisal to determine fair market value for the two lots
- Administrative Report recommending a Purchase and Sale agreement.



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

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

The meeting was called to order by Mayor Laferriere at 3:00 p.m.

3. Roll Call

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

Media: 2
Delegates: N/A
Members of the Public: 0

4. Review of Revisions or Deletions to the Agenda

None

5. Approval of the Agenda

Resolution No. 2024-001

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

None

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

None

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

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

Resolution No. 2024-002

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

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.

Carried

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

Resolution No. 2024-003

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

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.

Carried

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

Resolution No. 2024-004

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2024-005

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-006

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2024-007

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-008

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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.

Carried

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – December 2023

Resolution No. 2024-009

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-010

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

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.

Carried

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

Resolution No. 2024-011

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-012

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

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.

Carried

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

Resolution No. 2024-013

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

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.

Carried

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

Resolution No. 2024-014

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2024-015

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

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.

Carried

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

Resolution No. 2024-016

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council hereby adjourns its meeting at 3:32 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 16, 2024 – Immediately Following the
Committee of the Whole Meeting
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

The meeting was called to order by Mayor Laferriere at 3:36 p.m.

3. Roll Call

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Ian Graydon, Danny Whalen, and Mark Wilson

Present: Amy Vickery, City Manager
Logan Belanger, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Mathew Bahm, Director of Recreation
James Franks, Economic Development Officer
Brad Hearn, Information Systems & Technology
Jennifer Pye, Planner
Steve Burnett, Manager of Environmental Services
Steve Langford, Fire Chief
Stephanie Leveille, Treasurer

Regrets: Councillors Jesse Foley and Nadia Pelletier-Lavigne

Media: 2

Delegates: N/A
Members of
the Public: 0

4. Review of Revisions or Deletions to Agenda

None

5. Approval of Agenda

Resolution No. 2024-017

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

Councillor Melanie Ducharme disclosed a Declaration of Conflict of Interest on Communications Item 10 b), a letter from the Temiskaming District Violence Against Women Coordinating Committee, regarding a request for a declaration of an epidemic in intimate partner violence and gender-based violence, as she is the chair of the Committee.

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

None

8. Review and Adoption of Council Minutes

Resolution No. 2024-018

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

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

Carried

9. Presentations / Delegations

None

10. Correspondence/ Communications

- a) North Wood Homes

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

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

- b) Temiskaming District Violence Against Women Coordinating Committee

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

Reference: Received for Information

Note: Councillor Wilson requested that this item be returned for Council consideration

- c) Timiskaming Health Unit

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

Reference: Received for Information

- d) Timiskaming Health Unit

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

Reference: Received for Information

Note: Councillor Wilson requested that the resolution of support be returned for Council consideration

- e) Association of Municipalities of Ontario (AMO)

Re: Resolution of Support - Social and Economic Prosperity Review

Reference: Received for Information

Note: Councillor Whalen requested that this item be returned for Council consideration

Councillor Ducharme disclosed a conflict of interest related to Correspondence Item 10 b); therefore, did not participate in the discussion of the subject matter nor did she vote on Resolution No 2024-019.

Resolution No. 2024-019

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2024-020

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

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

- f) Minutes from the Temiskaming Shores Accessibility Advisory Committee meeting held on November 14, 2023.

Carried

12. Reports by Members of Council

Councillor Whalen updated that the Temiskaming Municipal Association (TMA) has scheduled its first meeting in 2024, and a topic of discussion will be municipal responsibilities to regulate exotic animals.

Mayor Laferriere updated that City staff have met with Barry Phippen regarding the Rockin' On Canada Day event scheduled from June 29-30, 2024. Mr. Phippen will present the details of the event to Council at an upcoming meeting.

13. Notice of Motions

None

14. New Business

a) Council Attendance at Various Conferences

Association of Municipalities of Ontario

Resolution No. 2024-021

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

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

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

Carried

PDAC Conference

Resolution No. 2024-022

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

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

Carried

Ontario Good Roads Association Conference (OGRA)

Resolution No. 2024-023

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

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

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

Deferred

Federation of Northern Ontario Municipalities (FONOM) Conference

Resolution No. 2024-024

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor** _____ and **Mayor Laferriere** to the Federation

of Northern Ontario Municipalities (FONOM) Conference scheduled for May 6-8, 2024 in Greater Sudbury;

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

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

Deferred

15. By-Laws

Resolution No. 2024-025

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that:

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

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

Carried

16. Schedule of Council Meetings

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

17. Question and Answer Period

None

18. Closed Session

Resolution No. 2024-026

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council agrees to convene in Closed Session at 4:10 p.m. to discuss the following matters:

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

Carried

Resolution No. 2024-027

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to rise with report from Closed Session at 4:20 p.m.

Carried

Matters from Closed Session

Adoption of the December 19, 2023 Closed Session Minutes

Resolution No. 2024-028

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the December 19, 2023 Regular Council meeting.

Carried

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

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

Resolution No. 2024-029

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores approve the Collective Agreement with CUPE Local 5014 for the period covering 2024-2027; and

That Council directs staff to prepare the necessary by-law to confirm the adoption of the 2024-2027 Collective Agreement with CUPE Local 5014, at the February 20, 2024 Regular Council meeting.

Carried

19. Confirming By-law

Resolution No. 2024-030

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

Carried

20. Adjournment

Resolution No. 2024-031

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council hereby adjourns its meeting at 4:23 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, February 6, 2024 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

The meeting was called to order by Mayor Laferriere at 3:00 p.m.

3. Roll Call

| | |
|----------|--|
| Council: | Mayor Jeff Laferriere; Councillors Melanie Ducharme, Jesse Foley (Virtual), Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson |
| Present: | Amy Vickery, City Manager Logan Belanger, Municipal Clerk Sarah Goodyear, Communications and Strategic Initiatives Coordinator Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation Brad Hearn, Information Systems & Technology Mitch McCrank, Manager of Transportation Services Steve Burnett, Manager of Environmental Services Steve Langford, Fire Chief Stephanie Leveille, Treasurer |

Regrets: N/A

Media: 1

Delegates: N/A

Members of
the Public: N/A

4. Review of Revisions or Deletions to the Agenda

None

5. Approval of the Agenda

Resolution No. 2024-032

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

Councillor Jesse Foley disclosed a Declaration of Conflict of Interest on Closed Session Item No. 13 c) regarding a discussion under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations, for Management / Non-Union Staff Discussions, as his sister is a non-union employee with the City of Temiskaming Shores.

Councillor Ian Graydon disclosed a Declaration of Conflict of Interest on Closed Session Item No. 13 c) regarding a discussion under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations, for Management / Non-Union Staff Discussions, as his daughter is a non-union employee with the City of Temiskaming Shores.

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. 005-2024-PW – Agreement Extension Granular “M”

Resolution No. 2024-033

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2024-PW; and

That Council directs staff to prepare the necessary amendment to By-law No. 2023-048 to extend the current agreement with Miller Paving Limited for one year (2024), for the supply and delivery of Granular “M” (estimated 12,000 t) in the amount of \$12.95 per ton for a total of \$155,400.00, plus applicable taxes (same unit cost as 2023), for consideration at the February 20, 2024 Regular Council meeting.

Carried

2. Memo No. 006-2024-PW – Transportation Services Operations Update

Resolution No. 2024-034

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2024-PW, regarding the Transportation Services Operations Update for information purposes.

Carried

3. Memo No. 007-2024-PW – Environmental Services Operations UpdateResolution No. 2024-035

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2024-PW, regarding the Environmental Services Operations Update for information purposes.

Carried**4. Administrative Report No. PW-002-2024 – 2024 Spring Request for Tender (RFT) Awards**Resolution No. 2024-036

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

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

That Council directs staff to prepare the necessary by-laws to enter into an agreement with the following:

| Contractor | Purpose | Amount (plus HST) |
|-----------------------------------|------------------------------------|------------------------------|
| Demora Construction Services Inc. | Excavator Rental – Spring Ditching | \$ 15,900.00 |
| Midwestern Line Striping Ltd. | Roadway Line Painting | \$ 49,872.55 |
| Miller Paving Limited | Asphalt Patching Services | \$ 387,625.00 |
| Pollard Distribution Inc. | Liquid Calcium Chloride | \$ 68,308.50 |
| Pedersen Construction (2013) Inc. | Concrete Sidewalk & Curb Repairs | \$ 125,400.00 |

for consideration at the February 20, 2024, Regular Council meeting.

Carried

5. Administrative Report No. PW-003-2024 – RFP Award – Biennial Bridge, Culvert & Provisional Roof Inspections

Resolution No. 2024-037

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs Staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for professional engineering services to prepare the Biennial Bridge & Culvert report, for a total upset limit of \$11,745.00 plus applicable taxes, which excludes provisional roof inspections, for consideration at the February 20, 2024 regular Council Meeting.

Carried

6. Administrative Report No. PW-004-2024 – FoodCycler Pilot Program

Resolution No. 2024-038

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

That Council directs staff to increase funds within the 2024 Solid Waste Operating Budget for the FoodCycler Pilot Project, resulting in a net municipal cost increase of \$5,400 based on 54 additional registrants.

Carried

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 003-2024-RS – NOHFC Community Enhancement Program Application

Resolution No. 2024-039

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to submit a Phase 1 application to the Northern Ontario Heritage Fund Corporation (NOHFC) Community Enhancement Program – Rural Enhancement Stream, for Recreation Park Upgrades.

Carried

2. Memo No. 004-2024-RS – Recreation Operations Update – February 2024

Resolution No. 2024-040

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2024-RS, regarding the Recreation Operations Update for the Month of February 2024 for information purposes.

Carried

3. Administrative Report No. RS-001-2024 – Spurline Concrete Request for Quotation (RFQ) Award

Resolution No. 2024-041

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

That Council approve the reallocation of funds in the 2024 Capital Budget from the Recreation Park Upgrades project in the amount of \$26,000 to the Spurline Concrete; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, for consideration at the February 20, 2024, Regular Council meeting.

Carried

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – January 2024

Resolution No. 2024-042

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report for the month of January 2024, for information purposes.

Carried

2. Memo No. 001-2024-PPP – Temiskaming Shores Fire Department Annual Report 2023

Resolution No. 2024-043

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2024-PPP, regarding the 2023 Annual Report for the Temiskaming Shores Fire Department for information purposes.

Carried

3. Administrative Report No. PPP-002-2024 – Appointment of Auxiliary Firefighters

Resolution No. 2024-044

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

That Council hereby appoints Eric Geoffroy and Gilbert Breault as Auxiliary Firefighters to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

Carried

4. Administrative Report No. PPP-003-2024 – Appointment of Volunteer Captain

Resolution No. 2024-045

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

That Council hereby appoints Ian Mackey as Volunteer Captain for the Temiskaming Shores Fire Department, Station No. 3 (Dymond), in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

Carried

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Council Attendance at Various Conferences

Ontario Good Roads Association Conference (OGRA) (deferred from January 16, 2024 Regular Council Meeting)

Resolution No. 2024-046

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

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

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

Carried

***Federation of Northern Ontario Municipalities (FONOM) Conference
(deferred from January 16, 2024 Regular Council Meeting)***

Resolution No. 2024-047

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

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

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

Carried

2. Memo No. 004-2024-CS – Development of an Annual Proclamation Schedule

Resolution No. 2024-048

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

That Council directs staff to prepare a bi-annual proclamation schedule, and to present the January to June proclamations for consideration at the February 20, 2024 Regular Council meeting.

Carried

3. Memo No. 005-2024-CS – 2024 Prospectors & Developers Association of Canada (PDAC) Convention Funding Agreement Amendment No. 1

Resolution No. 2024-049

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2024-CS;

That Council provides the Clerk with the delegated authority to sign the 2024 PDAC Funding Agreement Amendment No. 1, with the Federal Economic Development Agency for Northern Ontario (FedNor), to increase marketing requirements at no additional cost to the City; and

That Council directs staff to prepare the necessary by-law to amend by-law No. 2023-119, to enter an agreement with FedNor for the Northern Ontario Pavilion at the 2024 PDAC Event, to confirm an increase in the marketing budget by \$53,750, for consideration at the February 20, 2024 Regular Council meeting.

Carried

4. Memo No. 006-2024-CS – Ontario Infrastructure and Lands Corporation (OILC) Application(s)

Resolution No. 2024-050

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2024-CS;

That Council directs the Treasurer to proceed with the application(s) to the OILC for capital works as approved in By-law No. 2021-082 (2021 Municipal Budget), By-law No. 2022-088 (2022 Municipal Budget), By-law No. 2023-043 (2023 Municipal Budget), By-law No. 2022-074 (Agreement with RPM Tech for the Supply of Snowblower Attachments); and

That Council directs the Treasurer to proceed with other applicable by-laws as per the OILC program, being a funding agreement and debenture(s) as required for approved capital works.

Carried

5. Memo No. 007-2024-CS – Rural Economic Development (RED) Funding Application

Resolution No. 2024-051

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2024-CS; and

That Council directs staff to submit a funding application to the Ontario Ministry of Agriculture, Food & Rural Affairs (OMAFRA) Rural Economic Development (RED) program for economic development projects.

Carried

6. Administrative Report No. CS-004-2024 – Health and Safety Compliance

Resolution No. 2024-052

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Program and the Violence in the Workplace Harassment and Violence in the Workplace Prevention Program, in accordance with the Occupational Health and Safety Act.

Carried

7. Administrative Report No. CS-005-2024 – Potential Funding Agreement for the Northern Ontario Mining Showcase (NOMS) at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention 2024

Resolution No. 2024-053

Moved by: Councillor Graydon

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-005-2024; and

That should the Federal Economic Development Agency for Northern Ontario approve to lead the 2024 Northern Ontario Mining Showcase (NOMS) at the

Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention and tradeshow held in Vancouver from May 12 to May 15, 2024, that Council directs staff to prepare the necessary by-law to enter a funding agreement with FedNor for the event, for consideration at the February 20, 2024 Regular Council meeting.

Carried

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – February 20, 2024 starting at 6:00 p.m.
- b) Committee of the Whole – March 5, 2024 starting at 3:00 p.m.

13. Closed Session

Resolution No. 2024-054

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council agrees to convene in Closed Session at 4:15 p.m. to discuss the following matters:

- a) Under section 239 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction regarding the New Liskeard Marina;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall); and
- c) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Management / Non-Union Staff Discussions.

Carried

Resolution No. 2024-055

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to rise with report from Closed Session at 6:52 p.m.

Carried

Matters from Closed Session

Under section 239 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction regarding the New Liskeard Marina

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

Resolution No. 2024-056

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council directs staff to cancel Expression of Interest No. CS-EOI-001-2023, release a request for proposal for the lease of the New Liskeard Marina building and Marina operations, and to investigate a long-term plan for the property.

Carried

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

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

Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Management / Non-Union Staff Discussions.

Councillor Graydon disclosed a conflict of interest with this item and left the Closed Session meeting at 5:20 p.m.; therefore, did not participate in the discussion of the subject matter.

Councillor Foley disclosed a conflict of interest with this item and left the Closed Session meeting during Item 13 a) (i.e. 4:37 p.m.); therefore, did not participate in the discussion of the subject matter.

Amy Vickery, City Manager was designated Clerk for this item and for the duration of the meeting. Logan Belanger, Clerk left the meeting at 5:21 p.m.

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

14. Adjournment

Resolution No. 2024-057

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council hereby adjourns its meeting at 6:55 p.m.

Carried

Mayor

Clerk

To: Chair of the Board, Earlton-Timiskaming Regional Airport Authority

From: James Smith, Manager, Earlton-Timiskaming Regional Airport, The Loomex Group

Date: December 07, 2023

Re: Managers Report, November 2023

Miscellaneous Updates:

November was a relatively quiet month mainly due to inclement weather; we saw a lot of varied types of precipitation from freezing rain to our first big snowfall of 9 cm.

We welcomed a new tenant to our Airport Family with the lease of another one-year tie down. We now have three aircraft parked on our flight line and no room left to rent in our T hangers.

We had 1 charter last month with 2 passengers.

Infrastructure Issues:

Nothing new to report.

Staff / Training:

November 1st and 2nd Airport staff conducted our annual recurrent training for winter operations. As per the 15th May 2020 amendments to the Aeronautics Act, all runway inspectors (RIs) will have to be trained and certified to file AMSCRs (RSCNOTAMs) (Canadian Aeronautics Act, Canadian Aviation Regulations (CARs), Part III, Division IV, 302.418).

Training subjects include:

- Inspection, assessment and reporting of conditions for all aircraft movement surfaces
- Runway overall conditions
- Paved and un-paved surfaces
- Operational friction measurement and reporting for entire runway length (CRFI) and reporting our findings to Nav Canada through the on line reporting mechanism NES.

November 7th & 8th we conducted our SMS /Human factors training through Loomex. This is required training as per Transport Canada regulations and was attended by all Airport staff including the AE.

Equipment:

All equipment is in good working order.

Winter Operations: 2023/2024 Summary:

This winter season started off busy with us activating our snow operations 7 times this month compared to 5 last year.

We had 1 call out for runway condition update that was charged back to Ornge.

| Date | Accumulation | Lights broken | Equipment Issues/ other | Overtime | Winds |
|-----------|-----------------|---------------|-------------------------|----------|---------------------------|
| Nov 01 23 | 1 cm wet now | N/A | N/A | N/A | NA |
| Nov 09 23 | 9cm wet snow | N/A | N/A | N/A | S 5-10 |
| Nov 19 23 | Ornge call out | N/A | N/A | 6 | N 15-20 |
| Nov 22 23 | 2.5cm dry snow | N/A | N/A | N/A | Calm |
| Nov 23 23 | 2.5cm dry snow | N/A | N/A | N/A | Calm |
| Nov 27 23 | 7.62cm dry snow | N/A | N/A | N/A | WNW 15-30 |
| Nov 29 23 | 2 cm dry snow | N/A | N/A | N/A | S 10-15 |
| Nov 30 23 | 2cm dry snow | N/A | N/A | N/A | S10-15 |

Yours Truly,

Jamie Smith

EARLTON-TIMISKAMING REGIONAL AIRPORT NOVEMBER 2023

REVENUE

| | <u>ACTUAL</u> | <u>YTD</u> |
|------------|---------------|------------|
| Fuel | \$11,215 | \$290,267 |
| Operations | \$75,025 | \$329,447 |
| | <hr/> | <hr/> |
| | \$86,240 | \$619,714 |

EXPENSES

| | | |
|------------|----------|-----------|
| Fuel | \$0 | \$188,727 |
| Operations | \$32,708 | \$301,734 |
| | <hr/> | <hr/> |
| | \$32,708 | \$490,461 |

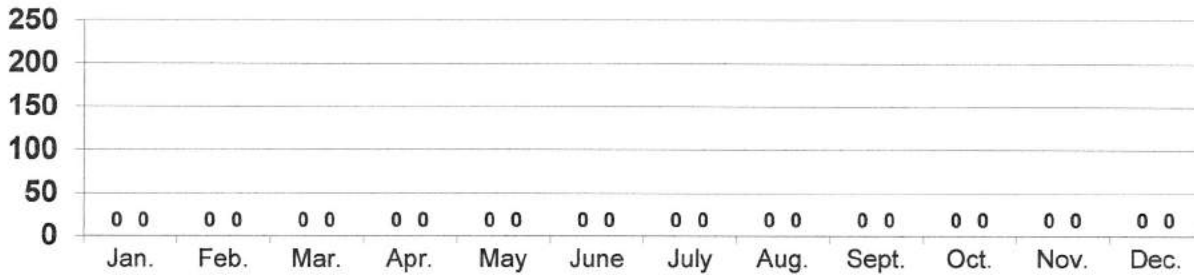
NET PROFIT/LOSS

| | | |
|------------------|----------|-----------|
| Fuel | \$11,215 | \$101,540 |
| Operations | \$42,317 | \$27,713 |
| Capital Expenses | | |
| | <hr/> | <hr/> |
| | \$53,532 | \$129,253 |

| | | |
|--------------------------------|----|--------|
| <u>FUEL INVENTORY - JET A1</u> | \$ | 18,350 |
| <u>FUEL INVENTORY - AVGAS</u> | \$ | 7,217 |
| <u>FUEL INVENTORY - DIESEL</u> | \$ | 5,540 |

Air Carriers Movements

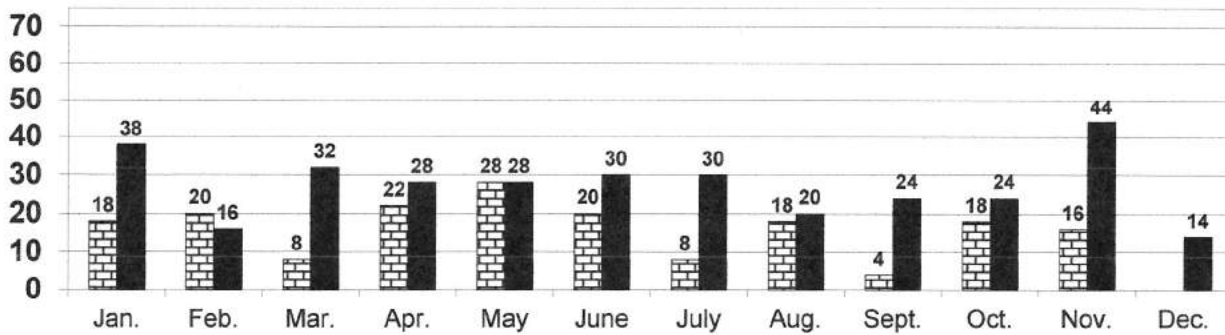
▨ 2023
■ 2022



Air Ambulance Movements

YTD 2023 160
Total 2022 328

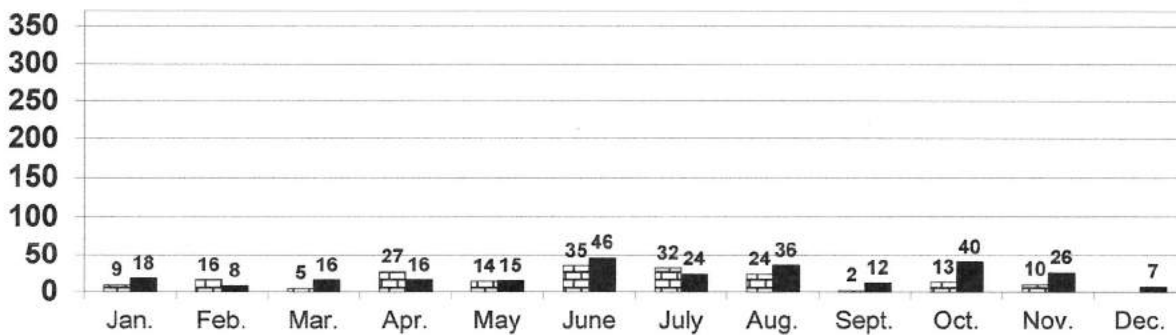
▨ 2023
■ 2022



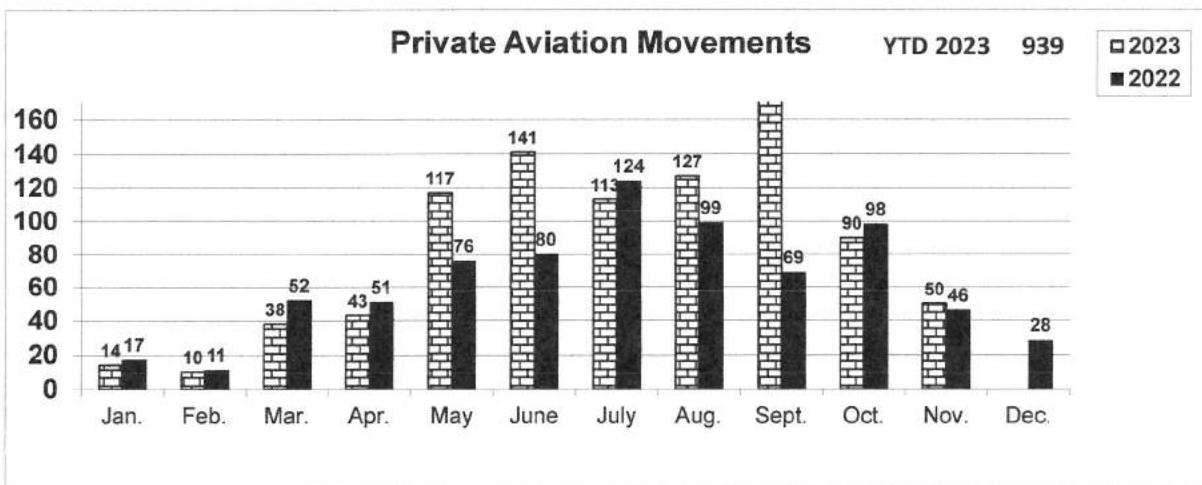
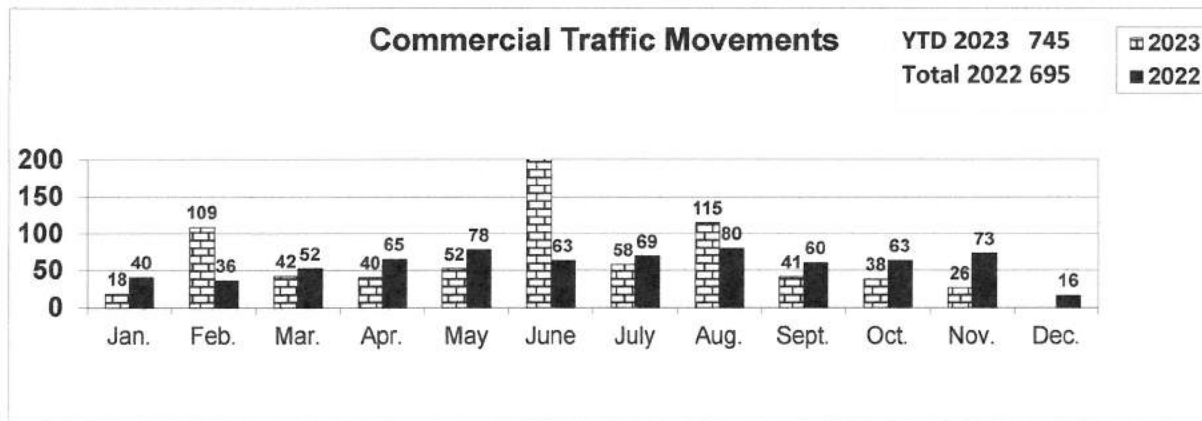
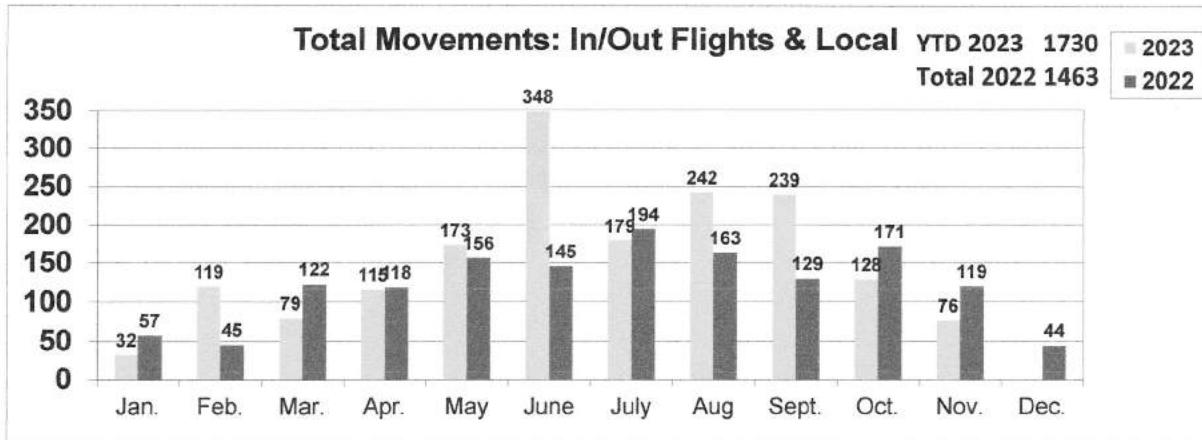
Pgrs. via Air Charter

YTD 2023 187
Total 2022 264

▨ 2023
■ 2022



ANNUAL AIRCRAFT MOVEMENTS



Community Contribution Summary
2023 Sharing Contribution
Per Capita Contribution - \$9.80

| <u>Community</u> | <u>Population</u> | <u>Contribution</u> | <u>Paid</u> |
|----------------------------|-------------------|---------------------|---------------------|
| Armstrong | 1199 | \$11,750 | \$11,750.00 |
| Casey | 341 | \$3,342 | \$3,342.00 |
| Chamberlain | 311 | \$3,048 | \$3,098.00 |
| Charlton and Dack | 686 | \$6,723 | \$6,723.00 |
| Coleman | 517 | \$5,067 | \$5,067.00 |
| Englehart | 1442 | \$14,132 | \$14,132.00 |
| Evanturel | 502 | \$4,920 | \$2,460.00 |
| Harley | 524 | \$5,135 | \$5,135.00 |
| Harris | 530 | \$5,194 | \$5,194.00 |
| Hilliard | 215 | \$2,107 | \$2,107.00 |
| Hudson | 530 | \$5,194 | \$5,194.00 |
| Temiskaming Shores | 9634 | \$94,413 | \$94,413.00 |
| Thornloe | 92 | \$902 | \$902.00 |
| Total Contributions | 16523 | \$161,927 | \$159,517.00 |

Donation

| | | | |
|----------------------------|-----|------------------|------------------|
| Kerns | 358 | \$3,508 | |
| | | | |
| Total Contributions | | \$165,435 | \$159,517 |

As of December 12, 2023

**Ministry of Natural
Resources and Forestry**

Office of the Minister

99 Wellesley Street West
Room 6630, Whitney Block
Toronto ON M7A 1W3
Tel: 416-314-2301

**Ministère des Richesses
naturelles et des Forêts**

Bureau du ministre

99, rue Wellesley Ouest
Bureau 6630, Édifice Whitney
Toronto ON M7A 1W3
Tél.: 416 314-2301



January 19, 2024

To: Northern Ontario Municipalities

Subject: Crown Land Disposition in Northern Municipalities

I am writing to highlight our government's commitment to improving service delivery by helping northern and Indigenous communities meet housing needs and economic development goals. My ministry has established a new Crown Land Disposition Task Team to help northern municipalities and Indigenous communities with the process to purchase Crown lands within an existing municipality.

The Crown Land Disposition Task Team was established to provide direct support to communities that are interested in acquiring Crown land to advance priority projects that are critical for economic development or to support housing needs. The task team is supporting the disposition process by improving clarity, transparency, efficiency, timeliness and by providing additional capacity to help communities navigate the process. This team is available to learn about your priority projects and to help identify available parcels of Crown land that may be most suitable for sale. You can contact the team directly at cldtt.mnrf@ontario.ca.

Specifically, the new task team will:

- Provide support and advice to northern municipalities and Indigenous communities throughout the sale process.
- Screen available Crown lands within municipal boundaries and identify the most suitable parcels for purchase.
- Support engagement and set out processes for consultation.

My ministry has worked hard to meet your expectations around improved clarity, timeliness and capacity to navigate the process for acquiring Crown lands. We have created a new web page ([English link](#), [French link](#)) that includes:

- a one window contact process through the new task team
- process maps that clarify the process
- an application form to be used when you are ready, and
- a simplified guide that will be a resource to work through the process.

The new guide to Acquisition of Crown land within Municipal Boundaries is consistent with current policy direction and sets out two categories of dispositions:

- A simplified explanation of the process for dispositions to municipalities for municipal infrastructure that explains how environmental assessments can be streamlined.
- A clarified process for dispositions for economic development including, lands for housing or cottage lots that will improve the timeliness of approvals.

Any sale of Crown land will be undertaken with care, consistent with all applicable legislative requirements and in a manner that respects Aboriginal and Treaty rights. Consultation with Indigenous communities and relationship building remain priority obligations and of great interest for Ontario. The ministry continues to encourage municipalities to work with Indigenous communities throughout the process, and early engagement and dialogue will be important. Projects that are submitted in partnership with Indigenous communities will be considered high priority.

If you have any questions about this initiative, you can reach out directly to the Crown Land Disposition Task Team at cldtt.mnrf@ontario.ca. You are also welcome to contact Holly Fullager, Director of Stakeholder Relations, from my office, at holly.fullager@ontario.ca or 437-224-6690.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Graydon Smith', written in a cursive, flowing style.

The Honourable Graydon Smith
Minister of Natural Resources and Forestry

c: The Honourable Paul Calandra, Minister of Municipal Affairs and Housing



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

January 19, 2024

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

Attn: Amy Vickery

Dear Amy:

Please find enclosed in your budget package, the following budget documents:

- a) 2024 Budget
- b) Municipal Billing Comparison 2024 (compared to 2023)

In 2024, as in every year, the DTSSAB will strive to maximize the financial contributions from senior levels of government to minimize the impact to municipalities. This year, the DTSSAB is faced with an increase in the municipal billing of \$ 365,964 or 5.36% compared to the 2023 municipal amount billed. To reduce the cost to municipalities, the Board will use \$463,000 from the working fund reserve, resulting in a net billing increase of 0%.

The apportionment cost to the City of Temiskaming Shores will be as follows:

| | | | |
|----------------------|-------------|----------------------|-------------|
| 2024 Apportionment | \$2,525,865 | 2023 Apportionment | \$2,443,950 |
| Reserve Contribution | \$ 128,587 | Reserve Contribution | \$ 55,155 |
| 2024 Owed to DTSSAB | \$2,397,278 | 2023 Owed to DTSSAB | \$2,388,795 |

Overall, your township will see a billing increase of \$8,483 or 0.36% over your 2023 billing. There are 4 factors that contribute to your apportionment amount, and your final apportionment depends on each of these factors (property assessment (MPAC), Ontario Works caseload (MCCSS), population (Statistics Canada), and number of households (Statistics Canada)). As per our past procedure, you will receive monthly invoices for your 2024 payments.

If you have any questions in regard to our budget figures, please contact Director of Finance, Janice Loranger, at lorangerj@dtssab.com.

Yours sincerely,

Mark Stewart
Chief Administrative Officer
705-567-9366 ext. 3229 - stewartm@dtssab.com

☐ PO Box/CP 6006
290, rue Armstrong Street
New Liskeard ON P0J 1P0

Phone/Tél: 705-647-7447
1-800-627-2944
Fax/Télé: 705-647-5267

☐ PO Box/CP 310
29, ave Duncan Avenue N
Kirkland Lake ON P2N 3H7

Phone/Tél: 705-567-9366
1-888-544-5555
Fax/Télé: 705-567-9492



DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD

2024 BUDGET

| Program | 2024 Budget | 2023 Budget | % Variance | 2024 Contribution From Reserves | 2023 Contribution From Reserves | 2024 Fed/Prov Share | 2023 Fed/Prov Share | 2024 TWOMO Share | 2023 TWOMO Share | 2024 Municipal Share | 2023 Municipal Share | Municipal Variance | % Variance of Program |
|--------------------------------|---------------|---------------|------------|---------------------------------|---------------------------------|---------------------|---------------------|------------------|------------------|----------------------|----------------------|--------------------|-----------------------|
| Ontario Works | 7,687,700 | 7,641,800 | | | | | | | | | | | |
| Employment Assistance | 220,000 | 220,000 | | | | | | | | | | | |
| OW Program Support Allocation | 1,305,100 | 1,351,000 | | | | | | | | | | | |
| Contribution to Reserves | - | - | | | | | | | | | | | |
| Subtotal | 9,212,800 | 9,212,800 | 0.00% | - | - | 8,079,000 | 8,079,000 | 133,697 | 132,820 | 1,000,103 | 1,000,980 | (877) | -0.09% |
| Children's Services | 12,779,561 | 12,801,734 | | | | | | | | | | | |
| CC Program Support Allocation | 305,903 | 425,555 | | | | | | | | | | | |
| Subtotal | 13,085,464 | 13,227,289 | -1.07% | 284,064 | - | 12,443,778 | 12,947,202 | 54,636 | 42,772 | 302,986 | 237,315 | 65,671 | 27.67% |
| Housing Services | 8,987,850 | 7,666,198 | | | | | | | | | | | |
| HS Program Support Allocation | 140,000 | 140,000 | | | | | | | | | | | |
| Contribution to Reserves | 170,200 | 227,700 | | | | (Note 1) | (Note 1) | | | | | | |
| Subtotal | 9,298,050 | 8,033,898 | 15.74% | - | 70,000 | 6,822,320 | 5,531,298 | 378,230 | 371,480 | 2,097,500 | 2,061,120 | 36,380 | 1.77% |
| Emergency Medical Services | 9,717,900 | 9,062,700 | | | | | | | | | | | |
| EMS Program Support Allocation | 553,000 | 553,000 | | | | | | | | | | | |
| Contribution to Reserves | - | 4,500 | | | | | | * | * | | | | |
| Subtotal | 10,270,900 | 9,620,200 | 6.76% | - | 187,000 | 5,184,800 | 4,458,600 | 1,332,480 | 1,327,780 | 3,753,620 | 3,646,820 | 106,800 | 2.93% |
| Board | 41,600 | 41,100 | 1.22% | - | - | - | - | 4,905 | 4,815 | 36,695 | 36,285 | 410 | 1.13% |
| Total Budget | \$ 41,908,814 | \$ 40,135,287 | 4.42% | \$ 284,064 | \$ 257,000 | \$ 32,529,898 | \$ 31,016,100 | \$ 1,903,948 | \$ 1,879,667 | \$ 7,190,904 | \$ 6,982,520 | \$ 208,384 | 2.98% |
| | | | | | | | | | | | | | |

| | | | |
|---------------------------|--------------|--------------|--------|
| Program Support Budget ** | \$ 2,364,000 | \$ 2,535,000 | -6.75% |
| | | | |

** Net of interest income \$353,000 (2023 - \$60,000) and reserve contributions of \$0 (2023 - \$58,000)

Note 1 - Housing Services Fed/Prov Share includes rental and misc income of \$2,994,200 (2023 - \$3,004,700)

* TWOMO Share includes First Nation share of \$11,580, which is 100% provincially funded

DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD
BILLING COMPARISON
WITH \$463,000 (2024) CONTRIBUTION FROM WORKING FUND RESERVE (\$200K - 2023)

| Municipality | A 2024 Apportionment | % of Total Municipal Billing | 2024 Reduction | B 2024 Final Billing | C 2023 Apportionment | 2023 Reduction | D 2023 Final billing | B - D \$ Change | % Change |
|---------------------------|----------------------------|---------------------------------|-------------------|----------------------------|----------------------------|-------------------|----------------------------|--------------------|----------|
| Township of Armstrong | \$ 313,956 | 3.4520% | \$ 15,983 | \$ 297,973 | \$ 305,392 | \$ 6,892 | \$ 298,500 | \$ (527) | -0.18% |
| Township of Brethour | 32,444 | 0.3567% | 1,652 | 30,792 | 31,457 | 710 | 30,747 | 45 | 0.15% |
| Township of Casey | 96,326 | 1.0591% | 4,904 | 91,422 | 94,254 | 2,127 | 92,127 | (705) | -0.76% |
| Township of Chamberlain | 99,266 | 1.0915% | 5,053 | 94,213 | 96,034 | 2,167 | 93,867 | 346 | 0.37% |
| Town of Charlton and Dack | 157,923 | 1.7364% | 8,040 | 149,883 | 155,315 | 3,505 | 151,810 | (1,926) | -1.27% |
| Town of Cobalt | 201,957 | 2.2206% | 10,281 | 191,676 | 196,566 | 4,436 | 192,130 | (454) | -0.24% |
| Township of Coleman | 214,526 | 2.3588% | 10,921 | 203,605 | 206,159 | 4,653 | 201,506 | 2,098 | 1.04% |
| Town of Englehart | 329,182 | 3.6194% | 16,758 | 312,424 | 319,710 | 7,215 | 312,495 | (71) | -0.02% |
| Township of Ewanturel | 131,439 | 1.4452% | 6,691 | 124,748 | 127,845 | 2,885 | 124,960 | (212) | -0.17% |
| Township of Gauthier | 37,761 | 0.4152% | 1,922 | 35,839 | 35,950 | 811 | 35,139 | 700 | 1.99% |
| Township of Harley | 153,236 | 1.6849% | 7,801 | 145,435 | 147,256 | 3,323 | 143,933 | 1,502 | 1.04% |
| Township of Harris | 173,150 | 1.9038% | 8,815 | 164,335 | 167,351 | 3,777 | 163,574 | 761 | 0.47% |
| Township of Hilliard | 58,858 | 0.6472% | 2,996 | 55,862 | 57,512 | 1,298 | 56,214 | (352) | -0.63% |
| Township of Hudson | 186,109 | 2.0463% | 9,474 | 176,635 | 181,146 | 4,088 | 177,058 | (423) | -0.24% |
| Township of James | 101,982 | 1.1213% | 5,192 | 96,790 | 100,362 | 2,265 | 98,097 | (1,307) | -1.33% |
| Township of Kerns | 105,132 | 1.1560% | 5,352 | 99,780 | 104,155 | 2,351 | 101,804 | (2,025) | -1.99% |
| Town of Kirkland Lake | 1,735,082 | 19.0776% | 88,329 | 1,646,753 | 1,689,468 | 38,128 | 1,651,340 | (4,588) | -0.28% |
| Township of Larder Lake | 176,927 | 1.9454% | 9,007 | 167,920 | 173,416 | 3,914 | 169,502 | (1,582) | -0.93% |
| Town of Latchford | 136,851 | 1.5047% | 6,967 | 129,884 | 133,040 | 3,002 | 130,038 | (153) | -0.12% |
| Township of Matachewan | 72,725 | 0.7996% | 3,702 | 69,023 | 70,772 | 1,597 | 69,175 | (152) | -0.22% |
| Township of McGarry | 126,661 | 1.3927% | 6,448 | 120,213 | 123,076 | 2,778 | 120,298 | (85) | -0.07% |
| Temiskaming Shores | 2,525,865 | 27.7725% | 128,587 | 2,397,278 | 2,443,950 | 55,155 | 2,388,795 | 8,483 | 0.36% |
| Village of Thornloe | 23,546 | 0.2589% | 1,199 | 22,347 | 22,334 | 504 | 21,830 | 517 | 2.37% |
| Sub-Total | 7,190,904 | 79.0657% | 366,074 | 6,824,830 | 6,982,520 | 157,580 | 6,824,940 | (110) | 0.00% |
| TWOMO | 1,903,948 | 20.9343% | 96,926 | 1,807,022 | 1,879,667 | 42,420 | 1,837,247 | (30,225) | -1.65% |
| TOTALS | \$ 9,094,852 | 100.0000% | \$ 463,000 | \$ 8,631,852 | \$ 8,862,187 | \$ 200,000 | \$ 8,662,187 | \$ (30,335) | -0.35% |

January 22, 2024

Please be advised that during the regular Council meeting of January 16, 2024 the following motion regarding support for the Province to expand the life span of fire apparatus, specifically pertaining to the replacement of fire trucks due to insurance requirements was carried:

RESOLUTION NO. 2024-46

DATE: January 16, 2024

MOVED BY: Councillor Nieman

SECONDED BY: Councillor Branderhorst

WHEREAS By-Law 3256-2013, being a By-Law to Establish, Maintain, and Operate a Fire Department established service level standards for the Corporation of the County of Prince Edward Fire Department;

AND WHEREAS apparatus and equipment are directly tied to the delivery of fire protection services authorized by Council in By-Law 3256-2013, and a safe, reliable and diverse fleet is required to serve operational needs;

AND WHEREAS fire Apparatus is governed by industry best practices, the application of law and recognized industry partners, including the Ontario Fire Service Section 21 Guidance Notes, National Fire Protection Association Standards, The Occupational Health and Safety Act, and Fire Underwriters Survey (FUS);

AND WHEREAS Fire Underwriters Survey (FUS) is a provider of data, underwriting, risk management and legal/regulatory services focusing on community fire-protection and fire prevention systems in Canada, establishing apparatus replacement schedules based on safety and risk mitigation practices;

AND WHEREAS on November 16, 2023, Council, received report FD-06-2023 regarding asset Management - Fire Apparatus Fleet Report and noted the budgetary pressures of meeting FUS replacement schedules;

AND WHEREAS no provincial funding is available for new fire trucks, yet, small and rural municipalities must meet the same standards set by FUS as larger municipalities for fire equipment, including additional pressure to move fire trucks out when they reach a specific age, even though they can still meet the safety regulations;

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of Prince Edward County direct the Mayor to draft a letter to MPP Minister Todd Smith requesting a meeting to discuss the life span of fire apparatus, specifically pertaining to the replacement of fire trucks due to insurance requirements; and

THAT the Mayor draft a letter to FUS requesting the creation of a new community fire-protection and fire prevention insurance system that does not put all municipalities under the same umbrella, with distinct categories for rural and urban municipalities;

THAT this resolution be sent to Premier Doug Ford, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, Paul Calandra, Minister of Municipal Affairs and Housing requesting a response on this matter within 30 days of receipt; and

THAT this resolution be shared with all 444 municipalities in Ontario, The Federation of Canadian Municipalities (FCM), The Association of Municipalities Ontario (AMO), and The Eastern Ontario Wardens' Caucus (EOWC).

CARRIED

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Nieman, Councillor Branderhorst, Marcia Wallace, CAO and Fire Chief Chad Brown



January 24, 2024

Your Worship and Members of Council,

I am writing to inform you of our concerns with the [Ontario Energy Board's \(OEB\) decision on Phase 1 of the Enbridge Gas 2024 rebasing application](#), issued on December 21, 2023. The disappointing decision puts future access to natural gas in doubt and sets a deliberate course to eliminate natural gas from Ontario's energy mix. This decision is about the millions of Ontarians who rely on natural gas to keep their homes warm, and the many businesses throughout Ontario who depend on natural gas for day-to-day operation.

Our 2024 rate rebasing application was designed to provide our customers with safe and reliable natural gas at a reasonable cost, in addition to measured steps to help Ontario advance a practical transition to a sustainable energy future. Natural gas plays a critical role in Ontario's energy evolution mix while supporting the reliability of Ontario's electricity system. Natural gas meets 30 percent of Ontario's energy needs, which can not be easily or quickly replaced.

We are taking action to secure the future of natural gas in your communities. We are filing a motion in late January to review evidence with the OEB and seeking a judicial review of this decision.

Without natural gas, communities across Ontario will feel the impacts of this decision in their everyday lives – the stakes are high.

- **Energy Affordability:** Those looking to connect to natural gas will be required to pay an upfront fee, which creates a significant financial barrier to all forms of residential and commercial development. This resulting fee adds thousands of dollars to individual consumers' cost to obtain or expand gas service.
- **Economic Growth:** This decision will put economic developments in your community at risk. The decision limits the ability of future expansion projects to support regional investment to meet the ever-growing energy needs in your community and communities across Ontario. That includes greenhouses, grain dryers, industrial parks, and any new businesses or housing developments seeking access to natural gas.
- **Energy Access:** Preserving customer choice is critical. Constraining access to natural gas through a reduction in capital will significantly limit the future development of essential energy infrastructure vital to moving manufacturing, agriculture, and the consumer goods industry in Ontario.
- **Energy Security:** On an annual basis, natural gas delivers twice the energy to Ontario than electricity, and five times the maximum peak capacity of Ontario's electricity grid at a quarter of the cost. Even in the worst weather conditions, our reliable natural gas system delivers.

As local leaders across the province, your voice matters, and we encourage you to take action.

Reach out to your MPP to share your support for the government's [quick action](#) and write the OEB about the consequences of reduced access to the natural gas grid to support economic development, housing growth, energy reliability. Use your voice to acknowledge the need for natural gas and infrastructure in Ontario today and into the future while we take a measured step towards energy transition.

We ask that you reach out to your municipal advisor or find us at municipalaffairs@enbridge.com to get started.

Sincerely,



Michele Harradence
President
Enbridge Gas Inc.

From: [FONOM Office/ Bureau de FONOM](#)
Subject: Amendment to the Occupational Health and Safety Act to Clarify the Definition of "Employer"
Date: Sunday, January 28, 2024 5:01:56 PM
Attachments: [Draft Resolution regarding Amendment to the Occupational Health and Safety Act to Clarify the Definition of Employer" .pdf](#)

Good day
Consider

Please share the Draft Resolution with your Council to

Recently, the FONOM Board discussed the issue of an Amendment to the Occupational Health and Safety Act to Clarify the Definition of Employer. FONOM had received resolutions from the City of Greater Sudbury, Conmee Township, Township of St. Joseph, and Township of Larder Lake following a discussion by the Board.

It was MOVED by **L. Watson** and SECONDED by **S. Hollingsworth** that

THEREFORE BE IT RESOLVED THAT the Federation of Northern Ontario Municipalities requests that the province amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project;

AND BE IT FURTHER RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce

Please reach out if you would like a WORD version of the Resolution. Also, note on the second page are the email addresses of those referenced in the last paragraph.

Talk soon, Mac.

Mac Bain
Executive Director
The Federation of Northern Ontario Municipalities
615 Hardy Street North Bay, ON, P1B 8S2
Ph. 705-498-9510

WHEREAS many municipalities in Ontario have seen an increase in their insurance rates due to Joint and Several Liability;

WHEREAS in 2015 the City of Greater Sudbury (the "City") entered into a contract with a contractor experienced in road construction projects to complete a project on Elgin Street in the City's downtown core;

AND WHEREAS the contract provided that the contractor would be the constructor for the project as that term is defined in the Occupational Health and Safety Act (the "Act");

AND WHEREAS an employee of the constructor operating a grader on the project struck and killed a pedestrian;

AND WHEREAS the City was charged with offences under the Act as the constructor and the employer;

AND WHEREAS after being acquitted at trial and on appeal, the Ontario Court of Appeal, in a decision issued on April 23, 2021, found the City to be liable for contraventions of the Construction Regulations as an employer as it employed quality control inspectors to monitor the quality of work on the project from time-to-time;

AND WHEREAS the Supreme Court of Canada, in a decision issued on November 10, 2023, was evenly divided 4-4 on the issue resulting in dismissal of the City's appeal;

AND WHEREAS the consequence of this decision is that municipalities in Ontario, as well as all other owners of property in the province, who wish to undertake construction, are subject to being charged and convicted as an employer for offences in relation to project sites for which they have no control and have, in accordance with the Act, contracted with an entity to assume plenary oversight and authority over the work on such site as the constructor; AND WHEREAS the potential of an owner being charged as an employer as that term is defined in the Act in circumstances where it has engaged a constructor disregards and renders meaningless the owner-constructor provisions contained in the Act and presents an unacceptable level of increased risk and confusion for owners and contractors throughout the province;

AND WHEREAS the ____ Municipality____ believes that the safety of workers is paramount however the safety of workers on construction projects in Ontario is not increased by placing liability on parties that do not have control of and are not responsible for the conduct of the work on such sites;

NOW THEREFORE BE IT RESOLVED THAT the Council for the _____Municipality____ requests that the province amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project;

AND BE IT FURTHER RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, France Gelinas, MPP for Nickel Belt, Jamie West, MPP for Sudbury, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities, and the Clerk of the City of Greater Sudbury.

Email address for those individuals or Organizations listed in the last paragraph

premier@ontario.ca; David.Piccini@pc.ola.org; Paul.Calandra@pc.ola.org;
fonom.info@gmail.com; info@coca.on.ca; brentedwards@occ.ca;
clerks@greatersudbury.ca; info@obcm.ca; KRedman@regionofwaterloo.ca;
resolutions@amo.on.ca



Office of the President

Mail
P.O. Box 3211
Timmins, Ontario
Canada P4N 8R6

Courier
4715 Hwy 101 East
South Porcupine, Ontario
Canada PoN 1H0

Phone. 705-235-7136
Fax. 705-235-7277

January 29, 2024

Mayor Jeff Laferriere
City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

Dear Mayor Laferriere,

On behalf of Northern College, an essential institution in your region, I want to draw your attention to the [significant reforms](#)¹ to the International Student Program recently announced by Immigration, Refugees and Citizenship Canada (IRCC) and the significant impacts they could have on our local communities.

IRCC has introduced a cap of 360,000 new permits for 2024, a 35% reduction from 2023. While the rationale for this policy change is rooted in understandable concerns around housing and healthcare capacity, the impact this will have on communities across Canada should not be underestimated. International students are vital contributors to our economy and labour market and add diversity and vibrancy to communities from coast to coast to coast.

Of particular grave and immediate concern are IRCC's implementation of a moratorium on student visa processing until March 31, 2024, and the removal of the Post Grad Work Permit (PGWP) from Public College Private Partnership (PCPP) students effective September 1, 2024. These two policy changes create much uncertainty about the outlook for September enrolment at our public college and PCPP campuses. This IRCC decision is jeopardizing our ability to attract new students to the region next year, as well as to our Private College partner.

International students contribute \$22B per year to the Canadian economy. Our communities will suffer the financial repercussions of these caps and permit removals; we anticipate the financial impact in the first fiscal year following implementation to be \$25.5M. It is also important to remember that international students are crucial in meeting local labour market needs. The economic impact for our region could be compounded and our region's domestic students could be impacted if the College cannot run some programs as student numbers are reduced. This would lead to a further reduction in the ability to meet the needs of local employers and industry.

¹ <https://www.canada.ca/en/immigration-refugees-citizenship/news/2024/01/canada-to-stabilize-growth-and-decrease-number-of-new-international-student-permits-issued-to-approximately-360000-for-2024.html>

Northern College is asking for your help in passing these two resolutions at your next city council meeting to support our federal and provincial advocacy efforts.

Thank you for your time and consideration and I look forward to working together to ensure our community continues to thrive.

Regards,

A handwritten signature in black ink, appearing to read 'Mitch Dumas', with a stylized flourish at the end.

Mitch Dumas
Interim President & CEO



Corporation of the Municipality of Calvin

Council Resolution

Date: January 30, 2024

Resolution Number: 2024- 30

Moved By: Councillor Manson

Seconded By: Councillor Grant

Whereas under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), when a cemetery is declared abandoned by a judge of the Superior Court Justice, the local municipality within whose geographic boundaries the land of the cemetery is located, becomes the owner of the cemetery with all the rights and obligations in respect of the cemetery and the assets, trust funds and trust accounts related to it that the previous owner or operator possessed;
And Whereas over the last decade, there has been an increase in the number of churches and local cemetery boards initiating processes to transfer ownership or abandon their owned and operated cemeteries to the local municipality due to such issues as high maintenance costs, inaccuracy of records, lack of financial and human resources to effectively operate and maintain the cemetery, increased regulatory processes regarding training, selling of interment rights, financial operation of the care and maintenance fund, etc.;

And Whereas municipalities experience the same issues and pressures that churches and local boards experience with the operation and maintenance of cemeteries within its jurisdiction, and additional transfers of cemetery lands only compound the burden on municipal taxpayers;
And Whereas cemeteries are important infrastructure where the reasonable costs for interment rights, burials, monument foundations, corner stones and administration charges do not sufficiently support the general operation of cemeteries;

And Whereas the interest earned from the care and maintenance fund(s) of a cemetery do not provide adequate funding to maintain the cemetery with the rising costs of lawn and turf maintenance contracts and monument restoration;

Now Therefore Be It Resolved that Council for the Corporation of the Municipality of Calvin requests that the Province through the Ministry of Public and Business Service Delivery and the Bereavement Authority of Ontario (BAO) consider the following to assist municipalities in this growing concern of cemetery transfers:

- Amending the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), to have the Province, through the BAO, identified as the default owner and operator of a cemetery when it is abandoned;

- Provide annual funding (based on the number of cemeteries a municipality owns and operates) to municipalities to assist with the maintenance of inactive and active cemeteries;
 - Provide free training opportunities for municipalities regarding cemetery administration; and,
 - Investigate and support the design of universal cemetery software for use by municipal cemetery operators that can be offered at an affordable cost;
- And that this resolution be circulated to the Hon. Todd McCarthy, Ministry of Public and Business Service Delivery, Jim Cassimatis, BAO Interim CEO/Registrar, MPP Jill Dunlop, MPP Vic Fedeli and all Ontario municipalities.

Results: Carried

| <u>Member of Council</u> | <u>In Favour</u> | <u>Opposed</u> |
|--------------------------|--------------------------|--------------------------|
| Mayor Gould | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Grant | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Latimer | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Manson | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Moreton | <input type="checkbox"/> | <input type="checkbox"/> |



Corporation of the Municipality of Calvin

Council Resolution

Date: January 30, 2024

Resolution Number: 2024-31

Moved By: Councillor Moreton

Seconded By: Councillor Manson

Background: Before Calvin township became a township, it was burned by numerous forest fires. This was before the time of fire towers, water bombers, and municipal fire departments. A 1881 report from Lawrence Tallan, Provincial Land surveyor, states: *"The township of Calvin has been traversed by repeated and severe fires – so well have the flames done their work that with the exception of an insignificant portion, scarcely a vestige of the original timber remains."*

History has a way of repeating itself, and now rural municipalities and remote areas need more than ever to be prepared to respond to forest fires. Invasive pests like the emerald ash borer and the spruce bud worm are killing large numbers of trees, leaving copious amounts of dry kindling in our forests just waiting for a careless human or a lightning strike. Our forests are choked with deadfall and forest fires are becoming increasingly difficult to control. Add to this the effects of rising temperatures and drier seasons, or climate change, and we could be facing increasingly disastrous forest fires. This is not the time to be caught short with limited forest fire-fighting resources.

Jordan Omstead of the Canadian Press recently wrote: "But as Canada's water bombers age – and wildfire seasons are expected to intensify – some wildland

firefighters and emergency preparedness experts say the country needs to prop up its fleet of firefighting aircraft, even though several provinces are playing down concerns about capacity.” He quotes Eric Davidson, president of the Ontario Professional Association of Wildland Firefighters, “We’re really starting to see the effect of the aging fleet.”

The article further states the John Gradek, lecturer at McGill University estimates that almost half of the larger water bombers used to fight Canadian forest fires are nearing the end of their service life.

However, a Canadian company making a large skimmer-style water bomber is backed up with orders from European countries until the end of the decade.

Ontario has its own fleet of aircraft. They have 20 fixed-wing aircraft which includes 9 CL215 and CL415 water bombers that are 24 years old on average. The remaining 11 aircraft are an average of 54 years old. Melissa Candelaria, a spokesperson for Minister Graydon Smith says the MNR can handle Ontario fires with these aircraft, but Jennifer Kamau, communications manager for the Canada Interagency Forest Fire Centre, CIFFC, noted that other provinces contract out firebombers and last year there was a strain in Canada to get the resources to areas in need because there were so many fires across the country at the same time and very few aircraft available.

Peter Zimonjic of the CBC quoted the Canadian Association of Fire Chiefs (CAFC) President Ken McMullen, “It's not often that the fire chiefs sound the alarm. We are very concerned about this impending crisis that the summer of 2024 and beyond is going to bring our sector.”

In 2023 we all smelled the smoke and saw the sky turn brown. Buildings can be replaced, but lives cannot. And once an area is burned it takes more than a lifetime for it to return to its original state.

WHEREAS Forest fires are a very real threat to rural municipalities.

AND WHEREAS smoke from forest fires put people's health at risk. This is especially true of children and the elderly. The David Suzuki Foundation reports that wildfires kill many thousands of people per year and most of the deaths are from smoke inhalation.

AND WHEREAS forest fires are a very real danger to the climate and according to The Guardian, in 2023 they emitted three times as much carbon as the entire carbon footprint of Canada.

AND WHEREAS according to the John Crace interview in The Guardian with William Kurz, a retired scientist with Natural Resources Canada, around two billion tonnes of carbon have been released into the atmosphere from forest fires in 2023.

AND WHEREAS carbon emissions from forest fires are not counted against Canada's Paris agreement commitments, according to Kurz, but they far exceeded all of the emissions tied to Canada's economy (670 mega tonnes, or 0.67 billion tonnes, according to Environment and Climate Change Canada).

AND WHEREAS that standing healthy forest serves as a carbon sink, drawing in carbon, but once destroyed by fire, even though second growth takes its place, it is much less effective for many decades.

AND WHEREAS the federal government owns no water bombers and assists the provinces through the CIFFC, Canadian Interagency Forest Fire Centre, a spokesperson with CIFFC says that last year there were too many requests and not enough inventory to meet the needs of the country.

AND WHEREAS as reported by De Havilland Canada who manufacture the Canadian made water bomber, they have contracts with European countries for the next 22 of its new DHC-515 planes, which will take until 2029 or 2030 to complete and there will be very little production available to replace the aging water bombers in Ontario and the rest of Canada.

NOW THEREFORE BE IT RESOLVED THAT the council of the Corporation of Calvin Township urges and encourages the Federal Government to commit additional funds for cost sharing of provincial firefighting and to consider the development of a national strategy of firefighting. Furthermore, we urge the federal government to consider the measures necessary for acquiring a national fleet of Canadian-made waterbombers, with home bases strategically located to best serve and respond to the needs of rural communities, and a national fire administration to better coordinate and manage efforts across the country. We also encourage the introduction of a program similar to the Joint Emergency Preparedness Program (JEPP) which was ended in 2013.

And we encourage Minister Graydon Smith to step up the on-the-ground firefighting capability and water bomber acquisitions in Ontario.

AND THAT this resolution be forwarded to The Right Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Bill Blair, Minister of National Defence, The Honourable Doug Ford, Premier of Ontario, The Honourable Graydon Smith, Minister of Natural Resources and Forestry of Ontario, The Honourable Vic Fideli, Minister of Economic Development Ontario, the Federation of Canadian Municipalities (FMC) and the Association of Municipalities Ontario (AMO).

AND THAT this resolution be shared with all 444 municipalities in Ontario for their consideration and adoption.

Results: Carried

Recorded Vote:

| <u>Member of Council</u> | <u>In Favour</u> | <u>Opposed</u> |
|--------------------------|--------------------------|--------------------------|
| Mayor Gould | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Moreton | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Latimer | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Grant | <input type="checkbox"/> | <input type="checkbox"/> |
| Councillor Manson | <input type="checkbox"/> | <input type="checkbox"/> |

CORPORATION OF THE
TOWNSHIP OF McGARRY

PHONE: (705) 634-2145 FAX: (705) 634-2700
EMAIL: kpelletier@mcgarry.ca WEBSITE: www.mcgarry.ca

27 WEBSTER STREET
P.O. BOX 99, VIRGINIATOWN, ONTARIO P0K 1X0



February 1, 2024

Honourable Doug Ford, Premier of Ontario
Legislative Assembly of Ontario
111 Wellesley St. W.
Toronto, Ontario
M7A 1A2

Dear Premier Ford

RE: Motion – Fix Long-Term Care Amendment Act

At its meeting of January 9, 2024, the Council of the Corporation of the Township of McGarry passed the following resolution:

“Moved by Councillor Elaine Fic
Seconded by Councillor Francine Plante

WHEREAS the care, support and happiness of older adults in the Township of McGarry is a priority for Council;

AND WHEREAS older adults deserve dignity in care and should have the right to live with their partner as they age;

AND WHEREAS within the Province of Ontario, couples have the right to be accommodated together when entering long-term care facilities where they meet the eligibility criteria for admission;

AND WHEREAS the separation of spouses upon entering long-term care facilities is an all-too common occurrence across Ontario where the couples have different care needs;

AND WHEREAS Bill 21, Fixing Long Term Care Amendment Act (Till Death Do Us Part) was first introduced in the provincial legislature in 2019 and reintroduced in 2022;

AND WHEREAS Bill 21 amends the Residents’ Bill of Rights set out in Section 3 of the Fixing Long-Term Care Act, 2021 to afford spouses not to be separated upon admission and to have accommodation made available for both spouses so they may continue to live together, regardless of their care needs;

AND WHEREAS Bill 21 passed its second reading in the provincial legislature on November 15, 2022 and was subsequently ordered referred to the Standing Committee on Social Policy and has yet to be called to the Standing Committee;

AND WHEREAS the current sitting Provincial Government may bring forward a new Bill that, in principle, supports the intent of Bill 21 Fixing Long-Term Care Amendment Act;

THEREFORE BE IT RESOLVED THAT the Council for The Corporation of the Township of McGarry supports any future bill to Bill 21 Fixing Long Term Care Amendment Act surrounding the non-separation of spouses with different care needs upon admission;

AND THAT the Township of McGarry request the provincial legislature to enact any current and future proposed Bills to this effect;

AND FINALLY THAT a copy of this motion be sent to the Honourable Premier of Ontario, the Member of Provincial Parliament for Timiskaming-Cochrane, the Federation of Northern Ontario Municipalities (FONOM) and all municipalities within the District of Timiskaming.

Carried"

Yours truly,



Karine Pelletier
Clerk-Treasurer

- c. John Vanthof, Timiskaming-Cochrane Member of Provincial Parliament
Federation of Northern Ontario Municipalities (FONOM)
Timiskaming District Municipalities
Tanya Schumacher, Director of Long-Term Care and Seniors Services (TPR)



February 2, 2024

Larry Brock, MP Brant
108 St. George Street, Suite #3
Brantford, ON N3R 1V6

Sent via email: larry.brock@parl.gc.ca

Will Bouma, MPP
96 Nelson Street
Suite 101
Brantford, ON N3T 2X1

Sent via email: will.bouma@pc.ola.org

To whom it may concern:

Please be advised that Brantford City Council at its meeting held January 30, 2024 adopted the following:

12.1.10 Reliable and Accessible Public Rail Transit - CN Rail

WHEREAS Canadians deserve access to reliable and efficient passenger rail service; and

WHEREAS in 2021 the Canadian Minister of Transportation announced that the federal government would be pursuing opportunities to enhance passenger rail services in southwestern Ontario; and

WHEREAS passengers continue to experience long delays and disruptions to service, related to interruptions caused by CN Rail's freight systems and refusal to give priority to passenger rail service; and

WHEREAS Metrolinx and VIA, in extending or improving commuter train service from Aldershot through to Brantford, Woodstock, Ingersoll and London, is reliant on access to CN rail lines; and

WHEREAS CN Rail views increased passenger rail service on its lines as being incompatible with its primary business of moving freight and is unlikely to cooperate in extending commuter rail service on its lines in southwestern Ontario without direction from the federal government; and

WHEREAS CN Rail has shown a disregard for Municipal property maintenance standards in respect to the maintenance of their rail lines and blocks municipalities attempts to enforce municipal property standards upon their rail lines; and

WHEREAS CN Rail's consistent failure to provide a timely response to development applications adjacent to rail right of ways imposes inordinate delays and expense for builders and municipalities, further jeopardizing the ability of municipalities to address the housing crisis; and

WHEREAS there is a complete lack of federal regulations providing VIA and Metrolinx with any degree of priority or guaranteed access to rail rights of way or directing CN Rail to work cooperatively with municipalities;

AND WHEREAS The City of Brantford CALLS UPON the Federal Government to assist other levels of government as they take steps address the need for reliable and accessible public rail transit, timely processing of housing developments and the prompt and equitable enforcement of municipal property standards;

NOW THEREFORE THE COUNCIL OF THE CITY OF BRANTFORD requests that the Federal Government enact the necessary legislative and regulatory provisions:

- i. providing VIA and Metrolinx with priority right of way over freight rail lines, and further;
- ii. directing CN Rail to work positively and cooperatively with municipal and provincial governments in the processing of land development applications, and the prompt and timely enforcement of municipal property standards;

AND THAT a copy of this resolution be forwarded to all Ontario Municipalities; and to the Member of Provincial Parliament Will Bouma, Member of Parliament Larry Brock, Federal Minister of Transport Pablo Rodriguez, Provincial Minister of Transportation Prabmeet Singh Sarkaria, President and CEO at Metrolinx, President and Chief Executive Officer of VIA Rail Canada Inc and President and Chief Executive Officer of CN.

I trust this information is of assistance.

Yours truly,



Chris Gauthier
City Clerk, cgauthier@brantford.ca

cc Ontario Municipalities
Federal Minister of Transport, Pablo Rodriguez
Provincial Minister of Transportation, Prabmeet Singh Sarkaria
President & CEO, Metrolinx

President & CEO, VIA Rail Canada Inc
President & CEO, CN

February 12, 2024

Your Worship and Members of Council,

Re: OEB Decision Supporting Gas Affordability

We are writing regarding the decision of the Ontario Energy Board ("OEB") to end the subsidy for methane gas pipelines in new residential developments and reduce spending on gas pipelines generally. This is an excellent decision that will help to lower the energy bills of your residents and help achieve municipal climate targets. Unfortunately, Enbridge has been working to overturn the decision because it would greatly reduce their profits.

We know that Enbridge has asked municipalities to lobby the Ontario Government to pass legislation reversing the decision, based on incorrect and misleading information. We are writing to correct the record.

Enbridge's letters exclude key facts. For instance, they don't mention how much the OEB decision would save gas customers – over \$2 billion over five years, or approximately \$600 per customer.¹ The OEB decision would also encourage more heat pumps in new buildings, which would lower energy bills for new homebuyers while lowering carbon pollution.² Enbridge says there is no subsidy for pipelines in new construction and that the OEB decision will eliminate gas from Ontario's energy mix while undermining housing supply and affordability. The opposite is true.³ The OEB decision promotes housing affordability and avoids the risk of gas prices spiralling out of control in the future due to excessive spending on fossil fuel infrastructure today.⁴

The subsidy for new gas pipelines conflicts with municipal climate targets and plans. Natural gas is also known as methane gas or fossil gas. It is a fossil fuel that causes approximately one-third of Ontario's greenhouse gas emissions.⁵ Heating homes and businesses with gas accounts for approximately 19% of Ontario's greenhouse gas emissions.⁶ Municipalities cannot achieve net zero without eliminating the use of methane gas for building heating.⁷

New gas pipelines generally have a 60-year lifetime, extending far beyond 2050, and are only financially viable if they can be paid off over a long period extending far beyond 2050. It is financially and environmentally irresponsible to

be building new pipelines and installing gas equipment in new developments with a massive subsidy worth over \$250 million each year.

These recent letters to municipalities are not the first time Enbridge has tried to deceive people with omissions and deceptive statements. The Commissioner of Competition recently commenced an inquiry into Enbridge's deceptive marketing under the *Competition Act*.⁸ Enbridge has been telling Ontarians that gas is the cheapest way to heat homes, which is not true.⁹ Heat pumps are the cheapest systems to use.¹⁰ When armed with the truth, we hope that municipal leaders will stand up for the OEB's decision, for the sake of lower energy bills for residents and a cleaner future for all municipalities.

Background – The OEB's Sensible Decision

The OEB's decision ended a subsidy for the cost of extending natural (methane) gas pipelines in and within new developments effective 2025. These costs are covered by other gas users.¹¹

The OEB ended the subsidy because it is bad for existing gas customers and bad for new homebuyers. The subsidy is bad for existing gas customers because they pay for the subsidy through higher energy bills. This is a major capital cost, amounting to over \$250 million each year.¹² The subsidy is also bad for new homebuyers because it incentivizes developers to install gas equipment, which is much more expensive to operate than the heat pumps now available.¹³ As such, the subsidy causes higher energy bills for both existing gas customers and new homebuyers. The subsidy also encourages fossil fuel use. Eliminating it is a win-win-win – for existing gas customers, for new homebuyers, and for reducing carbon pollution. The only real loser is Enbridge, which would see reduced profits when the subsidy is eliminated.

The OEB also reduced other spending on pipelines by \$250 million a year.¹⁴ Those two changes amount to approximately \$600 in savings per customer over the five-year term of the OEB decision.¹⁵

Fact and fiction

Enbridge argues that there is no subsidy for gas pipelines in new construction and that the OEB decision will reduce housing affordability, restrict housing supply, eliminate gas from Ontario's energy mix, and put renewable natural gas projects at risk. None of this is true.

1. **The gas pipeline subsidy:** Enbridge says that there is no subsidy for pipelines in new developments.¹⁶ That is false. Most developers pay

nothing for the pipelines to and in their developments.¹⁷ These costs are paid by all ratepayers. There is no surcharge levied on developers nor the new homebuyers to pay off the pipeline costs over time. Instead, the new homebuyers pay the same rates as other gas customers. It encourages fossil fuel expansion because all gas ratepayers cover the upfront cost of extending the gas expansion.¹⁸

2. **Housing affordability:** Enbridge argues that the OEB decision will undermine housing affordability. The opposite is true. It will encourage developers to install heat pumps, which are cheaper to operate than gas equipment.¹⁹
3. **Housing supply:** Enbridge argues that the OEB decision will slow down residential construction. This is untrue. Developers can simply forgo gas if they do not want to pay for gas pipelines. This requires changes that some developers do not want to make, but it need not inhibit construction.
4. **Gas for existing customers:** Enbridge argues that the decision will eliminate natural gas from Ontario's energy mix.²⁰ This is patently false. Instead, the decision protects gas customers from excessive spending that could lead to gas costs spiraling out of control.²¹ Enbridge was planning to spend \$7 billion over the next five years (including over \$1 billion for the new construction subsidy) on fossil fuel infrastructure.²² This would all need to be recouped from Ontario's gas customers. This plan was too expensive and risky, particularly as we phase out fossil fuels. The OEB's decision was consistent with the province's recent report of the Electrification and Energy Transition Panel, which discussed the need to keep costs down as customers become increasingly likely to leave the gas grid.²³ The OEB is a consumer protection agency and it simply did its job to protect customers.
5. **Low-carbon gases:** Enbridge is providing municipalities with template lobbying letters touting decarbonization through low-carbon gases, like biogas (which is gas captured from sources such as waste water, not extracted from underground). These gases are important for the hardest to decarbonize sectors, but they cannot replace any more than a tiny portion of the fossil-based methane gas we use today to heat our buildings.²⁴ We continue to need a huge amount of electrification even if we use low-carbon gases to their fullest. Also, the cost of the gas system must be cut dramatically for pipelines to have a viable future serving customers with low-carbon gases.²⁵

6. **Biogas:** Enbridge says that the OEB decision puts biogas projects at risk. That would be contrary to the OEB's decision, which did not cut funding for biogas. Those projects are usually self-funded in any event.
7. **Electricity availability:** Enbridge argues that there is not enough electricity to replace gas. That is not true – increasing electricity supply is feasible and cost-effective.²⁶ But in any event, the OEB did not call for gas to be replaced by electricity. It simply said that costs must be reduced and that the subsidy for *new* pipelines must end. Ontario can certainly serve new housing with electricity if developers choose to install heat pumps instead of gas.

Omissions

Enbridge's letter omits key details about the OEB decision. The decision, if allowed to stand, would benefit all Ontarians. Those benefits include the following:

- **Lower energy bills for existing gas customers:** The decision would lower energy bills for existing gas customers by ending the subsidy and cutting capital costs. The savings would be over \$2 billion over the five-year term of the decision (approximately \$600 per customer).²⁷
- **Encourage the most cost-effective development decisions:** Developers do not have the right incentives now because they do not pay for gas infrastructure and do not pay the ongoing energy costs to run the expensive gas equipment they install.²⁸ Eliminating the pipeline subsidy will encourage developers to install equipment that is best for the homebuyers.²⁹
- **Many benefits for new homebuyers:** Better incentives for developers will encourage them to install heat pumps and induction stoves, which have many benefits for new homebuyers, including the following:
 - **Lower energy bills:** Heat pumps and induction stoves are much cheaper to operate than gas.³⁰
 - **Avoid future retrofit costs:** Installing electric equipment now will avoid retrofit costs that would otherwise be needed in the future for homes to get off fossil fuels for heating and cooking.³¹
 - **Eliminate carbon monoxide poisoning:** Electric equipment fully eliminates the risk of carbon monoxide poisonings and fatalities from gas appliances.
 - **Indoor air quality:** Gas equipment, especially stoves, emit toxic gases into homes, which can contribute to respiratory problems,

especially in children, seniors, and asthma sufferers.³² One study found that 13% of childhood asthma in the United States is attributable to gas stove use.³³ Electric equipment results in cleaner air and healthier families.

- **Safety and convenience:** Induction stoves heat water faster than gas, are easier to clean, and are much safer for children as the surface does not get hot.³⁴ Heat pumps are stronger and more efficient than traditional air conditioners, providing better and cheaper cooling in the summer.³⁵ These are just some of the additional benefits of electric equipment.
- **Lower carbon pollution:** Encouraging less gas helps to avoid the carbon pollution that is already causing more frequent wildfires, drought, and green Christmases.
- **Jobs and growth:** Electric heating is much better for our economy than gas heating. Spending on gas flows out of the province and is lost to our economy. Spending on electricity will fund the growth of made-in-Ontario electricity generation, distribution, and transmission, creating good jobs, economic growth, and government revenue.

Municipal climate plans and targets

Many jurisdictions, including New York State and Montreal, are prohibiting methane gas connections in new construction.³⁶ This makes a great deal of sense as a way to lower energy bills now *and* avoid expensive retrofit costs down the road. It also shows that housing development does not require gas. It would be ill-advised to not only allow new gas-heated subdivisions, but to maintain a *subsidy* for new gas connections. That subsidy is completely inconsistent with municipal climate plans and targets.

Conclusion

The OEB decision would save gas customers over \$2 billion, but also slash Enbridge profits. Not surprising, Enbridge is rolling out a concerted effort against the OEB and its decision. As part of that effort, it is asking municipalities to write to their MPPs to ask the government to overturn the decision. We hope you will do the opposite, and write your MPP, the Minister of Energy, and the Premier in support of the OEB decision. Without this, the OEB decision will likely be reversed by the government, as they have already said they would do.³⁷ If the Government of Ontario wades in and reverses this OEB decision to support Enbridge, it would raise your residents' energy bills and make municipal climate targets even harder to reach.

If you have any questions about this letter, or would like to discuss this matter further, please don't hesitate to contact me at the email address listed below.

Sincerely,

A handwritten signature in black ink, appearing to read 'KB' followed by a long horizontal stroke.

Keith Brooks, Programs Director
Environmental Defence
kbrooks@environmentaldefence.ca

Attachment 1

Excerpts from OEB Decision re Excessive Capital Spending

The OEB concludes that Enbridge Gas's proposal is not responsive to the energy transition and increases the risk of stranded or underutilized assets, a risk that must be mitigated.

...

Enbridge Gas identified the energy transition as a source of increased business risk. Despite this, Enbridge Gas has proposed approximately \$14 billion in capital expenditures for the 2023 to 2032 period (an average of \$1.4 billion per year), based on a forecast that shows continued growth in natural gas peak demand, extending the historic trendline, with a very small impact from the energy transition. The actual capital spend for the prior five years (2018 to 2022) was \$5.7 billion (average of \$1.1 billion year).

...

The risk that arises from the energy transition results from gas customers leaving the gas system as they transition to electricity to meet energy needs previously met by natural gas. This departure gives rise to assets that are not fully depreciated but are no longer used and useful. This results in stranded asset costs that Enbridge Gas would seek to recover from the remaining gas customers. This in turn would increase rates for those gas customers, leading more customers to leave the gas system, potentially leading to a continuing financial decline for the utility, often referred to as the utility death spiral.

In the face of the energy transition, Enbridge Gas bears the onus to demonstrate that its proposed capital spending plan, reflected in its Asset Management Plan, is prudent, having accounted appropriately for the risk arising from the energy transition.

The record is clear that Enbridge Gas has failed to do so.

...

The OEB is not satisfied that Enbridge Gas's proposal will not lead to an overbuilt, underutilized gas system in the face of the energy transition.^{[38](#)}

Attachment 2

Excerpts from Electrification and Energy Transition Panel Report

[E]merging evidence shows that it is unlikely the natural gas system can be fully decarbonized and continue to deliver cost-effective building heat. The development of regulatory frameworks and the evolution of natural gas infrastructure will need to align with the province's overarching clean energy economy commitment and protect customers as the role of natural gas changes in the province. A failure to align these regulatory frameworks with government's overarching policy commitments could result in significant cost hazards for customers or threats to overarching government policy commitments and an effective, orderly and well-aligned transition to a clean energy economy.

...

The speed at which customers would change their heating source is uncertain and dependent on a large number of individual factors, such as equipment age and personal preferences and values, as well as system-level and policy factors, such as cost development, availability of equipment and qualified technicians, and supportive policies and incentives. Nonetheless, this could lead to many customers disconnecting from the natural gas system absent any personal motivation to lower their carbon footprint. As a result, there is a real risk of stranding assets in home heating and the gas distribution grid over the medium to long-term, with significant risk to customers, investors and public finances. As more customers exit the natural gas grid to adopt electric heating, those customers who are least able to afford to electrify could be forced to pay higher and higher proportions of the network cost to keep the system running safely.

...

In either case, it is in the interest of the province, for the purpose of customer protection, to ensure that the regulatory mechanisms for the governance of the natural gas grid are aligned with a range of plausible outcomes, notably those that pose the greatest risks to customers.³⁹

Notes:

¹ The OEB decision would reduce capital costs to be recouped from gas customers (through what is known as “rate base”) by over \$2.25 billion over the five-year term of the decision due to the elimination of the gas pipeline subsidy starting in 2025 (see the [OEB Decision](#), p. 48, and the all-in costs at p. 305 of [this evidence](#)) and the \$250 million per year capital spending reduction (see the [OEB Decision](#), p. 57). The actual savings would be even higher because customers pay interest and a return (i.e. profits) on capital spending to Enbridge over time. Even more would be saved by avoiding the cost in the future to disconnect meters and cut off services for customers that switch away from gas. There are approximately \$3.8 million Enbridge customers.

² OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 41 ([link](#)).

³ See pages 2-3 above.

⁴ See page 3 above, [attachment 1](#), and [attachment 2](#).

⁵ Enbridge Evidence in Ontario Energy Board File #EB-2022-0200, Exhibit 1, Tab 10, Schedule 3, Page 2 ([link](#)). upstream leaks add at least an additional 40% to the harmful climate impact (likely more if the latest science and measurements are used).

⁶ Dr. Heather McDiarmid, An Analysis of the Financial and Climate Benefits of Electrifying Ontario’s Gas-Heated Homes by Installing Air-Source Heat Pumps, August 2, 2022, p. 8 ([link](#)).

⁷ See [attachment 2](#) below and the submissions of Environmental Defence, p. 6-8 ([link](#)).

⁸ National Observer, *Competition Bureau launches investigation into Enbridge over deceptive marketing*, January 11, 2024 ([link](#)).

⁹ Application to the Competition Bureau dated June 19, 2023 ([link](#)).

¹⁰ The OEB’s decision and many studies confirm that heat pumps achieve lower costs versus gas equipment - see: Evidence of the Energy Futures Group in OEB File # EB-2022-0200, p. 23 ([link](#)); Dr. Heather McDiarmid, An Analysis of the Financial and Climate Benefits of Electrifying Ontario’s Gas-Heated Homes by Installing Air-Source Heat Pumps, August 2, 2022, p. 11 ([link](#)); Corporate Knights, GREEN house effect: Calculate the savings from electrifying your home, June 20, 2023 ([link](#)); Ontario Ministry of Energy, Discussion Paper, August 2023, pp. 10-11 ([link](#)); OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 41 ([link](#)).

¹¹ The subsidy was previously worth approximately \$4,500 per home on average. See OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 34 ([link](#)).

¹² The cost is over \$300 million annually including all cost categories, such as capitalized overhead per Exhibit J13.7 ([link](#), PDF p. 305); OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 48 ([link](#));

¹³ The OEB’s decision and many studies confirm that heat pumps achieve lower costs versus gas equipment - see: Evidence of the Energy Futures Group in OEB File # EB-2022-0200, p. 23 ([link](#)); Dr. Heather McDiarmid, An Analysis of the Financial and Climate Benefits of Electrifying Ontario’s Gas-Heated Homes by Installing Air-Source Heat Pumps, August 2, 2022, p. 11 ([link](#)); Corporate Knights, GREEN house effect: Calculate the savings from electrifying your home, June 20, 2023 ([link](#)); Ontario Ministry of Energy, Discussion Paper, August 2023, pp. 10-11 ([link](#)); OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 41 ([link](#)) and see also p. 34 regarding the perverse incentives for developers.

¹⁴ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 57 ([link](#)).

¹⁵ See note 1 above.

¹⁶ Letter from Enbridge Gas, February 7, 2024 ([link](#)).

¹⁷ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 34 ([link](#)) (“As a result of using the 40-year revenue horizon, virtually all developments end up including gas servicing, since the developer bears little or no cost to include gas servicing, has no responsibility for the energy bills to be paid by subsequent property owners, no exposure to the future stranded asset cost risk resulting from the energy transition, and therefore, no incentive to consider any of those impacts or alternatives that would avoid or reduce those impacts.”).

¹⁸ OEB Decision and Order in EB-2022-0200, December 21, 2023, pp. 34 & 41 ([link](#)).

¹⁹ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 41 ([link](#)).

²⁰ Letter from Michele Harradence, President of Enbridge Gas Inc., January 24, 2024 ([link](#)).

²¹ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 19 ([link](#)) (“The OEB concludes that Enbridge Gas’s proposal is not responsive to the energy transition and increases the risk of stranded or underutilized assets, a risk that must be mitigated. ... The risk that arises from the energy transition results from gas customers leaving the gas system as they transition to electricity to meet energy needs previously met by natural gas. This departure gives rise to assets that are not fully depreciated but are no longer used and useful. This results in stranded asset costs that Enbridge Gas would seek to recover from the remaining gas customers. This in turn would increase rates for those gas customers, leading more customers to leave the gas system, potentially leading to a continuing financial decline for the utility, often referred to as the utility death spiral.

In the face of the energy transition, Enbridge Gas bears the onus to demonstrate that its proposed capital spending plan, reflected in its Asset Management Plan, is prudent, having accounted appropriately for the risk arising from the energy transition.

The record is clear that Enbridge Gas has failed to do so.”)

²² Enbridge Evidence ([link](#), PDF p. 254); Enbridge Evidence, ([link](#), PDF p. 305).

²³ See excerpts in Appendix 1.

²⁴ Submissions of Environmental Defence, pp. 6-8 ([link](#)).

²⁵ Approximately 87% of the revenue needed to pay for gas pipelines in Ontario comes from the “general service” customers that use methane gas to heat their buildings (see Hearing Transcript Vol. 3, p. 12, lns. 15-25, [link](#)). If much of that revenue is lost as buildings electrify, the remaining hard-to-decarbonize sectors (e.g. industrial facilities) will need to pick up the slack, leading to skyrocketing gas rates. Costs of gas infrastructure must be contained to maintain affordability for those sectors to may want to use pipelines to transport the small amount of low-carbon gases that will be available.

²⁶ Submissions of Environmental Defence, pp. 20-21 ([link](#)).

²⁷ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 48 ([link](#)); The cost is over \$300 million annually including all cost categories, such as capitalized overhead - see Exhibit J13.7 ([link](#), PDF p. 305).

²⁸ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 34 ([link](#)).

²⁹ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 41 ([link](#)) (“When a developer is faced with the full cost of including gas service in a development, that developer will be fully incented to choose the most cost effective, energy efficient choice in a manner that not only achieves efficiency in the cost of housing in a competitive market

and lowers the operating cost of that housing, but also maximizes the contribution to achieving government decarbonization policy goals.”).

³⁰ The OEB’s decision and many studies confirm this. See Evidence of the Energy Futures Group in OEB File # EB-2022-0200, p. 23 ([link](#)); Dr. Heather McDiarmid, *An Analysis of the Financial and Climate Benefits of Electrifying Ontario’s Gas-Heated Homes by Installing Air-Source Heat Pumps*, August 2, 2022, p. 11 ([link](#)); Corporate Knights, *GREEN house effect: Calculate the savings from electrifying your home*, June 20, 2023 ([link](#)); Ontario Ministry of Energy, *Discussion Paper*, August 2023, pp. 10-11 ([link](#)); OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 41 ([link](#)).

³¹ OEB Decision and Order in EB-2022-0200, December 21, 2023, p. 38 ([link](#)).

³² CBC, *After seeing how gas stoves pollute homes, these researchers are ditching theirs*, April 7, 2022 ([link](#)); CBC,

³³ Taylor Gruenwald et al, *Population Attributable Fraction of Gas Stoves and Childhood Asthma in the United States*, *Int. J. Environ. Res. Public Health* 2023, 20(1), 75 ([link](#)).

³⁴ CBC, *Professional chefs tout the culinary — and environmental — advantages of induction stoves*, April 7, 2022 ([link](#)).

³⁵ Evidence of the Energy Futures Group in OEB File # EB-2022-0200, p. 22 and footnote 48 ([link](#)).

³⁶ Over 20 jurisdictions in the United States have prohibited gas connections in new construction. See EB-2022-0200, Exhibit J8.3, Attachment 1 ([link](#), PDF p. 66)

³⁷ Ontario Government Press Release, December 22, 2023 ([link](#)).

³⁸ OEB Decision and Order in EB-2022-0200, December 21, 2023, pp. 19-22 ([link](#)).

³⁹ Electrification and Energy Transition Panel, *Ontario’s Clean Energy Opportunity* ([link](#)), emphasis added.



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, December 20th, 2023, at 5:30 PM at Englehart Family Health Team

Present: Derek Mundle, Pat Kiely, Lois Perry, Rick Owen, Clifford Fielder, Ian Macpherson, Mary-Jo Lentz, Jeff Laferriere, Jesse Foley Mark Stewart (CAO)

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

Absent:

Guests: Darlene Wroe – Temiskaming Speaker

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

1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

3.0 PETITIONS AND DELEGATIONS

Nil

4.0 ACCEPTANCE/ADDITIONS TO AGENDA

Resolution 2023-76

Moved by Jesse Foley seconded by Jeff Laferriere

THAT the agenda of the Regular Meeting of the Board held on December 20th, 2023, be accepted as presented.

Carried.

5.0 ADOPTION OF PREVIOUS MINUTES – November 15th, 2023, REGULAR MEETING OF THE DTSSAB BOARD

Resolution 2023-77

Moved by Clifford Fielder and seconded by Mary Jo Lentz

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

Carried.

6.0 CORRESPONDENCE

7.0 NEW BUSINESS

7.1 CAO Report

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

7.2 Transfer – EMS Capital Expenditures Base Improvement

Resolution 2023-78

Moved by Rick Owen and seconded by Pat Kiely

THAT the Board approve a transfer of \$ 20,000 out of the 2023 EMS Capital Expenditures Base Improvements budget line into the EMS Base Improvements Reserve line for use in the 2024 EMS budget.

Carried.

7.3 Transfer – EMS Capital Expenditures Vehicles

Resolution 2023-79

Moved by Lois Perry and seconded by Ian Macpherson

THAT the Board approve a transfer of \$62, 359 out of the 2023 EMS Capital Expenditures Vehicle line into the Vehicles Reserve line for use in the 2024 EMS budget.

Carried.

7.4 2024 Housing Services Budget

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

7.5 2024 Children's Services Budget

This draft budget was presented to the Board by Lyne Labelle, for their information.

7.6 2024 Board Budget

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

7.7 Program Support Budget (Updated)

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

7.8 2023 Reserve Summary

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

7.9 2024 Meal Rates

Resolution 2023-80

Moved by Jeff Laferriere and seconded by Jesse Foley

THAT the Board approve an increase in meal reimbursement rates to the following amounts and that we update policy FM-06 Reimbursement of Expenses accordingly (effective January 1st, 2024)

| Proposed Rates | Timiskaming District | Outside of District |
|-----------------------|-----------------------------|----------------------------|
| Breakfast | \$15.00 | \$16.00 |
| Lunch | \$19.00 | \$21.00 |
| Dinner | \$34.00 | \$39.00 |
| Total | \$68.00 | \$76.00 |

Carried.

7.10 Audit Services 2023-2025

Resolution 2023-81

Moved by Mary Jo Lentz and seconded by Clifford Fielder

THAT the Board approved to extend the term of audit services with Grant Thornton LLP for 2023 and direct the Director of Finance to undertake the RFP process for the 2024 audit year.

Carried.

8.0 ADJOURNMENT

Resolution 2023-82

Moved by Pat Kiely and seconded by Rick Owen

THAT the Board meeting be hereby adjourned at 6:48 PM AND THAT the next meeting be held on January 17th, 2023, or at the Call of the Chair.

Carried.

Minutes signed as approved by the Board:


Derek Mundle, Chair

January 17, 2024

Date

Recorder: Michelle Sowinski

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

Thursday, April 20, 2023
held at
Earlton-Timiskaming Regional Airport
TEMSAR Trailer
Earlton, Ontario

Attendance: Doug Metson, Jeff Laferriere, Dan Perreault,
James Smith, Sheila Randell

Regrets : Barbara Beachey

Absent : Laurie Bolesworth

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Dan Perreault

BE IT RESOLVED THAT "the meeting of April 20, 2023 be called to order at 1:03 p.m.

Carried

2. Approval of Agenda

Moved by: Dan Perreault

Seconded by: Doug Metson

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

Carried

3. Approval of Minutes of Last Meeting

Moved by: Doug Metson

Seconded by: Dan Perreault

BE IT RESOLVED THAT "the Minutes of the Meeting held August 18, 2022, be adopted as presented."

Carried

4. Business Arising from Minutes

None

5. Finance Report:

Moved by : Dan Perreault

Seconded by : Doug Metson

BE IT RESOLVED THAT "the Finance Report for the month of March 2023, be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

6. **Manager's Report**

Moved by: Doug Metson

Seconded by: Dan Perreault

BE IT RESOLVED THAT "the Manager's Report for the month of March 2023, be adopted as presented and attached hereto forming part of these Minutes."

Carried

7. **New Business**

- CRA will not talk to Jeff or Sheila regarding HST owing to the Airport, so Carman Kidd has been contacted to call them and find out what information is needed

- Property taxes – Dan to check with township regarding a “break”

- Jeff is to supply Chris O'Reilly with a letter regarding Airport finances as requested.

- Jamie to send out letters to municipalities that are not currently members of the Airport Board, and if questions arise, arrangements will be made to meet with them in person.

- Bill Mathews contacted Jamie asking if he could put a couple of sea containers near his hangar. Members present all agreed that we “don’t need it”, and that sea cans will not be allowed on Airport property.

- Discussion on the Airport pick up truck took place

Moved by : Doug Metson

Seconded by : Dan Perreault

WHEREAS “the Airport pick up truck is in bad shape and needs to be replaced”;
BE IT RESOLVED THAT “The ETRAA sells the old sander and plow truck, and put the proceeds from the sale towards the purchase of a newer truck”.

Carried

8. **Adjournment**

Moved by : Dan Perreault

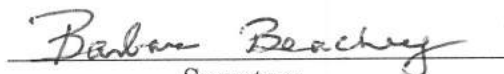
Seconded by : Doug Metson

BE IT RESOLVED THAT "this meeting be adjourned at 1:48 p.m.".

Carried



Chair



Secretary



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on December 6, 2023 at 6:30 PM

Federal Tavern, Kirkland Lake

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

2. **ROLL CALL**

Board of Health Members

| | |
|-----------------|--|
| Stacy Wight | Chair, Municipal Appointee of Kirkland Lake |
| Jesse Foley | Vice-Chair, Municipal Appointee for Temiskaming Shore |
| Mark Wilson | Municipal Appointee for Temiskaming Shores |
| Jeff Laferriere | Municipal Appointee for Temiskaming Shores |
| Curtis Arthur | Provincial Appointee |
| Carol Lowery | Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman |
| Paul Kelly | Municipal Appointee for Township of Larder Lake, McGarry & Gauthier |
| David Lowe | Provincial Appointee |
| Todd Steis | Provincial Appointee |
| Gord Saunders | Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart |
| Cathy Dwyer | Provincial Appointee |
| Guy Godmaire | Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe |

Regrets

| | |
|----------------|--|
| Steve McIntyre | Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan |
| Casey Owens | Municipal Appointee for Town of Kirkland Lake |

Timiskaming Health Unit Staff Members

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

3. **APPROVAL OF AGENDA**

MOTION #61R-2023

Moved by: Paul Kelly

Seconded by: David Lowe

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on December 6, 2023, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

MOTION #62R-2023

Moved by: Carol Lowery

Seconded by: David Lowe

Be it resolved that the Board of Health approves the minutes of November 1, 2023, as presented.

CARRIED

6. **BUSINESS ARISING**

N/A

7. **REPORTS OF MOH/CEO**

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

8. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

9. **NEW BUSINESS**

a. **ALPHA FALL SYMPOSIUM UPDATE**

Conference attendees shared an update and feedback on the topics presented and the educational sessions.

b. **Q3 – BOARD OF HEALTH REPORT**

Report distributed for information purposes.

c. **BN: PUBLIC HEALTH STRENGTHENING AND CHRONIC DISEASE PREVENTION**

MOTION #63R-2023

Moved by: Curtis Arthur

Seconded by: Todd Steis

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

CARRIED

10. **IN-CAMERA**

MOTION #64R-2023

Moved by: Todd Steis

Seconded by: Paul Kelly

Be it resolved the Board of Health agrees to move in-camera at 7:00 pm to discuss the following matters under section 239 (2):

- MOH Update – Confidential Matter
- Financial Confidential Matter
- In-Camera Minutes (November 1, 2023)

CARRIED

11. **RISE AND REPORT**

MOTION #65R-2023

Moved by: Paul Kelly

Seconded by: Jeff Laferriere

Be it resolved the Board of Health agrees to rise with report at 7:43 pm.

CARRIED

a. **IN-CAMERA MINUTES – NOVEMBER 1, 2023**

MOTION #6C-2023

Moved by: Cathy Dwyer

Seconded by: Guy Godmaire

Be it resolved the Board of Health approves the in-camera minutes of the regular Board meeting held on November 1, 2023.

CARRIED

12. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on January 31, 2024 at 6:30 pm in New Liskeard.

13. **ADJOURNMENT**

MOTION #66R-2023

Moved by: Carol Lowery

Seconded by: Curtis Arthur

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:45 pm.

CARRIED

Report on Rural Ontario Municipalities Conference 2024

From Councillor Ducharme

I was very honoured to attend the 2024 conference along with Mayor Laferriere, Councillor Wilson and Councillor Whalen.

Delegations:

I joined my colleagues in the following delegations:

| | | |
|--|---|---|
| Honourable Doug Downey – Attorney General of Ontario | Impacts of POA Modernization on Municipal Partners: Request for compensation, access to timely information and training resources for staff and provide ongoing support as the system modernizes. | -Received updates on the upcoming appointments of Justice of the Peace but no firm timelines. -A commitment to review and provide additional information about resources. -A timeline for the POA technology roll-out and a request that the city provide feedback on what is needed to run the system effectively. |
| Honourable Minister Kerzner- Ministry of Solicitor General – In Collaboration with Town of Kirkland Lake | Update on the progress of the Community Safety and Well-being Plan for the District of Timiskaming and a request ongoing support to maintain momentum. | Received some guidance on project-based funding to support activities. |
| Parliamentary Assistant Rae – Ministry of Municipal Affairs and Housing | Request for guidelines on the rural community stream for the Building Faster Fund | -Program updates were announced that day and opened to all rural and small communities. |
| Parliamentary Assistant Laura Smith - Ministry of Tourism, Culture and Sport | Request to review library funding for small and rural libraries based on the expanded services provided by modern libraries that impact all areas of life in small communities. | -Positive response to the wide range of programs offered by the TSPL, particularly the community fridge. A fiscal review is on the ministry's radar for libraries. |

Zone 9 Meeting:

Met with other municipal representatives from across the north who share a number of the same issues from healthcare downloading, access to infrastructure loans for water systems the need to attract francophone immigrants and retain francophone youth to maintain French language services in communities, and concerns about exotic animals and risks to municipalities.

Ensuring that northern communities have a seat when the province does a fiscal review is important in ensuring funding maintains services close to home.

Information Sessions:

The ROMA conference offered a wide variety of information sessions. I was fortunate to attend sessions on homelessness in rural communities, gender-based violence, data partnerships, the importance of farming in ensuring that we maintain access to food in small communities, supporting immigrants moving to small communities and keynote speaker Shane Feldman.

We also heard from a number of provincial representatives including Premier Doug Ford and Minister Paul Calandra (Ministry of Municipal Affairs and Housing) who spoke at length about growth in the Ontario economy, the clean-energy sector and the need to build housing in the province. The Honourable Lisa Thompson, the Minister of Agriculture, Food and Rural Affairs spoke specifically about new funding programs for Rural Economic Development.

The knowledge learned in a few short days both through the formal sessions and learning from municipal colleagues about approaches and ideas was invaluable and I appreciate the opportunity to attend.

Report to Council

2024 ROMA Conference

I want to congratulate Councillor Wilson on a successful ROMA conference and for also bringing some recognition and attention to Zone 9.

I was able to attend a couple of the city delegation. One regarding Funding of Public Libraries and another regarding the Building Faster Fund. Our Mayor provided excellent speaking points and as such both delegations seemed very well received.

I also had the opportunity to meet on behalf of FONOM with the Ministers of Transportation, Municipal Affairs, Education and Solicitor General on northern Ontario topics.

I have been contacted since by staff from the Ministry of Transportation for further details and requesting to meet again.

I was fortunate to have come across various Ministers (Cho, Clark, Jones) at times during the conference and was able to speak with them further on many topics.

Due to the many meeting with Ministers and follow ups, I was no able to take in as many of the sessions as I had hoped. I did listen to some of the noted speeches by all party leaders and most of what was said was just a revisit to previous speeches.

I do feel the encouraging messages delivered by the provincial representatives during our delegations and the follow up by ministry staff does lend some hope to having some of our issues revisited.

Deputy Mayor - City of Temiskaming Shores
President - Federation of Northern Ontario Municipalities



**Learning Session on Approaches to Ending
Homelessness**
Association of Municipalities of Ontario Workshop
Monday, January 15, 2024
9:00 a.m. - 11:30 a.m.

Agenda

Opening Remarks, 9:00 - 9:05 a.m.

*Lindsay Jones, Director, Association of Municipalities of Ontario
Riley Brockington, Councillor and Deputy Mayor of Ottawa*

Presentation on Housing First in Finland, 9:05 - 9:35 a.m.

Y-Foundation CEO Ojankoski Teija and Juha Kahila, Head of International Affairs

Follow-up Question & Answers, 9:35 - 10:00 a.m.

BREAK, 10:00 a.m.

Presentation on Health & Housing, 10:15 - 10:30 a.m.

Dr. Andrew Boozary, Executive Director of Gattuso Centre for Social Medicine

Follow-up Questions & Answers, 10:30 - 10:45 a.m.

Break Out Discussions on Implementation in Canadian Context, 10:45 - 11:20 a.m.

- What have we learned from this?
- What can we apply in the Ontario context?
- How can you take this forward in your community?

Closing Remarks, 11:20 - 11:30 a.m.

Lindsay Jones, Director, Association of Municipalities of Ontario

How to end homelessness?

Teija Ojankoski, CEO

Juha Kahila, Head of International Affairs

January 2024

Y-Säätiö





Y-Säätiö – Housing First Since 1985

Founders:

- Prominent Finnish municipalities
- Institutions
- Associations
- Trade unions.



City of Helsinki

The largest and the capital city of Finland with a population of 656,250.



City of Espoo

Second largest city in Finland with a population of 293,576.



THE CITY OF TAMPERE

Third largest city in Finland with a population of 241,672.



City of Vantaa

Fourth largest city in Finland with a population of 238,033.



CITY OF
TURKU

Sixth largest city in Finland with a population of 194,244.



Kuntaliitto
Kommunförbundet

Association of Finnish Local and Regional Authorities promotes local self-government and the modernisation of municipal services.

KIRKKOHALITUS⁺

Church Council is in charge of government, economics and operations of the Finnish Lutheran church.

mieli
HUMAN MENTAL HEALTH SERVICES

The Finnish Association for Mental Health, FAMH, is a Finnish non-governmental organization and a federation of over 50 local mental health associations.

Punainen Risti
Röda Korset

The Finnish Red Cross is the most significant Finnish civic organization providing humanitarian aid.

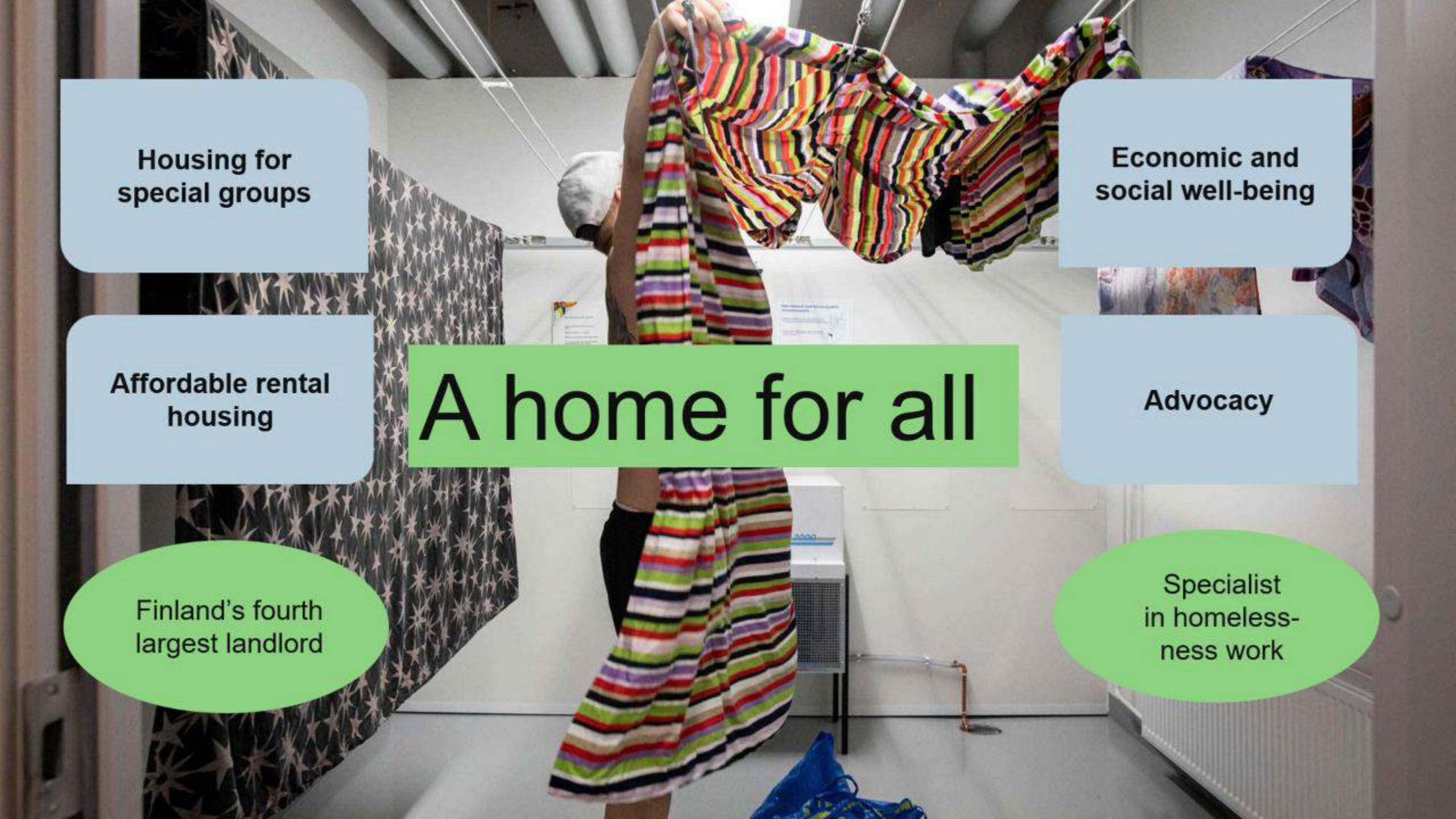
Rakennusliitto

The Finnish Construction Trade Union is the trade union for employees working in the construction sector in Finland.



Rakennusteollisuus

The Confederation of Finnish Construction Industries RT (CFCI) is the joint interest organisation of building contractors, special contractors and the construction product industry.



**Housing for
special groups**

**Economic and
social well-being**

**Affordable rental
housing**

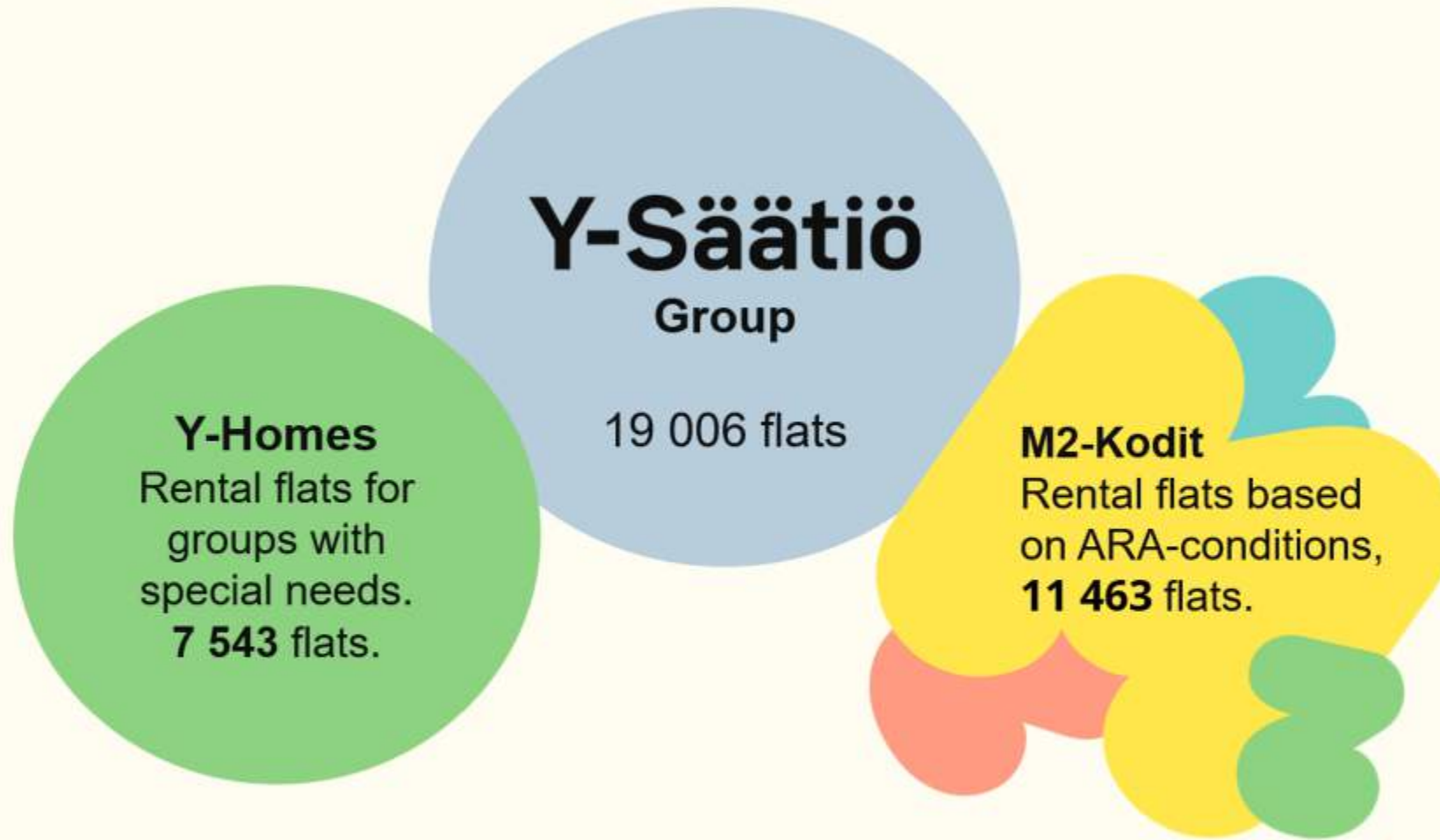
A home for all

Advocacy

**Finland's fourth
largest landlord**

**Specialist
in homeless-
ness work**

Home for all – Y-Säätiö's rental flats



Targeted for impoverished & low income individuals
with urgent housing needs

Financing

Building affordable rental houses

80-95% loan from bank

5-20 % own capital

+

Interest subsidy from state
(organized by ARA)

ara

The Housing Finance and
Development Centre of Finland

Buying apartment from free market

50 % loan from bank

+

50 % grant from STEA
(lottery money)

Funding Centre for Social
Welfare and Health
Organisations (STEA)



How can homeless person pay for rent and services?

Persons pay their rent themselves

Money comes from (options):

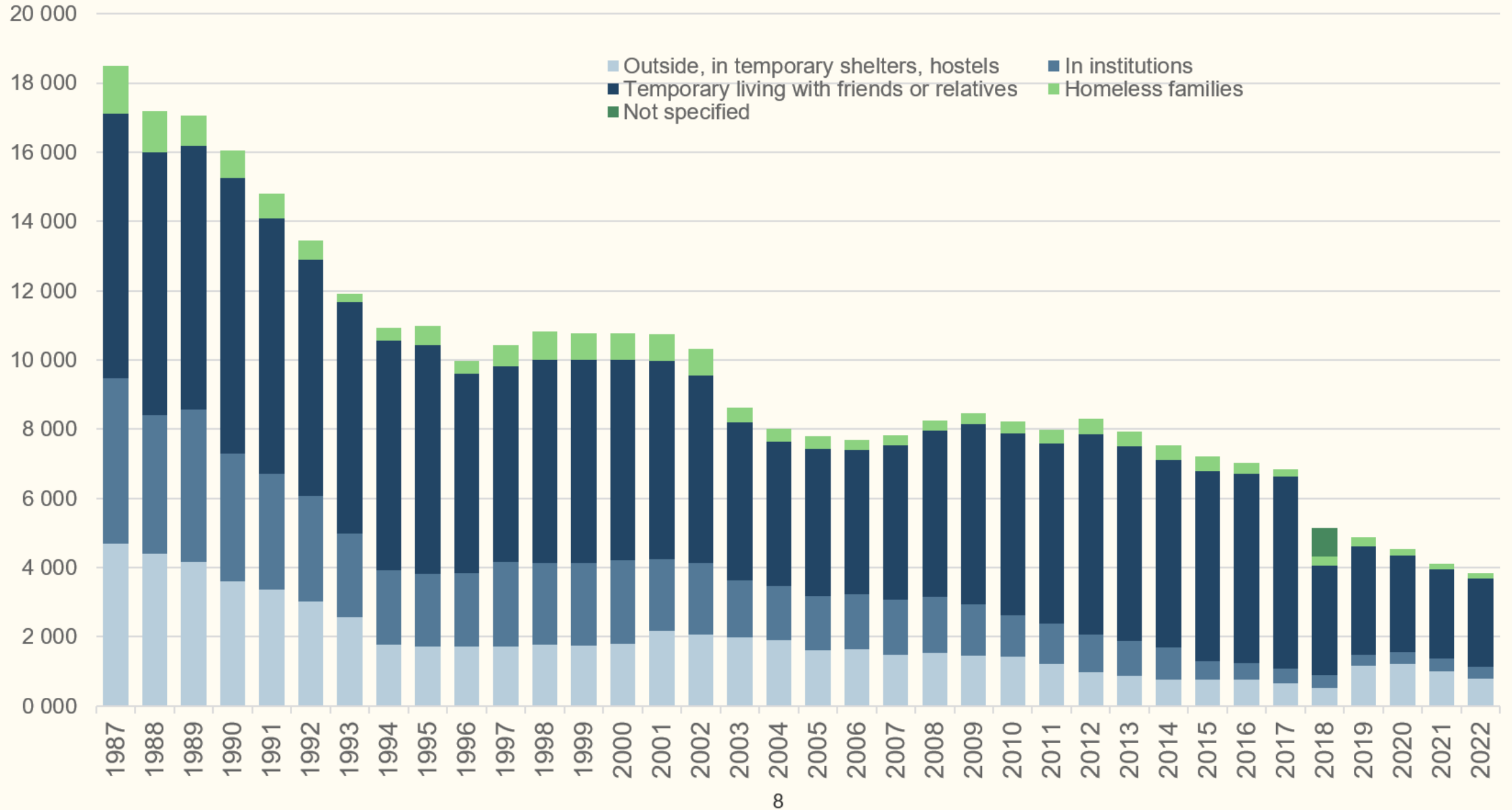
- ✓ Unemployment benefit
- ✓ Retirement income
- ✓ Basic social security assistance
- ✓ Supplementary assistance
- ✓ Housing benefit



Paying services

Wellbeing service counties pay
all the social- and healthcare
expences

Homelessness in Finland 1987-2021



Homelessness in Europe

FINLAND IS THE **ONLY EU COUNTRY** WHERE THE NUMBER OF HOMELESS PEOPLE IS **ON THE DECLINE.**

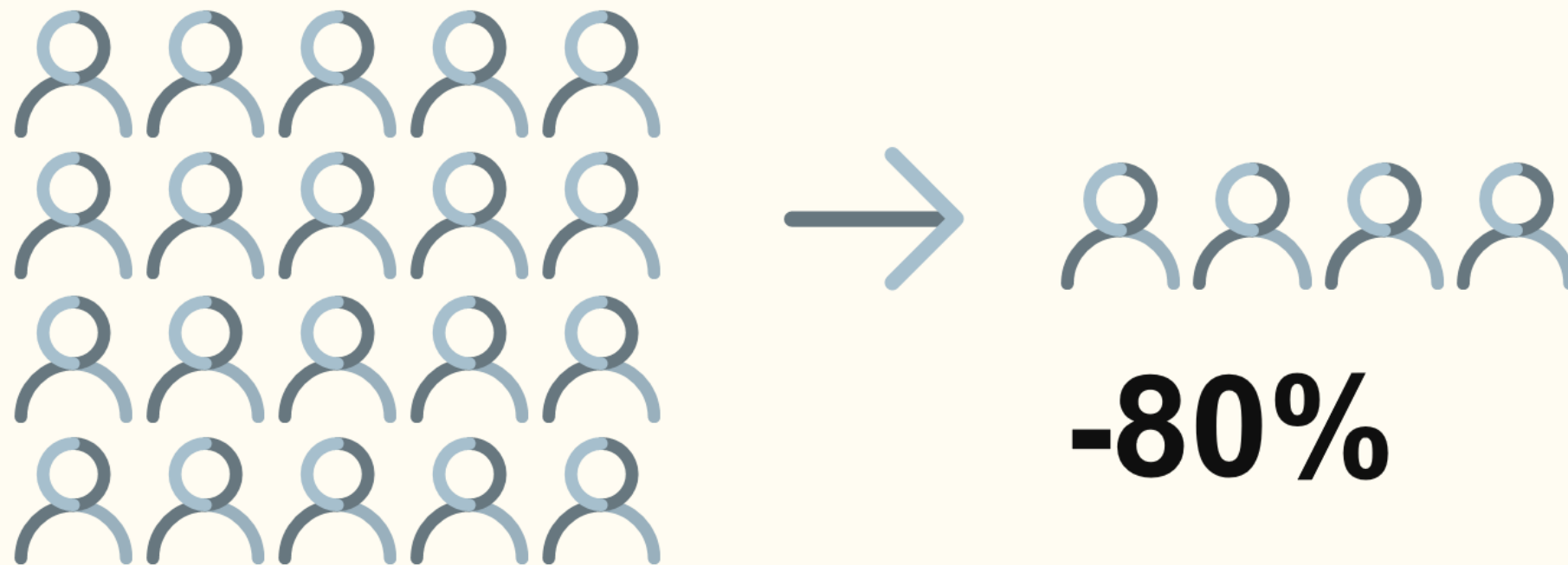
Source: FEANTSA



Homelessness has decreased in Finland

1985: 20 000 homeless

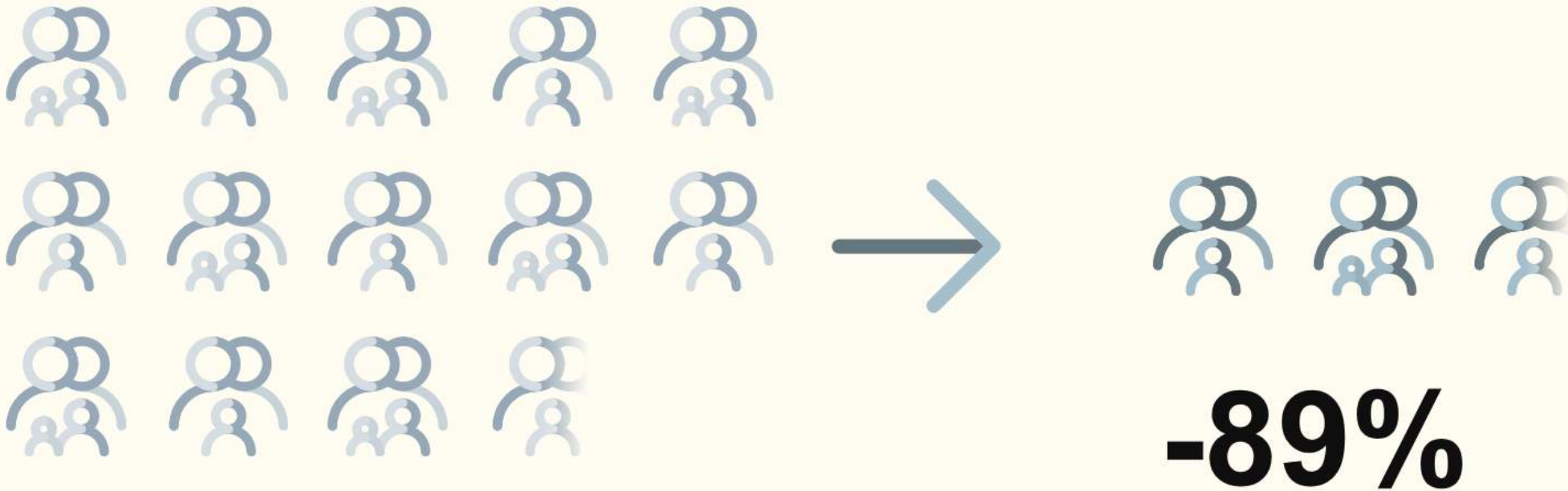
2022: 3 686 homeless



Number of families experiencing homelessness

1987: 1 370 families

2022: 155 families



Homelessness in Finland 2022



Finnish Housing First

Designed for anyone facing homelessness or the risk of homelessness

1

Different Permanent Housing Options

Scattered housing and supported housing units. Options for specific needs and circumstances.

2

Tailored Support Services

Personalized support services are integral. Aims to address diverse challenges that people may face.

3

Affordable Housing

400 000 state-subsidized rental-apartments. Tenant selection is based on the need for housing.

4

Prevention of Homelessness

Proactive measures: detecting the risk of homelessness & recognizing the significance of early intervention and support.

5

Low-Threshold Work Activities

Acknowledge the diverse skills and capacities of individuals & provide opportunities for engagement that align with their abilities and aspirations.

6

Normality

Normal rental agreements. Main-stream universal social and health services.

Housing options



**FLATS IN
SCATTERED
HOUSING**



**FLATS IN SUPPORTED
HOUSING UNITS**



'HYBRID'

Different paradigms, different housing solutions





Väinölä Housing Unit, Espoo

- Completed in 2014
- 33 apartments
- The Salvation Army as a serviceprovider



Housing First, From shelters to homes

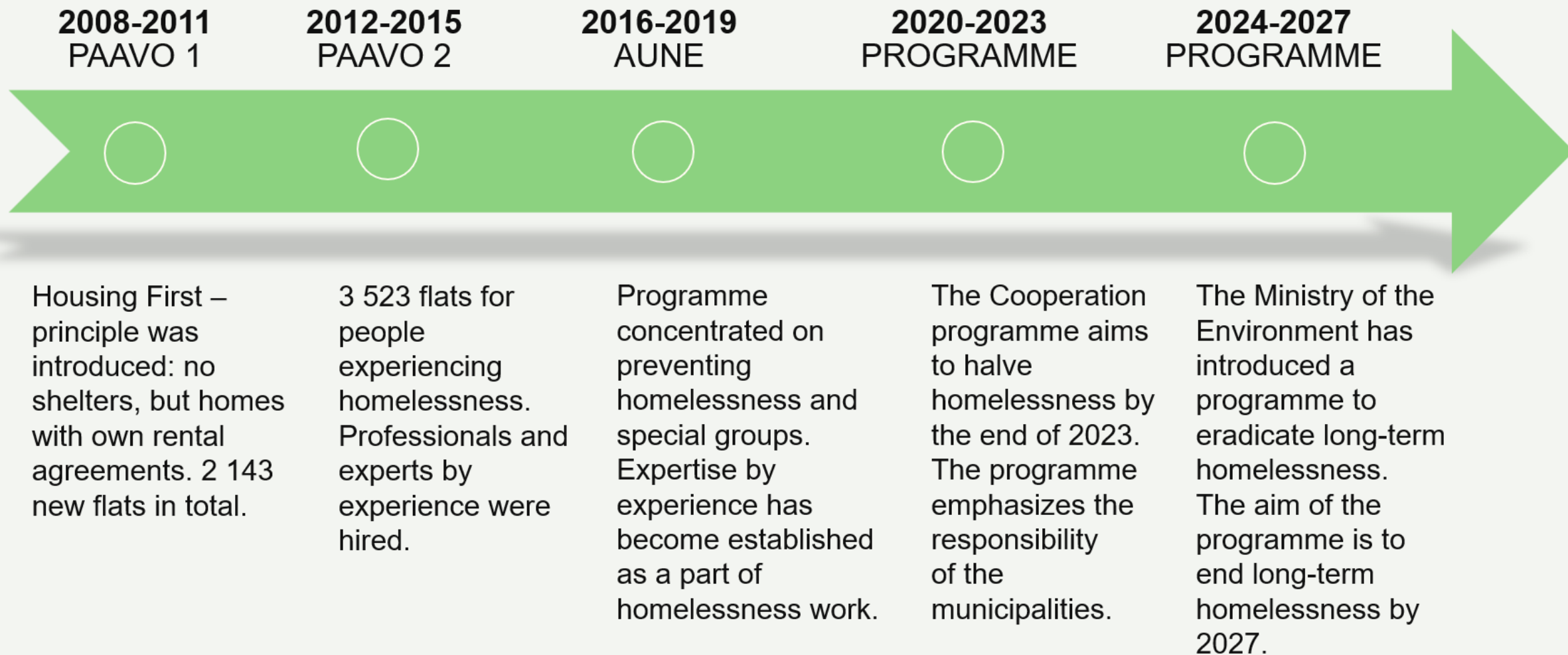
- Own apartment and rental contract
- A kitchen and a bathroom in each apartment



HF unit Wäylä + daycenter + scattered housing



National Homelessness Programmes



Critical elements of ending homelessness

On a society level

1. Affordable social housing (structural prevention)
2. General housing benefit
3. Method of implementation
 - Wide partnership
 - Concrete measurable quantitative goals
 - Short timespan from decision to execution



Critical elements of ending homelessness

On an individual level

1. Housing First as a mainstream policy
2. Permanent housing solutions
3. Alternative housing solutions and tailor-made support



What has worked?

- Permanent homes for over 5000 homeless people
- Systemic change from shelters and hostels into a Housing First based permanent housing
- Small (max. 33 flats) supported housing units

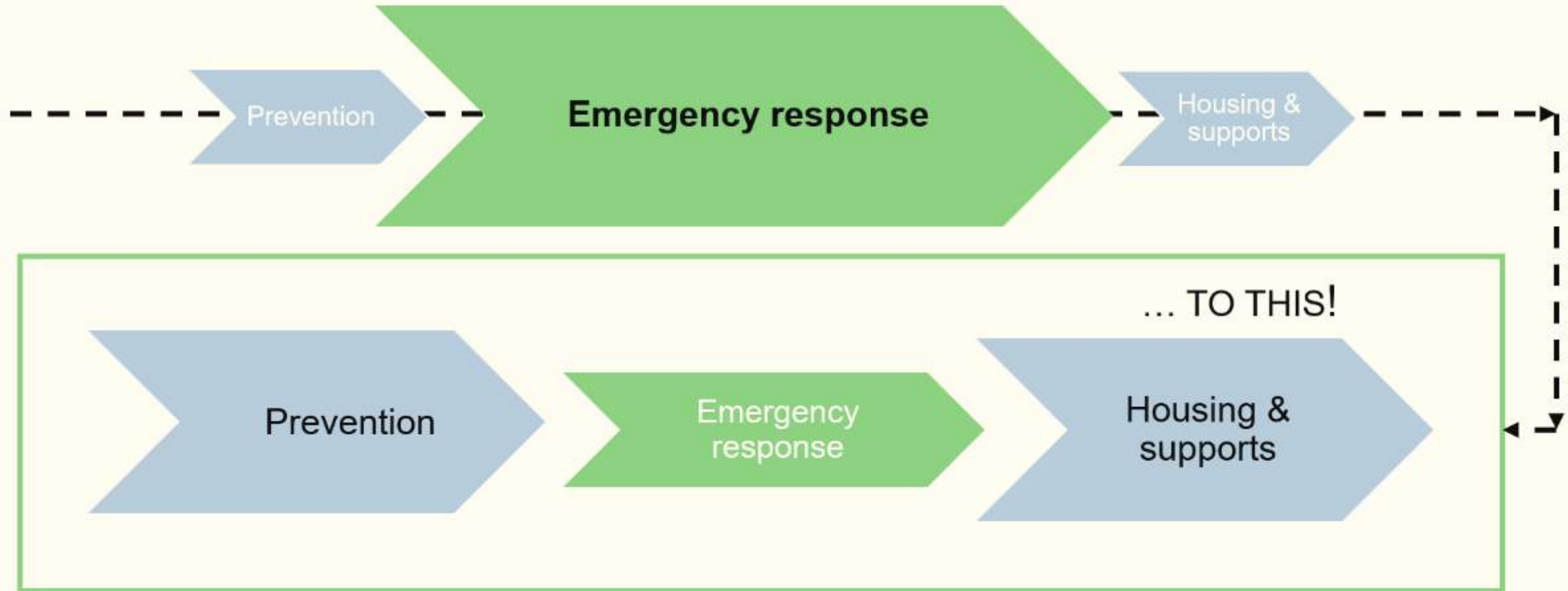


What has worked?

- Prevention: Housing advisors preventing evictions
- Increasing social housing supply
- Experts by experience involved in planning
- Culture of collaboration
- Development network



CAN WE MOVE FROM THIS ...



What has not worked so well: Challenges and Failures

- Attitudes: Complacency
- More people need more support
- Insufficient availability of rehabilitation for drug users
- Lack of integration of basic social and health services
- Nimby
- Lack of small affordable flats



What does
a city without
homelessness
look like?



With Housing First Helsinki has more or less ended street homelessness

Safer and more pleasant city for everyone

- The local community
- Visitors & tourists
- Businesses & investments



Ending homelessness is a cost-effective and profitable use of public finances

Economic benefits on various government functions

- **Safer Society Pays Off**
Law enforcement, court appearances, incarcerations, nights in prison
- **Minimizing the Negative Effects of Homelessness**
Unemployment, physical and mental health, instability etc.
- **Better Access to Services Saves Resources**
Emergency services



Y-Säätiö collaborates on European and International level

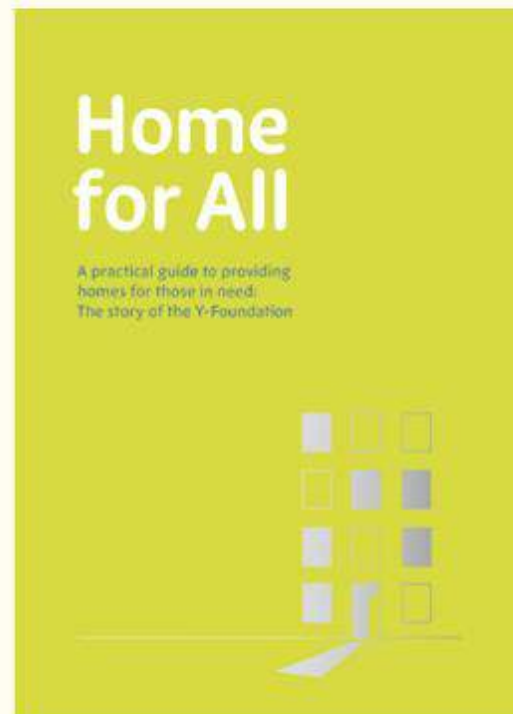
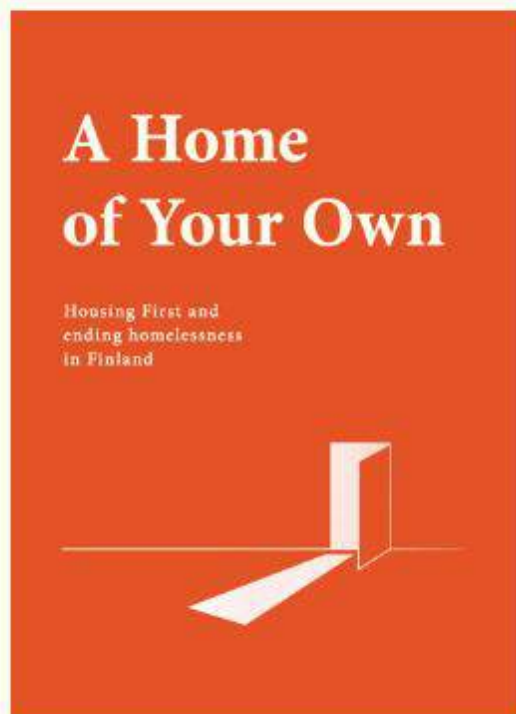
- ✓ Development
- ✓ Research
- ✓ Training



**Nordic
Homelessness
Alliance**



Our publications & further information:



www.ysaatio.fi

Y-Säätiö

Teija Ojankoski, CEO
teija.ojankoski@ysaatio.fi

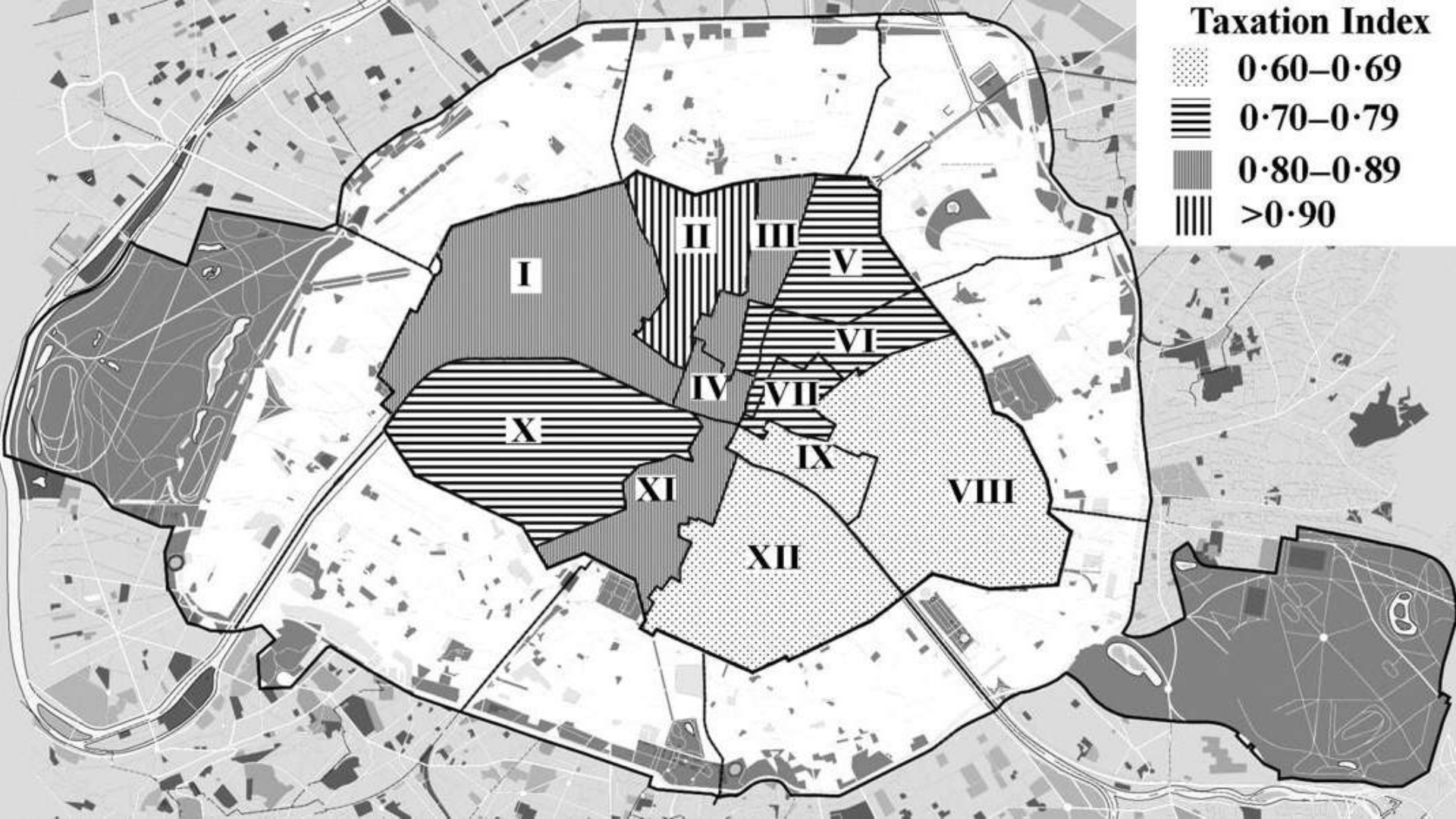
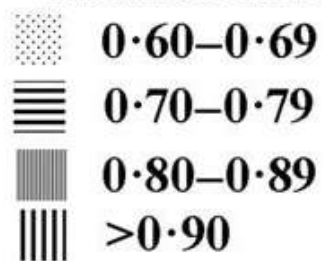
Juha Kahila, Head of International Affairs
juha.kahila@ysaatio.fi

The Pathologies of Poverty: homelessness and health.

DR. ANDREW BOOZARY MD MPP SM CCFP

Executive Director, Population Health and Gattuso Centre for Social Medicine, UHN
Assistant Professor, Dalla Lana School of Public Health

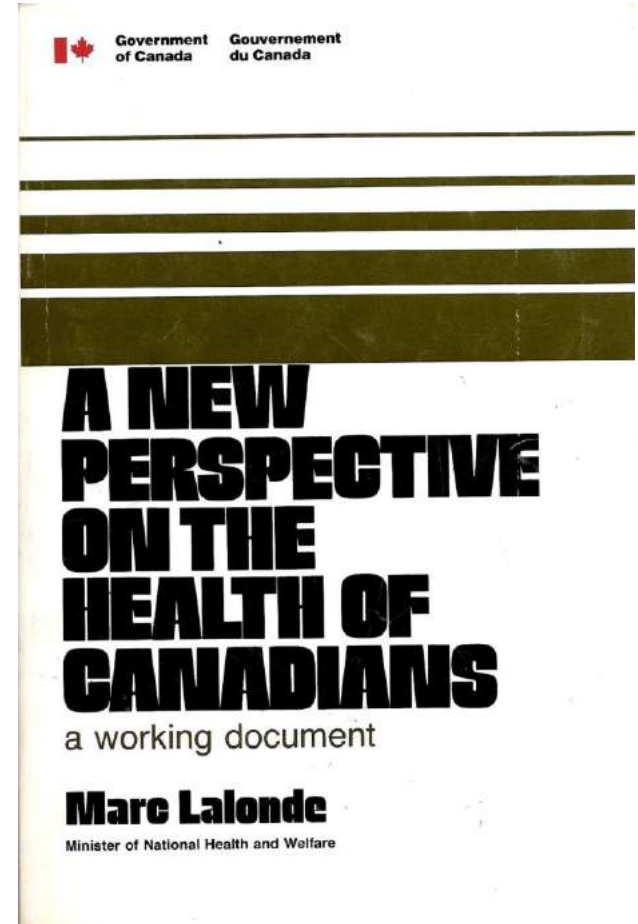
Taxation Index

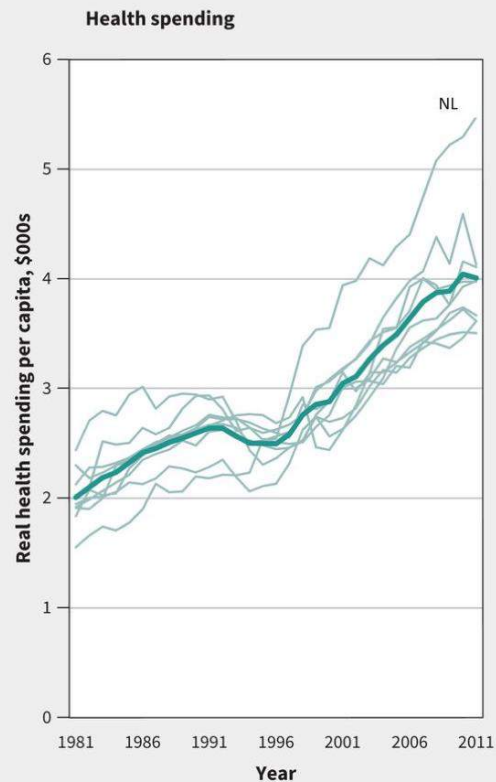
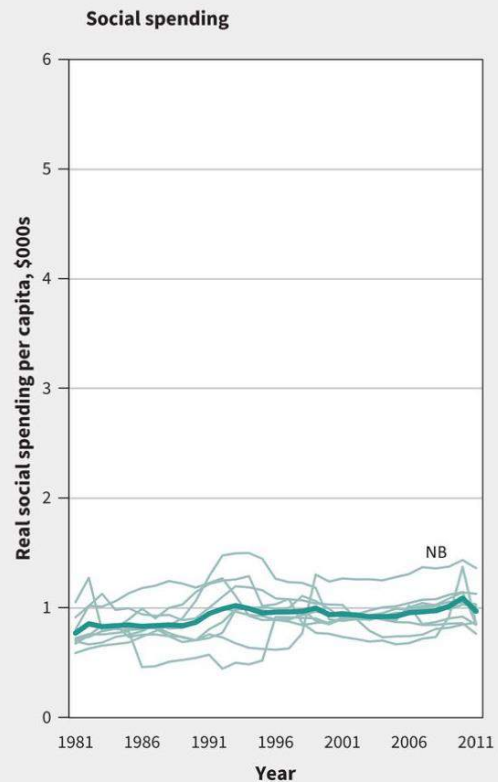


In 2023, a postal code is
a better predictor of
health outcomes than a
genetic code.

“finally, on the subject of the environment, the number of economically deprived Canadians is still high, resulting in a lack of adequate housing”

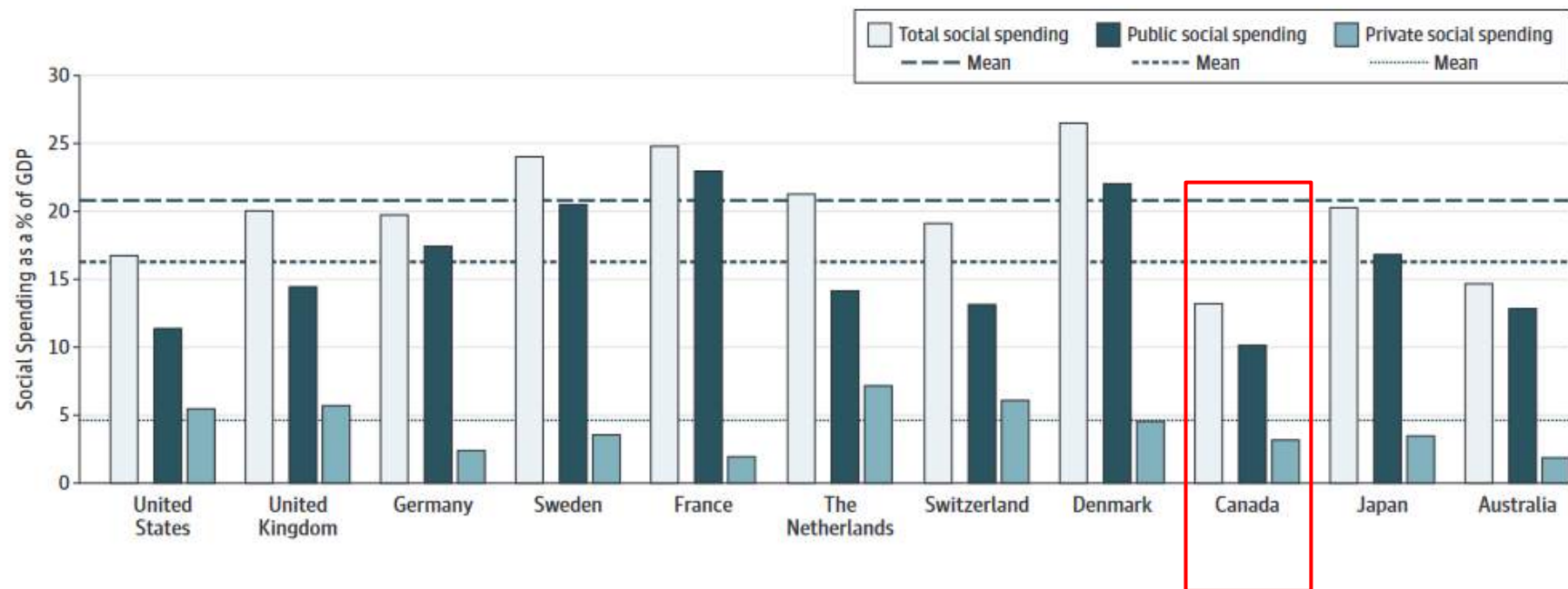
MARC LALONDE, 1974





SOURCE: DUTTON ET AL. CMAJ 2018

Figure 3. Social Spending as a Percentage of Gross Domestic Product



Private Social Spending: Social benefits delivered through the private sector (not transfers between individuals) that involves an element of compulsion and/or interpersonal redistribution. For example, through the pooling of contributions and risk sharing (pensions, survivor benefits, family support, etc.)

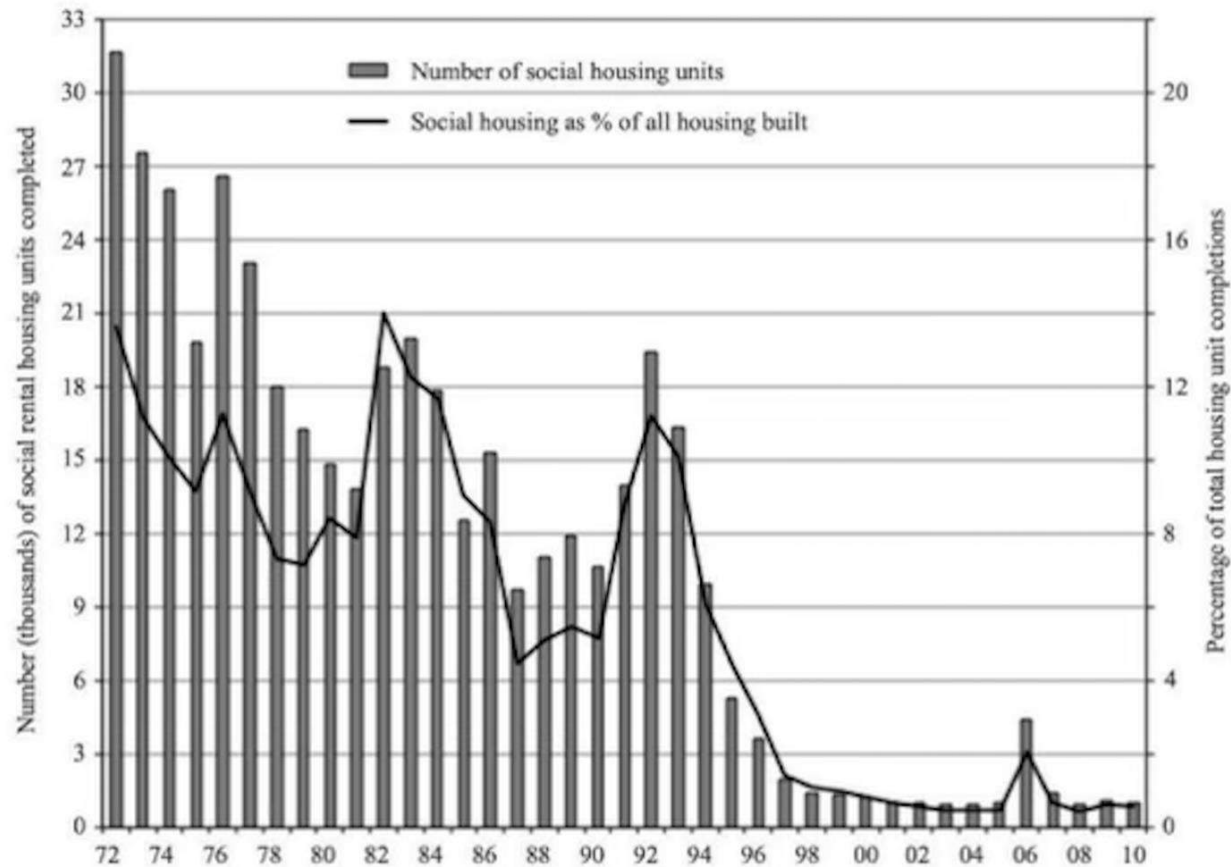


Figure 2. Social housing units built, by year, Canada 1972–2010 (source: calculated by the first author from CMHC *Canadian Housing Observer*, various years).

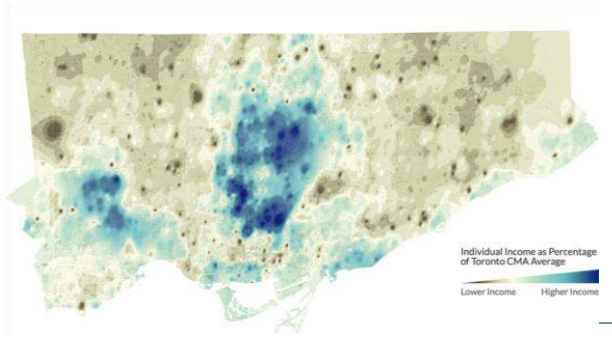
Comparative Health Care System Performance Scores



Health Care System Performance Scores: Equity



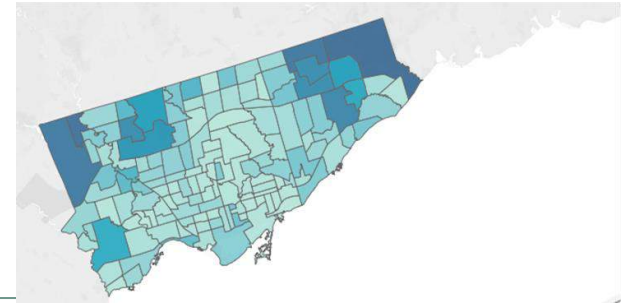
There is no universal
health care without the
human right to housing.



Income



Primary Care



COVID-19

Covid-19 & homelessness

20x more likely to be admitted to hospital

10x more likely to be in ICU

5x more likely to die



SOURCE: MARC O'CONNELL BY CARLOS OSORIO, GLOBE & MAIL 2020

GTA

Why the homelessness crisis could get even worse

Emergency funding has dried up, and the head of Toronto's shelter department says without \$317 million, the city will have to shut more shelters



By **Victoria Gibson** Affordable Housing Reporter

Mon., April 10, 2023 | 5 min. read

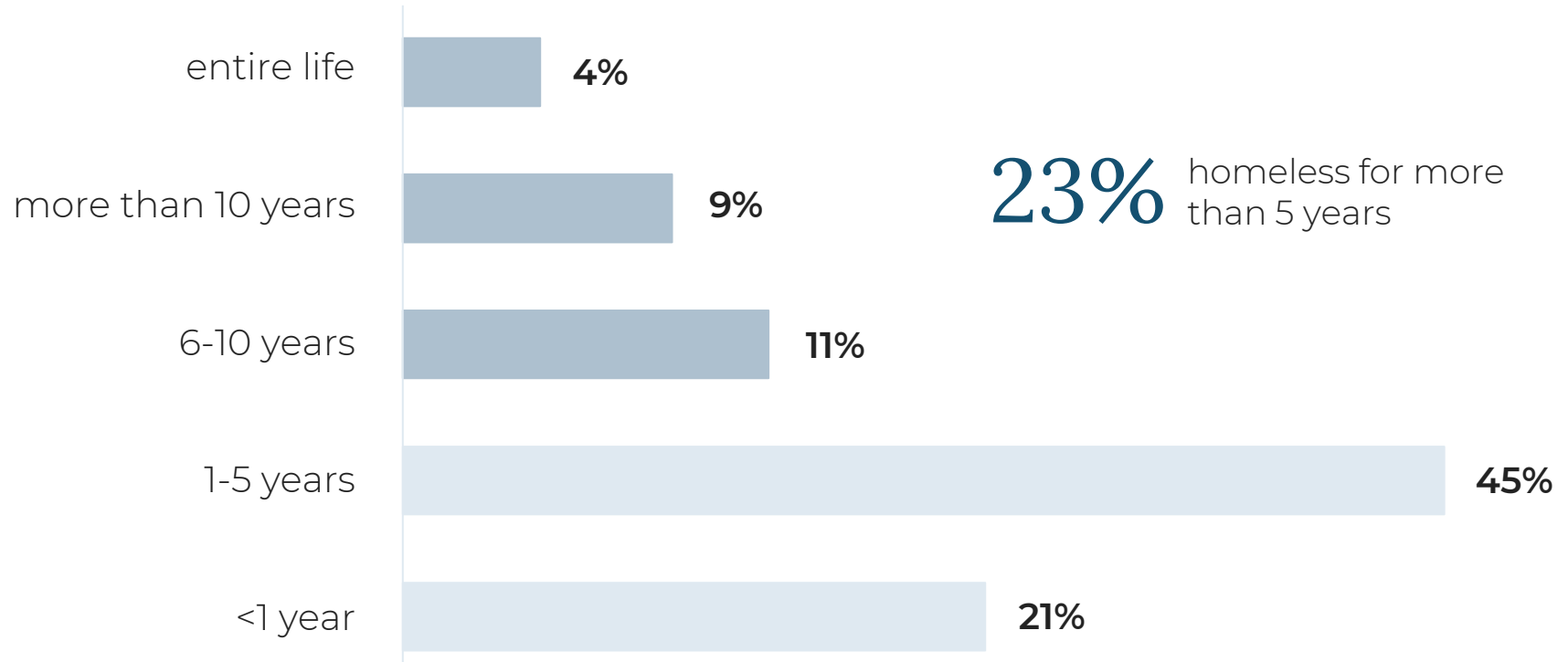
Article was updated Apr. 11, 2023



READ THE CONVERSATION (128)

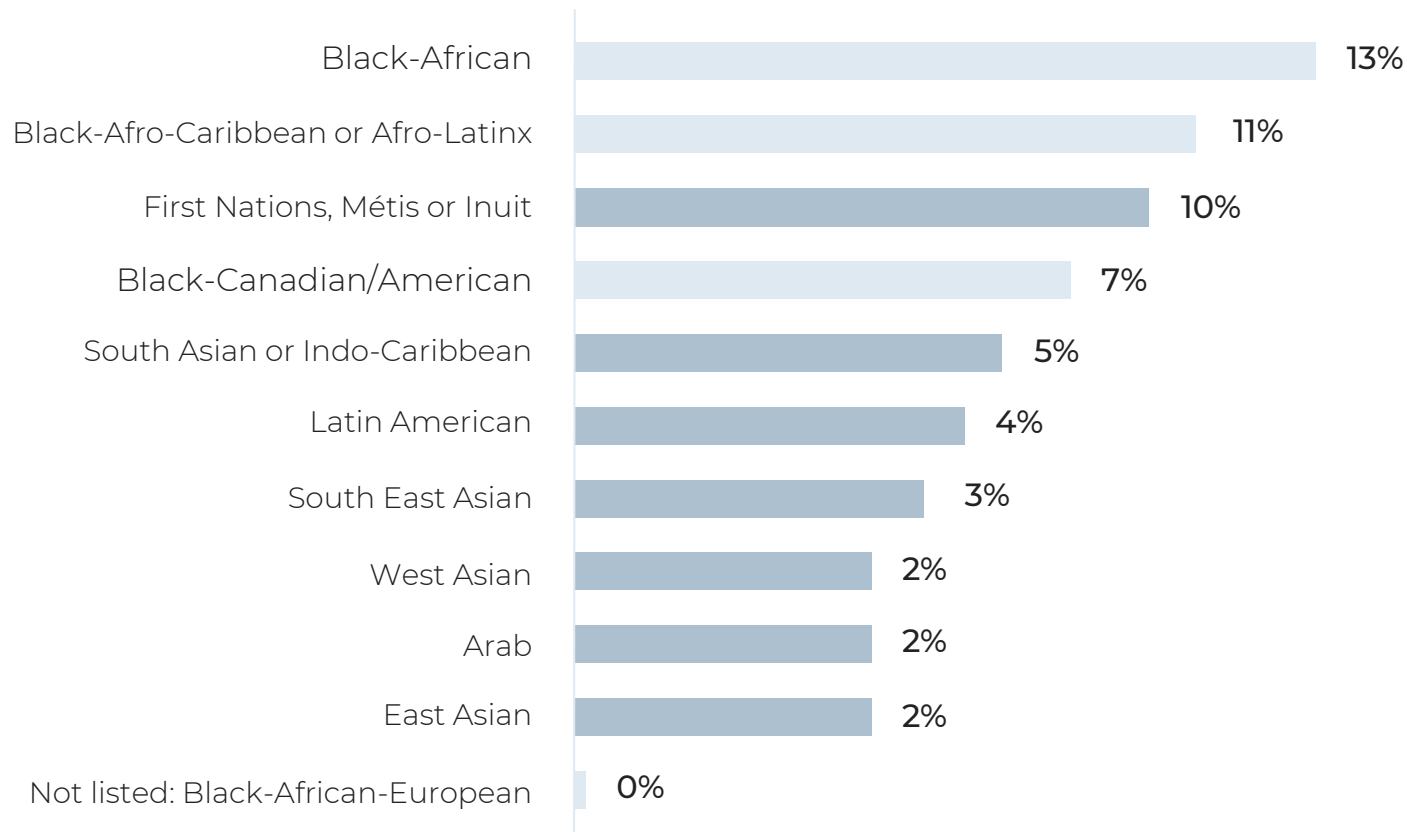


the state of chronic homelessness



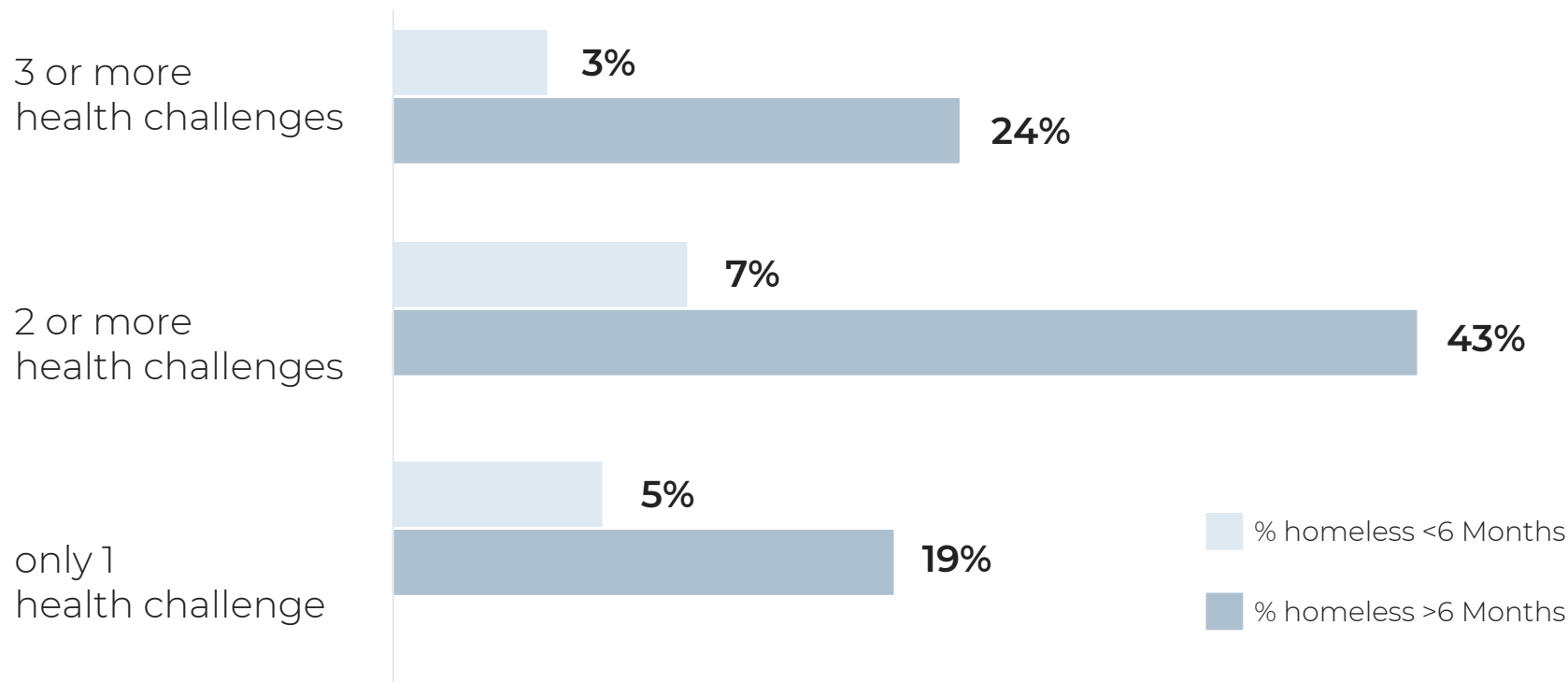
SOURCE: 2021 TORONTO STREET NEEDS ASSESSMENT SURVEY RESULTS

Systemic racism of homelessness



SOURCE: 2021 TORONTO STREET NEEDS ASSESSMENT SURVEY RESULTS

Homelessness & Health



SOURCE: 2021 TORONTO STREET NEEDS ASSESSMENT SURVEY RESULTS

51 UHN patients with
no fixed address
comprises over 1,500
visits in just a 6 month
period.

Homelessness and Emergency Department Utilization



31%

have been to an ED
in last year



80%

more likely to use
ED service



4.5x

more likely to be a
frequent ED user
(5+ visits per year)

Currently 99%
occupancy rate
in Toronto shelter
system.

TORONTO STAR

GTA

Toronto's shelter system turned away on average 273 people a day in June

The data marks a record high for city and comes as Toronto clashes with the federal government over funding to shelter asylum seekers.

By Marissa Birnie Staff Reporter

Wednesday, July 26, 2023 | 1 min to read

Article was updated Jul 26, 2023



Desperation is seen outside of Toronto's shelter intake centre at Peter and Richmond, where refugees and asylum seekers were referred away from the city system and to seek help from the feds.

Richard Lautens / Toronto Star

Failing on
human dignity is
very expensive.

82 average
life expectancy



50% life expectancy of
underhoused is half

**Effect of Scattered-Site Housing Using
Rent Supplements and Intensive Case
Management on Housing Stability Among
Homeless Adults With Mental Illness
A Randomized Trial**

Vicky Stergiopoulos, MD^{1,2}; Stephen W. Hwang, MD^{1,3}; Agnes Gozdzik, PhD¹; [et al](#)

[➤ Author Affiliations](#) | [Article Information](#)

JAMA. 2015;313(9):905-915. doi:10.1001/jama.2015.1163

Housing is a matter of social justice and sound health economics

Hospital ward

\$32,500

per month

Provincial jail costs

\$15,000

per month

Shelter

\$7,500

per month

Supportive housing

\$3,500

per month

“But housing... it’s so simple. Until you have stabilization, somewhere, it’s almost impossible to do anything. Like how do you get healthy or a job if you have nowhere to stay other than the streets?”

-INTERVIEW PARTICIPANT WITH HISTORY OF HOMELESSNESS

Social Medicine Housing initiative

Investment from every level of Government to build supportive housing by December 2023 in partnership with United Way Greater Toronto.

UHN Gattuso Centre for Social Medicine actively engaged with Ontario Health and other community partners to provide enhanced Social Medicine supports.

Social Medicine Housing doors to open March 2024.



Social Medicine Housing: Integrating Health & Social Care



Health and Social supports provided by UHN Social Medicine:

- Primary Care Nurse Practitioners
- Community Health Workers
- Referrals to community-based or mobile harm reduction services

Social supports provided by non-profit operator:

- 24/7 on-site housing support
- Client support services (economic, social & community integration)
- Life skills development

“in the end – by
individuals, by society and
by governments – choices
must be made.”

MARC LALONDE, 1974



Rural Ontario Municipal Association Conference 2024

Mark Wilson

The 2024 Rural Ontario Municipal Association (ROMA) Conference was attended by 1800 delegates from municipalities across Ontario. The delegates participated in plenary sessions, concurrent sessions a trade show and many delegations with the provincial government.

I attended this year's conference both as a representative of the City of Temiskaming Shores and in my role as the ROMA zone 9 director. On day one of the conference zone meetings were held to allow delegates to raise issues that are affecting their communities. It is also an opportunity to network with other communities in their zone. The zone 9 meeting was very well attended, and many issues were raised. These issues will be brought back to the ROMA board table for discussion.

Day 1 also included a welcome reception and an opportunity to tour the trade show.

Day 2 began with a plenary session with Keynote speaker Shane Feldman. Shane is an Entrepreneur and Community builder who inspires leaders to build relationships to build communities. It was an excellent presentation.

Also speaking at the opening plenary were ROMA President Robin Jones, Minister of Agriculture Lisa Thompson, Councillor Larry Sault of the Mississaugas of the Credit First Nation, Infrastructure Minister Kinga Surma and Premier Doug Ford

The rest of the morning and early afternoon consisted of concurrent sessions which addressed a variety of topics. These included Economic Development, Gender based violence, staff retention and recruitment, risk management, MPAC, Indigenous partners and voluntary health Unit mergers, amongst others.

To complete the Monday session there were presentations from Marit Stiles, Leader of the Official Opposition and NDP, Colin Best, AMO President and Paul Calandra, Minister of Municipal Affairs and Housing. He discussed the government's plan to create more housing in the province with the announcement of the Water and waste water infrastructure funding. Following Minister Calandra was the Ministers Forum where delegates had the opportunity to ask questions of the minister of their choice.

Day 2 of the conference began with a series of information breakfasts covering topics including Cyber crime, demographic changes, and a presentation by Ontario Hydro.

The Plenary session on day 2 included a presentation from the new Liberal leader Bonnie Crombie, Green Party Leader Mike Schreiner and a presentation on Rural and Northern Homelessness.

The final Keynote speaker of the Conference of the conference was Althia Raj , political commentator and journalist who political trends at a federal level but also discussed her

concerns about the political atmosphere at all levels of government. With so many sources of news and the explosion of “alternative facts” we are becoming quite fractured as a society and politics is becoming less about ideas, policies, and debate and more about clicks and views. If a politician lies in the media today there are no retractions or apologies, they simply move on to something else and it is soon forgotten. The press therefore plays an important role in ensuring that these issues are raised but there is significant concern that reputable news media will disappear. It was a very interesting and thought-provoking talk.

Delegations

It was a pleasure to participate in 3 delegations at the ROMA conference with Mayor Lafferiere, Deputy Mayor Whalen and Councillor Ducharme.

The first delegation was held with the Ministry of the Attorney General on the topic of issues around the Provincial Offences. Temiskaming Shores is participating in a pilot program to process part 1 and part 3 matters for the region. The MAG has not been providing adequate communications or resources to support this pilot. The delegation was asking for better support and backing from MAG.

The second delegation was with the Ministry of Municipal Affairs and Housing. This delegation was to inquire about leveraging funds from the Building Faster Fund and how funding amounts are determined for municipalities without housing targets. We also requested that the Ministry provide funding for small/ rural/ northern communities that is not tied to performance.

The third delegation was with the Ministry of Tourism, Culture and Sport. This delegation focused on the underfunding of libraries and the ever-increasing services it provides to a community. We met with the PA Laura Smith. We had a good discussion about some of the great things our Libraries are doing and re-enforced that we need support from the Ontario government to continue effectively offer these services that often are the responsibility of other ministries.

I would like to thank Amy and the entire team who all worked so hard to research and write the briefing papers for the delegations. Sometimes delegations do not always achieve results immediately, but they are important when playing the long game and to add our voice to issues that are not only affecting us but are also affecting other municipalities across the province.

Mark Wilson

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: February 20, 2024
Subject: Appointment of Secretary-Treasurer for Committee of Adjustment
Attachments: N/A

Mayor and Council:

By-law No. 2004-033, being a by-law to constitute and delegate powers to a Committee of Adjustment, outlines that in addition to the appointed voting members, the Committee of Adjustment shall also consist of a Secretary -Treasurer as a non-voting member appointed by Council. This role was previously held by the former Municipal Planner, Jennifer Pye.

With the departure of Ms. Pye, the Committee needs a new appointee to fulfill the role of Secretary-Treasurer.

It is recommended that Council appoint Shelly Zubyck as the Secretary-Treasurer for the Committee of Adjustment effective January 1, 2024, for consideration at the February 20, 2024 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Amy Vickery
City Manager

Subject: 2024 Remuneration and Benefits
Non-Union/Management Group

Report No.: CS-006-2024
Agenda Date: February 20, 2024

Attachments

Appendix 1: By-law 2024-019 Being a by-law to provide for the remuneration and benefits of Management/Non-Union Employees of the Corporation of the City of Temiskaming Shores

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2024; and
2. That Council directs staff to prepare the necessary by-law to provide for the remuneration and benefits for Management/Non-Unionized staff for the period covering January 1, 2024, to December 31, 2024, for consideration at the February 20, 2024, Regular Council meeting.

Background/Analysis:

The current agreement between the City and its Management/Non-Union staff (By-law 2021-003) expired on December 31, 2023.

The Management/Non-Union group is comprised of 15 positions, plus the City Manager.

Like many organizations, the City of Temiskaming Shores workforce has changed significantly over the years due to retirements, rapidly changing technologies, and the ever-changing landscape of the sector.

The City has experienced a significant turnover of key staff in recent years due to retirements or otherwise, and it has been recognized the organization would benefit from a third-party review of the organizational design to ensure positions and duties are properly reflected, compensation is equitable and reviewed with the current market and ensure the organization is staffed to meet future goals and objectives.

This review was earmarked in the 2024 Budget Process by Senior Management.

In respect to the Management Agreement, it is recommended that a one-year Agreement be established with the understanding that the review will be conducted in 2024 for implementation.

To address the expired agreement, a one-year remuneration and benefit provision is recommended. The spirit of the agreement and entitlements are status quo, other than a few updates to reflect provisions granted under the recently ratified collective agreement. The most notable changes include changes to the Benefits and Wage as follows:

1. Paramedical Services will increase from \$300 to \$400 per calendar year for Osteopath, Podiatrist/Chiropractist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist and Psychologist/Social Worker.
2. Claims for Chiropractor will be paid on the first visit.
2. Safety Footwear Allowance increased from \$160 to \$200 annually.
3. Wage Increases: Wages will increase by 3% for all positions.

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 ☐

Based on the current sixteen positions and assuming the max salary step, the estimated 2024 salary increase is \$45,490 plus estimated employer Costs (CPP, EI, OMERS, etc.) of \$20,900.

Submission

Prepared by:

“Original signed by”

 Amy Vickery
 City Manager

Subject: Purchase of Transit Bus

Report No.: PW-005-2024

Agenda Date: February 20, 2024

Attachments

None.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-005-2024; and
2. That Council provides the Manager of Transportation Services with the delegated authority to secure the purchase of a used Transit Bus, with a total upset limit of \$150,000 plus applicable taxes.

Background

On February 5th, 2024, Staff met with the Temiskaming Transit Committee to review the current Transit System and discuss maintenance and service delivery issues.

As of February 13th, 2024, Staff has provided the following break down of the Transit Fleet.

500-20

Bus Down

Currently waiting on parts

Originally told 90-days, bus went into “coach down” status and parts now expected by next week

Thinking it should be back on the road by March 1st

501-20

Bus Down

Returned to Pioneer Diesel as what they worked on last week is leaking fuel

Required a NoX sensor. Shipped overnight yesterday and in the hands of Pioneer

Investigated lack of power complaint. Found rubber hose blown apart.

If Staff can steal a part off of 500-20 staff can get this bus back today. Going to inspect shortly.

502-15

Bus Down

Came in this morning for blown air bag

During inspection Staff noticed brake lights would not shut off – Problem Fixed
New Problem – Low Air Pressure alarm on dash. Still diagnosing.
Vehicle deemed unsafe due to low air alarm so can't be used

503-15

Bus Down

At Pioneer for its semi-annual safety

Safety started not long ago. Looking at late Wednesday or Thursday the 15th return

With the current fleet aging at a rapid pace, part supply unreliable and significant downtime, Staff presented emergency options for the Transit Committee's review and deliberation.

Option 1. Purchase a used accessible transit bus to get through this maintenance phase;

Option 2. Ask Voyago to procure a second contingency bus; and

Option 3. Status Quo.

It was determined the best and most effective path forward was to purchase a used transit bus. The proposed purchase was presented to and discussed at the Transit Committee meeting held on February 5th, 2024, with the following recommendation:

Recommendation TC-2024-003

Moved by: Melanie Ducharme

Be it resolved that:

The Temiskaming Transit Committee hereby supports the purchase of a used transit bus with an upset limit of \$150,000.

CARRIED

Reminder:

In September, Council approved the Transit Committee's commitment to purchase two new 8-meter low floor buses. With the new fleet on order, the two buses have a delivery date of late 2024 or early 2025. In Staff's experience, the likelihood of the new buses coming in 2024 are slim.

Analysis

To date, transit operations have not had more than three days with two or more buses available for Voyago to operate. The contingent bus that Voyago brought up here has

been on the road almost every day which was not the intention. A breakdown of use and costs is as follows:

January 1-31, 2024 - Rental of 1573 = \$4,424.00 Fuel for 1573 \$1,832.02

February 1-13, 2024 - Rental of 1573 = \$4,144.00 Fuel for 1573 \$1,533.72.

Maintenance costs for the existing fleet have already totaled approx. \$45,000, only one and half months in.

Fortunately, the Temiskaming Transit has been successful in acquiring ICIP funding for bus purchases, in which the contribution from the Temiskaming Transit will be 26.67% of all costs associated with this purchase. This represents an overall cost of \$40,524.54.

Transit Staff are under pressure and would like the ability to proceed on an emergency basis. It is our recommendation to proceed with a purchase.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy
- AODA
- Funding Agreements

Consultation / Communication

- Temiskaming Transit Committee
- Voyago Procurement team
- City Manager, Treasurer and Public Works Maintenance Staff

Financial 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 ☒

Per discussion with Finance, it sounds like the two new buses will not arrive in 2024 therefore the current budget could potentially cover the purchase. Staff would still suggest modifying the current budget to add a line for the new & used buses in the off chance that they do arrive in 2024. Additionally, Staff noticed that the recipient

contribution for the budget would not be fully covered by funding so Staff should correct this at the same time.

Staff are recommending the following amendment to the 2024 Budget as passed in principle:

2024 TRANSIT

| Project | Total Cost | Funding | Borrowing | Reserves | City Cost |
|-------------------------------------|-------------------|-------------------|-------------|------------------|-------------|
| New Buses (2) | \$ 573,000 | \$ 564,456 1 | | 8,544 2 | - |
| Used Bus (1) | \$ 152,000 | \$ 111,462 1 | | 40,538 2 | - |
| Capital Projects Recommended | \$ 725,000 | \$ 675,918 | \$ - | \$ 49,082 | \$ - |

1 - Gas Tax and ICIP
2 - Transit Reserve

The estimated reserve balance at year end 2023 is \$70,534. Making this adjustment to the budget is manageable, and Staff would really only need to use the reserve funds in the event that the two new buses would arrive in 2024. If they don't, staff can use gas tax funds as normal, leaving the reserve untouched.

Climate Considerations

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this purchase.

Alternatives

Alternatives were not recommended. The transit system is in need of buses to limit maintenance costs and uncertainty in operations.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: February 20, 2024
Subject: Ontario Trillium Foundation – Community Investment Grants
Attachments:

Mayor and Council:

The Ontario Trillium Foundation is currently accepting applications for the Community Investment Grants – Capital Stream until March 6, 2024. This grant provides funding towards the repair, renovation or retrofitting of existing sport and recreation facilities to address local community need. Funding is available for up to 100% of the total project costs, capped at a maximum of \$200,000.

The roof of the Don Shepherdson Memorial Arena has been identified as in need of replacement. The current expected lifespan of this critical piece of the building envelope is less than five years-time as noted in inspection reports received by Council.

Preliminary investigations estimate that this project will cost up to \$900,000.

Staff are therefore recommending that Council approve a funding application to the Ontario Trillium Foundation Community Investment Grants – Capital Stream in the amount of \$200,000 for the roof replacement project at the Don Shepherdson Memorial Arena.

Should the City be successful in receiving funding from the OTF, this project would need to be included in the 2025 capital budget.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

“Original signed by”

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Subject: ONTC Agency Agreement

Report No.: RS-002-2024

Agenda Date: February 20, 2024

Attachments

Appendix 01: By-law No. 2023-116 - ONTC/City of Temiskaming Shores Agency Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-002-2024; and
2. That Council direct staff to provide notice to the Ontario Northland Transportation Commission (ONTC) under Section 32 of the ONTC/City of Temiskaming Shores Agency Agreement (By-law No. 2023-116), to terminate the agreement which provided for an ONTC Agency at the Pool and Fitness Centre, effective March 22, 2024.

Background

City of Temiskaming Shores staff and Ontario Northland Transportation Commission (ONTC) representatives met multiple times throughout September and October 2023 to discuss the potential placement of the New Liskeard ONTC agency at a city facility.

Staff brought forward a report to Council at its October 17, 2024, regular meeting outlining the negotiations that had taken place up to that point and the various items for consideration for hosting an ONTC agency. Staff recommended, based on the discussions that had taken place and information available, to sign an agreement with the ONTC to host their New Liskeard agency location at the Waterfront Pool & Fitness Centre (PFC) beginning November 1, 2024.

Council considered the report and passed the following resolution:

Resolution No. 2023-351

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-023-2023;

That Council provide the Director of Recreation with the delegated authority to enter into an agreement with the Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre; and

Further that Council be provided with the complete terms of the agreement for adoption through a By-law at a future meeting.

Carried

Staff ultimately signed the agency agreement with the ONTC on October 23, 2023 and the New Liskeard ONTC agency moved to the Waterfront Pool & Fitness Centre on November 1, 2023.

Analysis

Since the opening of the ONTC agency at the Waterfront Pool & Fitness Centre, there has been a concerning rise in the number of incidents that have taken place between members of the public and City staff.

Staff have noted multiple occasions where members of the public have unjustly used foul language towards staff, have attempted to or have used narcotics in the public washrooms or been found sleeping in various places around the facility. There have also been multiple incidents of thefts. The majority of the individuals that caused these incidents have been associated with the agency in some manner whether they were waiting for a bus, purchasing a ticket for a future trip, etc.

Staff were aware that incidents had taken place at the previous ONTC agency location and note that a small number of incidents have also taken place previously at the PFC. However, the incidents that have occurred at the PFC since November 1, 2023, have been both more numerous and more serious than expected.

Earlier this month, staff completed a Harassment and Violence in the Workplace Prevention Program investigation. A member of the public, carrying a baseball bat, attended the facility to purchase a bus ticket. They spoke threateningly towards staff members and police ultimately had to be called to remove the individual from the facility. This occurred at a time when members of the public were at the facility for swimming lessons.

The completed report from the investigation recommends, among other things, that the City provide notice to the ONTC to terminate the agency agreement.

Staff are concerned that these types of behaviours from members of the public, who are attending the facility to utilize the services of the ONTC agency, will cause a decrease in the use of the facility for recreation purposes. Further, staff are also concerned that a future incident will occur where a member of the public is the victim.

Staff wish to note that the revenue received for offering this service, while certainly welcome, is not essential to the operation of the facility.

Relevant Policy / Legislation / City By-Law

- 2024 Recreation Services Operations Budget
- [By-Law No. 2010-126 - Harassment and Violence in the Workplace Prevention Program for the City of Temiskaming Shores](#)
- [By-Law No. 2023-113 - Agreement with the Ontario Northland Transportation Commission \(ONTC\) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre](#)

Consultation / Communication

- Consultation with the Director of Corporate Services
- Consultation with the Superintendent of Community Programs

Financial / Staffing Implications

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

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

The revenue collected as part of the agreement with the ONTC was to be allocated to a specific reserve account for future use. The net effect on the 2024 operations budget, should council accept the staff recommendation, is \$0.

Climate Considerations

After review with the City's Climate Lens, using the assumption that the ONTC will still offer bus service in New Liskeard but from a new location, no considerations for increased CO2 emissions, or temperature and precipitation adaptation were noted.

Alternatives

Council could direct staff to do nothing and continue to operate the ONTC agency at the PFC.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-116

Being a by-law to enter into an agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre

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

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

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

Whereas Council considered Administrative Report No. RS-023-2023 at the October 17, 2023 Regular Council meeting and delegated authority to the Director of Recreation to enter into an agreement with Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre through Resolution No. 2023-352, and to provide Council with the complete terms of the agreement for adoption through a by-law at a future meeting; and

Whereas Council considered Memo No. 023-2023-RS at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm the agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre, for consideration at the November 21, 2023 Regular Council meeting.

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

1. That Council hereby confirms the Ontario Northland Transportation Commission agreement to provide an ONTC Agency at the Waterfront Pool and Fitness Centre (executed on November 1, 2023), a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of November, 2023.



Mayor



Clerk



Schedule "A" to

By-law No. 2023-116

**Being a by-law to enter into an agreement with the Ontario Northland
Transportation Commission (ONTC) to provide an ONTC Agency at
the Waterfront Pool and Fitness Centre**

Ontario Northland

AGENCY AGREEMENT

555 Oak Street East
North Bay, Ontario
P1B 8L3

555, rue Oak Est
North Bay (Ontario)
P1B 8L3

Tel: 1-800-363-7512
www.ontarionorthland.ca

| | | |
|----------------------|---|------------|
| Agent Legal Name | City of Temiskaming Shores & Area | "Agent" |
| Agency Location | Waterfront Pool and Fitness Centre | "Premises" |
| Agent Address | 77 Wellington St South, Temiskaming Shores, ON P0J 1P0 | |
| Agent Representative | Matt Bahm, Director of Recreation | |
| Phone Number | 705-672-3363 ext. 4106 | |
| Email | mbahm@temiskamingshores.ca | |
| Signature |  I/We have authority to bind the Agent. | |
| Date | Oct 23/24 | |

| | | |
|---|---|-----------------------|
| Ontario Northland Transportation Commission | | "ONTC" |
| ONTC Representative | Bob Sloss, Sr. Manager Customer Experience and Engagement | "ONTC Representative" |
| Phone Number | 705-472-4500 x281 | |
| Email | Bob.sloss@ontarionorthland.ca | |
| Signature |  I have authority to bind ONTC. | |
| Date | November 1, 2023 | |

By signing above, the parties agree to the terms and conditions set out below and the schedules attached (collectively the "Agreement").

1. **Services:** The services to be provided by the Agent are (check all that apply):

- ☒ **Tickets:** Sell tickets at the rates approved by ONTC in accordance with the terms in Schedule A.
- ☒ **BPX:** Issue shipping documents for the transportation of baggage and Bus Parcel Express ("BPX") parcels at the rates approved by ONTC and receive, store and deliver to the intended recipient the baggage and BPX parcels in accordance with the terms in Schedule B.
- ☒ **Motor Coach Stop** on the Premises in accordance with the terms in Schedule C.
- ☒ **Passenger Waiting Area** in accordance with the terms in Schedule D.

(the "Services")

2. **Appointment:** ONTC appoints the Agent to act as the agent of ONTC for the Services. The Agent shall be the exclusive provider of the services in the designated area unless the Agent fails to adequately provide the services.
3. **Agreement:** The agreement between the Agent and ONTC consists of this agreement and the schedules attached to this agreement (the "Agreement").
4. **Term:** This Agreement shall commence on 1st day of November, 2023 and continue until 31st day of October, 2024 unless terminated early (the "Initial Term"). The Initial Term shall be extended for additional one-year periods (an "Extended Term") on the same terms and conditions unless a party notifies the other party that this Agreement shall end at least 30 days prior to the end of the Initial Term or an Extended Term.
5. **Rate:** ONTC shall pay the Agent monthly for performance of the Services, subject to compliance by the Agent with sections 6 and 7, as follows:

(a) **During the Initial Term:** A monthly rate of \$3,000.00 (the "Set Flat Rate"), plus applicable taxes.

(b) **During the Extended Terms:** The Set Flat Rate for each Extended Term will be reviewed annually. While the Set Flat Rate is subject to increase (by up to a maximum of 10% of the average monthly Total Sales for the previous year), it will never be less than the Set Flat Rate for the previous year.

"Total Sales" means the dollar value of the sales by the Agent, excluding applicable taxes, ticket fees, excess baggage, and any value add charges (BPX-insurance, fuel surcharge, door to door, etc.)

6. **Invoicing:** The Agent shall submit a monthly report to ONTC within one business day of the end of each month during which the Services were provided. The monthly report shall include:
 - (a) Warrants and letter of authorized travel;
 - (b) Manual tickets and shipping documents;
 - (c) Purchase orders;
 - (d) Vouchers; and,
 - (e) Signed account charge transactions.

ONTC will invoice the Agent for the cash sales in each month within 15 business days after receipt of the monthly report. This invoice must be paid in full before ONTC will process the payment in accordance with section 7.

7. **Payment:** ONTC will pay the Set Flat Rate for each month upon receipt of payment from the Agent of the invoice for the cash sales in each month.

8. Agent Obligations: The Agent shall:

- (a) provide the Services in compliance with applicable laws and with applicable ONTC policies, tariffs and rules, including the ONTC Passenger Tariffs and Agents Manual. The Agent shall advise ONTC regarding any investigations, complaints, or charges that relate to the provision of the Services;
- (b) participate in training provided by ONTC;
- (c) perform the Services with diligence and in a courteous and business-like manner;
- (d) disclose to ONTC any conflict of interest that arises from the Agent's provision of the Services;
- (e) advise ONTC immediately of any anticipated or actual loss, involuntary destruction, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any ONTC Intellectual Property, Confidential Information or Personal Information;
- (f) ensure that no security interests encumber the ONTC property in the Agent's possession;
- (g) not subcontract the provision of any of the Services without the written consent of ONTC;
- (h) provide an internet connection for the ONTC computer system. The Agent is encouraged to send tickets electronically via email; and,
- (i) locate and use the equipment, if any, provided by ONTC.

9. Business Hours: The Agent's business hours shall be such times as agreed between ONTC and the Agent. The Agent agrees that any changes to its regular business hours will first be communicated to ONTC in writing.

10. Equipment: ONTC shall supply the Agent with the equipment, if any, described in the schedules to this Agreement (the "Equipment") during the Initial Term and any Extended Term on the following terms and conditions:

- (a) the Equipment shall remain the property of ONTC;
- (b) ONTC shall install and maintain the Equipment at the Premises and remove the Equipment. The Agent expressly provides its consent for ONTC to access the Premises to remove the Equipment at the end of this Agreement;
- (c) the Equipment shall be used for its intended purpose; and,
- (d) if the Equipment is damaged while it is in the Premises, the Agent shall be responsible to pay for all costs associated with the damage, including the repair or replacement of the Equipment, whichever ONTC chooses.

11. Equipment Infrastructure: The Agent shall:

- (a) provide a fully functional and industry-standard network infrastructure capable of meeting data and telecommunication needs;
- (b) provide and install telecommunication cables and ensure that they are readily available at the Premises. These cables must be in good working condition and compatible with ONTC's Equipment; and,
- (c) ensure that the network infrastructure and cables are ready for use by ONTC's representatives before the scheduled setup date. ONTC is not responsible for cable installation or procurement.

12. Supplies and Money: All supplies provided by ONTC and all money collected by the Agent from the sale of tickets and shipping documents are the property of ONTC and the Agent holds the supplies and money on behalf of ONTC. The Agent shall notify ONTC promptly of any damage to or destruction of the supplies or money and shall be responsible for the repair or replacement costs arising from the damage or destruction.

13. French Language Services: The Agent acknowledges that ONTC is subject to the *French Language Services Act*, as well as Regulations made thereunder (collectively the "FLSA") and is required to provide services to customers in French in designated areas. As a third-party providing services to the public on ONTC's behalf in a designated area, the Agent shall provide services in French in accordance with the FLSA and shall comply with the active offer requirements set out in O. Reg 544/22.

14. Inability to Provide Services in French: If, after making all reasonable efforts, the Agent is unable to provide services in French, the Agent shall post a bilingual sign (to be provided by ONTC) at or near the service counter advising customers how to contact a bilingual ONTC customer service representative.

15. Intellectual Property: "Intellectual Property Rights" means all intellectual property rights whether protected by statute, at common law or in equity. ONTC shall remain the owner of all Intellectual Property Rights owned by or licensed to ONTC prior to and after the date of this Agreement.

16. Use of Name and Logo: The Agent shall not use the name "Ontario Northland Transportation Commission", "Ontario Northland" or any similar name or any of ONTC's logos, designs, colours, or registered or unregistered trademarks or trade names except with the prior written approval of ONTC.

17. Signage: The Agent shall ensure that any sign(s) provided by ONTC are properly installed and readily visible to customers.

18. Records and Audit: The Agent shall maintain records of the sales of all tickets and shipping documents in the form and with the content required by ONTC. Upon request of ONTC, the Agent shall produce for inspection and audit by a duly authorized representative of ONTC any records in the Agent's possession showing the disposition of money or tickets and shipping documents sold on behalf of ONTC.

19. Confidentiality: In this Agreement,

"Confidential Information" means information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential.

"Personal Information" has the same meaning as the definition of "personal information" in the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 and, specifically in the context of this Agreement, comprises recorded information about an identifiable individual, including information relating to the age, sex, marital or family status of the individual and the address, telephone number, drivers' license information and credit card or other financial information of the individual.

20. Maintaining Confidentiality: The Agent and its employees shall protect and maintain the confidentiality of any Confidential Information or Personal Information disclosed to the Agent by ONTC or ONTC customers and not use such information for any purpose other than to perform the Services. The Agent shall return all of ONTC's Confidential Information and Personal Information when this Agreement ends or earlier if requested by ONTC.

21. Personal Information: The Agent acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA), and FIPPA applies to and governs all records relating to ONTC passengers and other customers and the privacy provisions of FIPPA governing the collection, retention, use, disclosure and security of Personal Information continue to apply while this Agreement is in effect and thereafter. All records containing Personal Information that are created or maintained during the performance of the Services shall be the property of ONTC.

22. FIPPA and Freedom of Information: The Agent shall provide to ONTC any and all FIPPA records within seven (7) business days from the date of ONTC's notice to the Agent to provide them, for the purposes of responding to an access request under FIPPA. ONTC shall in its sole discretion determine what FIPPA records will be disclosed in connection with an access request, in accordance with the requirements of FIPPA.

23. Personal Information Security: The Agent shall keep all records containing Personal Information secure and ensure its computer security is adequate to protect Personal Information obtained from ONTC or from ONTC customers against unauthorized access and disclosure. The Agent shall not disclose or transfer any records containing Personal Information to a third party except with the informed prior written consent of ONTC.

24. General Indemnity: The Agent shall indemnify and hold harmless ONTC from and against all loss, liability, damage, fines, cost, legal cost and disbursement, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Agent in the course of the performance of the Agent's obligations under the Agreement or otherwise in connection with the Agreement. The Agent shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss.

25. Bodily Injury and Property Damage. The Agent shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's physical property by the Agent's act or omission.

26. Limitation of Liability. Notwithstanding any other provision of this Agreement,

- (a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages; and,
- (b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

27. Specific Indemnities: The Agent shall indemnify ONTC and save it harmless from and against all loss, liability, damage, fines, cost, legal cost and disbursement incurred by ONTC arising from:

- (a) any health, medical disability or similar claims which the Agent or its employees may have during or after the term of this Agreement;
- (b) safety infractions committed by the Agent under the Occupational Health and Safety Act or any other laws regulating health and safety at the Premises; and,
- (c) any claims against ONTC for the failure of the Agent to protect the confidentiality of Confidential Information.

28. Risk of Loss to BPX Parcels: ONTC assumes, and waives against the Agent, all risk of injury, loss, or damage caused by fire, theft, or other cause to the BPX parcels in the custody of the Agent on the Premises unless caused by the Agent's negligent act or omission.

29. Insurance: The Agent shall maintain public liability and property damage insurance with respect to the Premises, written on a comprehensive basis with a limit of not less than \$2,000,000 or such higher limits and including such additional terms and coverage as ONTC acting reasonably may require. Such insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against ONTC. The insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to ONTC.

30. Proof of Insurance: Upon the request of ONTC and thereafter upon the renewal of the insurance policy, the Agent shall provide to ONTC evidence of such insurance having been obtained and maintained in the form of a certificate of insurance or a copy of the insurance policy.

31. Termination for Agent Default: ONTC may terminate this Agreement immediately if the Agent is in default or breach in respect of any condition or provision of this Agreement. Without limiting the generality of the preceding sentence, the Agent shall be in default if the Agent closes its business, ceases to provide the Services, does not pay invoices from ONTC or submit the monthly reports within the time required or becomes insolvent.

32. **Termination for Convenience:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If 30 days' notice by the Agent is not provided prior to the Agent ceasing to provide the Services, ONTC shall not be required to pay the Agent any consideration for the month during which the Agent ceased to provide the Services.
33. **End of Agreement:** Upon early termination or expiry of this Agreement, the Agent shall return the balance of Total Sales, unsold tickets, signage, BPX materials and parcels, cash, and equipment to ONTC. The Agent hereby consents to Ontario Northland entering the premises to retrieve the items listed in the foregoing sentence.
34. **Notice:** Any notice under this Agreement shall be given in writing and delivered personally or by fax, email or prepaid courier addressed to the address provided above or at such other address or addresses as ONTC and the Agent may designate from time to time. The date of receipt of any such notice shall be the date of delivery.
35. **No Assignment:** This Agreement shall not be assignable by the Agent without the prior written consent from ONTC, which consent may be unreasonably and arbitrarily withheld.
36. **No Waiver:** No waiver by a party of any breach by the other party of any of its obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any obligations. The subsequent acceptance of any remittances from the Agent by ONTC shall not be deemed a waiver of any preceding breach by the Agent regardless of ONTC's knowledge of such preceding breach at the time of the acceptance of such compensation.
37. **Relationship:** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent (except in relation to ticket and shipping document sales), landlord and tenant, or of partnership or of joint venture between the parties.
38. **Governing Law:** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario excluding any conflict of laws principles. The courts of the Province of Ontario shall have exclusive jurisdiction for any legal proceedings arising out of this Agreement.
39. **Severability:** Should any section or part or parts of a section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Agent as though such section or part or parts thereof had never been included in this Agreement.
40. **Entire Agreement:** This Agreement and the attached Schedules constitute the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
41. **Survival:** The provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

42. Counterparts and Electronic Delivery: This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

43. Agent's Representations and Warranties: The Agent represents and warrants that:

- (a) it has full authority to enter into and perform all of its obligations under this Agreement, and that it has read this Agreement, understands same, and agrees to be bound by all of the terms, conditions and provisions of the Agreement;
- (b) no bribe, gift, or other inducement has been paid, given, promised or offered to any officer or employee of ONTC, for or with a view to the obtaining of this Agreement by Agent;
- (c) as of the date of this Agreement, there are no legal or financial circumstances with respect to the Agent that, if known by ONTC, would reasonably be expected to cause ONTC to not enter into this Agreement. Agent shall advise ONTC promptly in the event of any such circumstances occurring after the date of this Agreement.

Schedule A
Ticket Sales

1. ONTC shall supply the Agent with the following equipment and supplies:
 - Ticketing system, including computer and related equipment
 - Laser printer
 - Credit/debit card terminal
 - Toner cartridge replacements
 - Paper supply
 - Baggage tags
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell tickets at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling tickets.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.
7. The agencies business hours shall be:
 - Monday – Friday: 6:00 am – 9:15 pm
 - Saturday: 8:00 am – 7:00 pm
 - Sunday: 10:00 am – 4:30 pm

MB

**Schedule B
BPX Parcels**

1. ONTC shall supply the Agent with the following equipment and supplies:
 - Parcel system, including computer and related equipment
 - Bar code scanner
 - Electronic signature pad
 - Weight scale
 - Manual Emergency Waybills
 - Shipping pouches & labels
 - Laser printer
 - Credit/debit card terminal
 - Toner cartridge replacements
 - Paper supply
 - Installation of a cabinet across from the service desk
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell shipping documents for BPX Parcels at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling shipping documents for BPX parcels.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins, and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.

MB

Schedule C
Motor Coach Stop

1. The Agent shall:
 - (a) maintain the parking lot of the Premises in a safe and useable condition at all times, suitable for the safe use of the motor coach and for passengers exiting and entering a motor coach (the "Safe Condition");
 - (b) be responsible for all winter control measures required to allow the motor coaches to safely enter and exit the parking lot and passengers to exit and enter the motor coach. Winter control measures shall include plowing, sanding, and salting as required to ensure the parking lot is in a Safe Condition; and,
 - (c) provide adequate lighting in the parking lot for the safe use by the motor coach and its passengers.
2. The Agent shall advise ONTC forthwith if the parking lot is not in a Safe Condition and provide ONTC with an estimated time to return the parking lot to a Safe Condition.
3. The Agent shall designate a location on the parking lot satisfactory to ONTC for the use of ONTC to park the motor coach while loading and unloading passengers and shall ensure the location is available for use by ONTC when required.

MR

Schedule D
Passenger Waiting Area

1. The Agent shall provide a climate-controlled waiting area for passengers at the Premises and shall maintain the temperature between 18 and 23 degrees Celsius.
2. The Agent shall ensure that washrooms are available to customers and that they are cleaned and maintained on a regular basis.
3. The Agent shall ensure that an outdoor seating area is available to customers, which shall include a commercial bench to be provided by ONTC.
4. The Agent shall ensure that the Premises are regularly cleaned and properly lit.

MB

The Corporation of the City of Temiskaming Shores

By-law No. 2024-007

Being a by-law to authorize the entering into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014

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 it is the desire of both parties to this Collective Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer, its employees and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, services, etc.
- 3) To encourage efficiency in operation; and
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union; and

Whereas Council for the City of Temiskaming Shores adopted Resolution No. 2024-029 at the January 16, 2024 Regular meeting, to approve the Collective Agreement with CUPE Local 5014 for the period covering 2024-2027; and directed staff to prepare the necessary by-law to confirm the adoption of the 2024-2027 Collective Agreement with CUPE Local 5014, at the February 20, 2024 Regular Council meeting; and

Whereas Council deems it desirable to enter into a Collective Agreement with the Canadian Union of Public Employees and its local 5014 for the period of January 1, 2024 to December 31, 2027.

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

1. That the City Manager and Director of Corporate Services be authorized to execute the Collective Agreement with the Canadian Union of Public Employees and its local 5014, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule "A" to

By-law 2024-007

Collective Agreement between

The Corporation of the City of Temiskaming Shores

And

The Canadian Union of Public Employees and its Local 5014

2024-2027

COLLECTIVE AGREEMENT

B E T W E E N

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 5014.**
(hereinafter called the "Union")

PARTY OF THE SECOND PART

Effective Dates:

JANUARY 1, 2024 to DECEMBER 31, 2027

By-law 2024-007

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PREAMBLE**Whereas it is the desire of both parties
to this Collective Agreement:**

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer, it's employees and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining on matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

AND WHEREAS the particulars of this Collective Agreement which follow set out the entire Agreement between the parties, and there is no other history, representations or practice being relied upon by the parties.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 MANAGEMENT RIGHTS

- 1.01 Except where specifically restricted by the terms of this Collective Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects. The question of whether any of these rights is limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 2 SCOPE AND RECOGNITION

Bargaining Unit

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5014 as the sole and exclusive collective bargaining agent for all of its employees save and except students, employees employed in a confidential capacity in matters relating to labour relations, Chief Building Official, supervisors and persons above the rank of supervisor. For the purposes of clarity, the following positions are agreed excluded from the Bargaining Unit; City Manager, Director of Corporate Services, Director of Recreation, Manager of Environmental Services, Manager of Transportation Services, Clerk, Treasurer, Fire Chief, Superintendent of Transportation Services, Superintendent of Environmental Services, Superintendent of Parks and Facilities, Superintendent of Programming, Information Technology Administrator, Deputy Clerk, Deputy Treasurer, and Library Services.

Representatives of the Canadian Union of Public Employees

- 2.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to meet with union officials and deal with any matters arising out of this Collective Agreement upon giving appropriate notice.

No Other Agreements

- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 NO DISCRIMINATION

- 3.01 The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, and record of offences, political or religious affiliation, place of residence, all as set out and defined by the *Ontario Human Rights Code*, nor by reason of membership or activity in the Union, or any other reason.

ARTICLE 4 UNION SECURITY AND CHECKOFF

Union Security

- 4.01 All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

Deductions

- 4.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list shall also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

Work of the Bargaining Unit

- 4.03 Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, instruction, training on equipment or where bargaining unit personnel are not immediately available to perform their normal duties or where client service is jeopardized.

New Employees

- 4.04 (a) The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative shall be given the opportunity to interview each newly-hired Full Time Employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the terms of this Collective Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

T4 Slips

- 4.05 Union dues deducted from the pay of each employee shall be shown on the employee's T4 slip.

Contractors

- 4.06 The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any Permanent Full Time or Permanent Part Time Employee in the bargaining unit.

ARTICLE 5 DEFINITIONS

Full Time Employee

5.01 A Full-Time Employee shall be defined to mean an employee who is regularly scheduled to work more than twenty-four (24) hours per week.

Part Time Employee

5.02 A Part-Time Employee shall be defined to mean an employee who is regularly scheduled to work no more than twenty-four (24) hours per week.

Continuous Employment

5.03 Means unbroken service commencing on the first day of employment as a Permanent or Permanent Part-Time Employee in the employ of the Employer or its predecessor municipalities.

Probationary Employees

5.04 A Probationary Employee shall be defined to mean an employee employed in the service of the Employer during the Probationary Period.

Permanent Employee

5.05 A Permanent Employee shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

Temporary Employee

5.06 A Temporary Employee shall be defined to mean an employee covered by the Letter of Understanding governing Temporary Employees which is hereby incorporated into and forms part of this Collective Agreement.

ARTICLE 6 PROBATIONARY PERIOD

6.01 All employees, other than Temporary Employees (who are governed by the applicable Letter of Understanding), are required to serve a Probationary Period of one hundred and twenty (120) days worked and will have no seniority rights until the Probationary Period is successfully completed.

6.02 After successful completion of the Probationary Period, an employee shall be credited with seniority from the last date of hire with the Employer.

6.03 Entitlements under this Collective Agreement specifically afforded to Permanent Employees will not apply to Probationary Employees.

ARTICLE 7 NO STRIKES/NO LOCKOUTS

7.01 In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Collective Agreement, there shall be no strike, and the Employer agrees that there shall be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 8 CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Corporate Services of the Employer or his/her designate.

ARTICLE 9 UNION / MANAGEMENT RELATIONS

Representation

9.01 (a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

Union Officers and Committee Members

(b) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Collective Agreement, without loss of remuneration for processing grievances (as per Article 10), attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All regular time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

Bargaining Committee

9.02 A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. Both parties shall also be entitled to have one person as an advisor/spokesperson on their committee.

Union - Management Committee

9.03 A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

Meetings will be held at mutually agreed upon times and will normally be scheduled once every three (3) months. Meetings shall normally be scheduled for a maximum of one (1) hour in duration. By mutual consent the Parties may change the frequency and duration of meetings. The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. When meetings are held during an employee's working hours, then, no loss of regular pay will result from his/her attendance at the Committee meeting.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the signing.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Health and Safety Committee

- 9.04 (a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.

- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various areas of bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once every three (3) months. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to have a representative accompany him or her on such inspections. Scheduled time spent in all such activities shall be considered as time worked at time and one half (1 ½) to a maximum of two (2) hours per instance.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 10.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 10.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance

Committee and the Union Stewards as set out herein. The Steward may assist any employee, which the Steward represents, in preparing, and processing his/her grievance in accordance with the grievance procedure. As far as practicable the investigation and submission of Grievances will be carried on outside regular working hours so as to reduce the loss of productivity to a minimum.

- 10.04 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 10.05 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 10.06 The Grievance Committee shall be composed of not more than four (4) members of the Union plus the Union Steward directly involved with the grievance.
- 10.07 The Union shall supply the Employer a list of the members on the Grievance Committee and of its Stewards and Officers as soon as they are elected/appointed.

Grievances will be processed in the Following Steps

- 10.08 **Step One** Within ten (10) working days following the circumstances giving rise to the concern, the employee will meet with his/her supervisor to attempt to resolve the concern. This is an informal process. The employee may request the assistance of a Union Steward. If the concern is not resolved the employee may proceed to Step Two.

(b) The formal grievance procedure shall be as follows:

i) **Step Two**

Within ten (10) working days following the discussion with the Supervisor, the employee with the assistance of a steward shall put the grievance in writing and take the matter up with the applicable Manager/Director. Within five (5) working days after the grievance has been referred, the Manager/Director, or his/her designate, shall meet with the grievor and a Union Steward to discuss the grievance. A written reply to the grievance shall be given within five (5) working days after this meeting has been held.

ii) **Step Three**

Failing satisfactory settlement, the grievance may, within ten (10) working days following the said reply, be referred to the Director of Corporate Services by the steward or the Grievance committee. Within ten (10) working days after a grievance has been referred to him/her the Director of Corporate Services or his/her designate, shall meet with the grievor and a steward and/or a Union Representative to discuss the grievance. A written reply to the grievance shall be given within ten (10) working days after this meeting has been held.

Discharge Grievance

If a grievance involves the discharge of an employee, such a grievance shall proceed to Step Three of the grievance procedure and must be presented in writing, dated and signed, by both the grievor and the Union Steward within ten (10) working days following discharge.

Policy and Group Grievances

The Employer, the Union, or the Union on behalf of a group of employees may file a grievance concerning the general application, interpretation, or administration of this Collective Agreement. Such grievance shall be reduced to writing, dated and signed, and processed at Step Three of the grievance procedure within fifteen (15) working days after the circumstances causing the grievance.

iii) **Step Four – Arbitration**

If a grievance is to be referred to arbitration by either party, it shall be so referred within ten (10) working days after the reply at Step Three.

Composition of the Board of Arbitration

10.09 The written notice in Article 10.08 shall include the name and address of the referring party's nominee on an Arbitration Board. Within five (5) working days, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two nominees shall within five (5) working days of the appointment of the second nominee appoint a third person who shall be the chairperson.

Failure to Appoint

10.10 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Expenses of the Board

10.11 Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half the fees and expenses of the Chairperson.

Sole Arbitrator

10.12 Notwithstanding anything contained in this Article, the parties may, by mutual agreement in writing, appoint a person to hear and determine a grievance as a sole arbitrator. Any sole arbitrator so appointed shall be otherwise subject to the terms of this Article.

Decision of the Board

10.13 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the

Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Collective Agreement or to alter, modify or amend any of its provisions.

Mediation

10.14 Once a grievance has been processed for arbitration both parties may by mutual consent, agree to use the services of a mediator. The parties agree to share the costs of the mediation.

Leave for Grievor to Attend Arbitration Hearing

10.15 The Employer will allow a leave of absence with regular pay and benefits and without loss of seniority for a grievor to attend his/her Arbitration hearing. The Union shall reimburse the Employer for receipt of such pay.

10.16 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted paid leave of absence by the Employer, the Employer may then bill and be reimbursed by the Union for such wages. Any expenses incurred by such witnesses will be paid by the Union.

Notice

10.17 Any written notice under the Collective Agreement shall be given to the person specifically designated by the Union and the Employer respectively.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

Clearing the File

11.01 After the completion of twenty-four (24) clear months wherein no additional disciplinary notations have been placed on the employee's record, such disciplinary warning shall not support further disciplinary action.

Discharge and Discipline Procedure

11.02 (a) The Employer may, when acting in good faith, demote, discipline, suspend or discharge a Probationary Employee for any non-discriminatory reason without recourse to the grievance procedure.

(b) A Permanent Employee may be dismissed or disciplined for just cause. Whenever the Employer or a representative of the Employer deems it necessary to dismiss or discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her/his work up to a required standard, the Employer shall, within five (5) working days thereafter, hold a meeting with the employee and a Union Steward, if requested to do so by either. A letter with written particulars shall be given to the employee and a copy sent to the Secretary of the Union.

Access to Personnel File

11.03 An employee, on making an appointment, shall have the right during normal business hours of the administration office to have access to a copy of and review his/her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Right to have Steward present

11.04 Where a Supervisor or other Employer representative intends to interview an employee concerning any matter that might reasonably be anticipated to result in disciplinary action, then, the Employer shall notify the President of Local 5014 and the employee sufficiently in advance of the interview to arrange for a Union Representative to attend the interview. In no circumstances shall the interview be delayed more than twenty-four (24) hours to permit such attendance.

ARTICLE 12 SENIORITY

Seniority Defined

12.01 Seniority is defined as the length of service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, as set out in the following provisions. Seniority shall operate on a bargaining-unit-wide basis.

Part-time employees will accumulate seniority in hours. When they become full time their seniority date will be determined by the calculation of seniority in accordance with the Letter of Understanding on Calculation of Seniority.

Seniority List

12.02 The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year.

All seniority, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the employee when reclassified.

Loss of Seniority

12.03 Notwithstanding the other provisions of Article 12, and unless otherwise specifically provided in this Collective Agreement, seniority previously accumulated shall be lost and the employee ceases to be an employee of the Employer when he/she:

- (a) is discharged for just cause and not reinstated through the grievance process;

- (b) quits employment, provided the quit has not been rescinded within three (3) working days. Notwithstanding the foregoing, the Parties understand and agree that in the event that an employee rescinds their decision to quit employment, then, the Employer is not precluded by the passage of time or otherwise from subsequently pursuing any appropriate disciplinary action which the Employer would have taken in respect of the subject employee but for the employee's decision to quit employment;
- (c) is not recalled to work within twenty-seven (27) months from the date of layoff or does not perform work in the bargaining unit for twenty-seven (27) consecutive months, except as provided by law;
- (d) is absent from work for three (3) consecutive working days without prior notification to the Employer and without reasonable excuse;
- (e) fails, without reasonable excuse, to return to work following notice of recall within seven (7) calendar days of the posting of a registered letter of recall addressed to the employee's last listed address on file with the Employer. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (f) retires; or,
- (g) dies.

Transfers and Seniority Outside Bargaining Unit

- 12.04 (a) Subject to the provisions of 12.04(b), no employee shall be transferred to a position outside the bargaining unit without her/his written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall continue to accrue bargaining unit seniority for a maximum period of six months. If such an employee later returns to the bargaining unit within the six months, then, he/she shall return to his/her previous position. In the event of such return, the affected employee(s) will revert to his/her/their former position(s). If an employee fails to return to the bargaining unit within six months, then, all previously accrued bargaining unit seniority will be lost.
- (b) The Parties agree that an employee transferred to a position outside the bargaining unit to temporarily replace an employee on pregnancy or parental leave shall be subject to all of the same provisions as set out in Article 12.04(a) except that such employee shall accrue his/her seniority and the applicable rights upon return to the bargaining unit for a maximum period of eighteen (18) months. In such case, if an employee fails to return to the bargaining unit within eighteen (18) months, then, all previously accrued bargaining unit seniority will be lost.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

Job Postings

- 13.01 (a) When the Employer decides there is a Full Time vacancy of either a temporary (expected to last at least three months) or permanent nature or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply.
- (b) When the Employer decides there is a Part Time or Temporary position vacancy, the position shall be posted concurrently both internal and external.
- (c) The successful applicant for a full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

Information in Postings

- 13.02 The job posting notice shall contain the following information: nature of the position; qualifications; shift, wage or salary rate or range.

No Outside Advertising

- 13.03 No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01.

Recognition of Seniority

- 13.04 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

Methods of Making Appointment

- 13.05 In filling vacancies, appointments shall be made on the basis of seniority, skill and ability. Where skill and ability, are relatively equal, then, seniority shall govern. Appointments from within the bargaining unit shall normally be made within three (3) weeks of posting.

Familiarization Period

- 13.06 The successful applicant shall be given a trial period of one (1) month. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-

arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

Notification to Employee and Union

13.07 Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

Postings while on Vacation or Leave

13.08 When an employee will be absent on vacation, and/or a leave of absence, the employee may advise his/her manager, in writing, and no more than seven days prior to beginning the vacation, that he/she wishes to be considered for any potential job posting which might arise during his/her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

Changes in Classification

13.09 When the duties of any job are significantly changed or increased, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 14 LAYOFFS AND RECALLS

Definition of Lay-Off

14.01 A lay-off shall be defined as a reduction in the work force.

Role of Seniority in Layoff

- 14.02 (a) Both Parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of a layoff, affected employees shall be laid off in reverse order of their seniority by classification provided that the remaining jobs shall be filled, at all times by qualified employees.
- (b) An employee receiving a layoff notice may bump the most junior employee in a lower classification provided that the employee exercising the bumping right has the ability and qualifications to perform the subject position without training.
- (c) The employee who displaces another employee and moves to a position with a lower wage rate shall be paid at the applicable lower wage rate upon

assuming the position in question. In such circumstances the employee bumping into the lower Group/Classification within Appendix "2" shall be placed on the Wage Grid at the same Step on the Grid as that employee previously occupied in their own Group and Classification prior to exercising the bumping right.

Recall Procedure

- 14.03 (a) Employees who are displaced or laid off under Article 14.02 shall be placed on a Recall List and shall be eligible for recall to available work in their classification at the time of layoff or in a lower rated classification provided that the employee has the ability and qualifications to perform the subject position without training.
- (b) Upon recall, the employee shall be paid at the applicable wage rate for the position in question. In the event that the employee is recalled to a lower rated Group/Classification within Appendix "2", then, the employee will be placed at the same Step on the Wage Grid as the employee last occupied prior to lay off.
- (c) Employees will remain on the Recall List until they have been recalled to their original position or for twenty-seven (27) months whichever comes first.

No New Employees

- 14.04 New employees shall not be hired until those laid off have been given an opportunity of recall pursuant to Article 14.03.

Advanced notice of layoff

- 14.05 Notice of layoff shall be posted at the following sites: City Hall; Don Shepherdson Memorial Arena; Shelley Herbert-Shea Memorial Arena; The Pool and Fitness Centre; and, Public Works Complex, and shall be provided in writing to the employee(s) immediately affected. Where applicable such notice shall be in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41* as amended.

Notice to Union

- 14.06 The Union shall receive five (5) days notice of any layoffs that the Employer expects will exceed ten (10) working days. The Union Management Committee shall meet during this period if requested by either party, to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Severance Pay

- 14.07 Severance pay shall be paid as per the *Employment Standards Act*.

ARTICLE 15 HOURS OF WORK

No Guarantee of Hours

15.01 The provisions of this Article 15 do not constitute a guarantee of hours of work or of a particular schedule.

Normal Hours of Work

15.02 The normal hours of work are as follows:

(a) **Office and Technical Hourly Rated Employees and Salaried Employees**

- 8:30 a.m. – 4:30 p.m. with a one (1) hour unpaid meal period, worked Monday to Friday.

(b) **Public Works Hourly Rated Employees**

- Eighty (80) working hours in a pay period of two (2) weeks;
- **Winter Operations**
 - A Winter Operations Plan will be prepared and will be posted by no later than October 15th of each calendar year. The Parties understand and agree that the applicable Winter Operations Plan is hereby incorporated into and forms part of this Collective Agreement;
 - The Winter Operations Plan provides for twenty-four (24) hour seven (7) day per week coverage;
 - The shifts for winter hours are as follows;
 - Winter Day shift – 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday;
 - Winter Evening shift – 3:00 p.m. – 11:30 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday;
 - Winter Night shift – 10:00 p.m. – 6:30 a.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday.
- **Regular Operations**
 - Five (5) consecutive eight (8) hour days worked on a scheduled Day shift – 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday inclusive.

(c) **Recreation Hourly Rated Employees**

- Parks Operations who are employed in Recreation – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday.
- Arena Operations – eight (8) hour shifts as follows:
 - Day shift – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period, worked Sunday through Saturday;
 - Evening shift – 4:00 p.m. – 12:00 midnight with a thirty (30) minute paid meal period, worked Sunday through Saturday.
- Recreation Employees at the Arenas and Parks may within an eighty (80) hour pay period be granted forty-eight (48) or seventy-two (72) consecutive hours off.
- Pool and Fitness Centre Administration – 8:00 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Pool and Fitness Centre Administration – 3:00 p.m. – 9:30 p.m. with a thirty (30) minute paid meal period worked Monday to Friday.
- Full-time Building Maintenance Employees – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Full-time City Hall Custodial staff – 4:00 p.m. – 12:00 midnight with a thirty (30) minute paid meal period, worked Monday to Friday.
- Full-time Pool and Fitness Centre Custodial staff – 5:00 a.m. – 1:00 p.m. with a thirty (30) minute paid meal period worked Monday to Friday.
- Full-time Custodial Staff - Various Locations: Tuesday to Saturday.

Alteration of Hours of Work and Schedule

15.03 The Employer reserves the right to establish and alter starting and quitting times and to amend the shift schedule as necessary upon providing two (2) working days advance notice except in cases of emergency.

Breaks

15.04 (a) Except where otherwise specifically provided elsewhere in this Collective Agreement, employees shall receive two (2) rest breaks of fifteen (15) minutes each per shift. One rest break shall be during the first half of the shift and the second rest break during the second half of the shift.

Employees in certain jobs that require constant attendance shall remain on the work site during the break as required.

- (b) A thirty (30) minute paid rest break will be provided to all employees who are required to work more than two (2) hours beyond the completion of their regularly scheduled shift. Every attempt will be made to schedule this break at the end of the regularly scheduled shift.
- (c) Where an employee is required to work more than three (3) hours beyond the completion of their regularly scheduled shift and where the employee is not permitted to leave the job site, then, the Employer shall, at its sole discretion, either, provide a meal or provide the employee with a meal allowance in the amount of ten dollars (\$10.00).
- (d) Paid breaks and meal periods shall be arranged and authorized by the Employer.

ARTICLE 16 **EXTENDED HOURS OF WORK AND OVERTIME**

Authorization Required for Extended Hours of Work and for Overtime hours

16.01 All extended hours of work and all overtime hours worked must, where feasible, be authorized, in advance, in writing, by the Employer. Anytime an employee is specifically asked by the Employer to work overtime the verbal request will be deemed as authorization. Where necessary extended hours or overtime hours have not been so authorized due to operational limitations, then, the employee must report the applicable hours and have the same approved, in writing, after the fact, by the Employer, within two (2) working days of the performance of the subject extended hours or overtime hours.

Overtime Hours Defined

- 16.02 (a) For hourly rated full time employees overtime hours shall mean all hours worked in excess of scheduled hours and all hours worked on a scheduled day of rest;
- (b) For salaried employees overtime hours shall mean all hours worked in excess of forty (40) hours in a week and all hours worked on a scheduled day of rest; and,
- (c) For hourly rated part time employees overtime hours shall mean all hours worked in excess of forty (40) hours worked in a week and shall otherwise be governed by the provisions of the Employment Standards Act, 2000, as amended.

Extended Hours Defined

16.03 For salaried employees Extended Hours shall mean all hours worked in excess of thirty five (35) hours in a week and up to forty (40) hours in a week.

Overtime Rate of Pay Defined

- 16.04 (a) Hourly rated full time employees shall receive one and one-half (1 ½) times their applicable wage rate for all overtime worked, up to a maximum of eight (8) hours in a day in excess of their regularly scheduled daily hours and for all overtime hours worked, up to a maximum of eight (8) hours in a day, on a scheduled first day of rest;
- (b) Hourly rated full time employees shall receive two (2) times their applicable hourly wage rate for all overtime worked in excess of eight (8) hours of overtime on a regularly scheduled day of work and for all overtime hours worked in excess of eight (8) hours of overtime on a scheduled first day of rest and for all hours of overtime worked on a scheduled second day of rest or third consecutive day of rest where applicable; and
- (c) Hourly rated part time employees shall receive one and one half (1 ½) times their hourly rate of pay for all overtime hours worked in excess of forty (40) hours of work in a week; and,
- (d) Salaried employees shall receive one and one-half (1 ½) times their deemed hourly rate of pay for all overtime hours worked in excess of forty (40) hours of work in a week and all hours worked on a scheduled day of rest.

Banking of Overtime for Hourly Rated Employees

- 16.05 An hourly rated full time employee shall have the choice of receiving payment for overtime hours worked in accordance with the overtime rate of pay specified in Article 16.04 or banking overtime hours worked at the applicable rate for each such overtime hour worked up to a maximum of eighty (80) hours of time off in lieu of overtime pay.

Taking banked in lieu time off must be approved by the Employer and will only be allowed when it is operationally possible. Any such banked time off in lieu not taken by December 31 of each calendar year shall be paid out to the hourly rated employee.

Banking of Extended Hours for Salaried Employees

- 16.06 A salaried employee shall be able to bank a maximum of eighty (80) hours of time off in lieu at the rate of one (1) hour banked for each Extended or Overtime Hour worked at the applicable overtime rate.

Taking banked time off must be approved by the Employer and will only be allowed when it is operationally possible. Any such banked time off not taken by December 31 of each calendar year shall be paid out to the salaried employee on the basis of one hundred percent (100%) of the unused banked hours multiplied by the employee's deemed hourly rate of pay.

Call-Out

- 16.07 (a) An hourly rated employee, who has completed the employee's regularly scheduled shift and subsequently leaves work and is subsequently recalled to work the same day, shall receive a minimum of four (4) hours work at the applicable overtime rate of pay. For the purposes of this Article the Employer may assign the employee to work on any available job.

Stand-By

- (b) A Crew Leader or designate who is on Stand-By, shall be paid a minimum of three (3) hours at the applicable hourly rate of pay for each Friday, Saturday, Sunday and Paid Holiday when scheduled to be on Stand-By. The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (c) A Crew Leader, or designate, while on Stand-By, shall receive the applicable overtime rate of pay for all time worked in response to any call. The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (d) In the event the Crew Leader or designate must call in an employee(s) the Crew Leader or designate shall receive a minimum of four (4) hours work at the applicable overtime rate of pay when physically required to respond with the employee(s). The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (e) For the purposes of clarity, Call-Out or Stand-By does not apply to Salaried Employees.

Overtime Distribution

- 16.08 Overtime will be distributed on a rotational basis in order of seniority among available and qualified employees by department. For clarity the Parties understand and agree that within the Public Works Department separate lists will be maintained for this purpose for each of: Water and Sewer; and, Roads. If sufficient volunteers are not obtained, then, junior employees in reverse order of seniority may be required and scheduled to work such overtime hours. The Employer will attempt to give as much notice for overtime as practicable.

Equalizing Overtime

- 16.09 The employee shall not be required to reduce his regular hours of work to offset any hours worked at overtime premium.

Computing Paid Holidays

- 16.10 All paid holidays as outlined in Article 17.01 not worked, shall for the purposes of computing weekly overtime, be considered as a day worked.

ARTICLE 17 HOLIDAYS

17.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

| | |
|------------------------------------|--|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day (if a regularly scheduled work day for the employee) |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day (July 1 st) | |
| Civic Holiday | |

The Employer agrees to grant employees two floating days off with pay to be taken on a day mutually agreed upon between the Employer and the employee. The Employer and the Union may, by agreement, set a date for one or both floaters for all employees.

The Holiday pay qualifying rules found in the *Employment Standards Act* apply to all Holidays set out in the Collective Agreement.

Eligibility

17.02 For clarity and notwithstanding the provisions of Article 17.01 the Parties agree that an employee is eligible for a paid holiday if he/she:

- (a) is on the active payroll; and,
- (b) has worked all of the employee's regularly scheduled day of work immediately prior to and all of the employee's regularly scheduled day of work immediately following a holiday, unless the absence is approved in advance, in writing, by the employee's Supervisor or the employee can show reasonable cause for not working such days.

Payment for Holidays

- 17.03 (a) Subject to the provisions of sub-paragraphs b), c) and d) below and subject to the Letter of Understanding Concerning Holiday Pay for Public Works Employees Working four (4) ten (10) hour shifts which is attached hereto and forms part of this Collective Agreement, an eligible employee shall be paid holiday pay for a given paid holiday calculated as follows: the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20.
- (b) An eligible employee who is required to work on any of the holidays listed in Article 17.01, other than Remembrance Day, will receive pay at the rate of time and one half (1 ½) the employee's regular hourly rate for every hour

worked on such day in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) at a mutually agreeable time. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

- (c) In the case of Remembrance Day an eligible employee shall be entitled to a paid holiday only if Remembrance Day falls on a regularly scheduled work day for the employee. If an employee works on Remembrance Day and would otherwise have qualified for a holiday on Remembrance Day, then, the employee shall not be entitled to premium pay under Article 17 for such work but shall be entitled to an alternative day off (lieu day) at a mutually agreeable time.
- (d) Temporary Employees shall be entitled to a holiday or holiday pay on Easter Monday, Civic Holiday and Remembrance Day.

Holidays for Days Off

17.04 In the event that a holiday falls on the employee's regular day off the first business day immediately following the Holiday shall be taken in lieu of the Holiday.

Holidays – Part-time Employees

17.05 Part-time Employees shall receive payment for the holidays according to the Ontario *Employment Standards Act*.

ARTICLE 18 VACATION

Vacation Pay Year for Calculation

18.01 The “vacation pay year” shall be defined as January 1 to December 31. Vacation entitlements shall be calculated as at December 31 of each calendar year”

18.02 Employees shall be entitled to vacation time according to the following schedule, subject to Article 18.01:

Full-Time Employees

| | | |
|-----|--|---|
| (a) | Less than one (1) year of service as at December 31 | 1 day per month to a maximum of ten 10 days |
| | One (1) year of service but less than three (3) years of service as at December 31 | 2 weeks |
| | Three (3) years of service but less than ten (10) years of service as at December 31 | 3 weeks |
| | Ten (10) years of service but less than fifteen (15) years of service as at December 31 | 4 weeks |
| | Fifteen (15) years of service but less than twenty-three (23) years of service as at December 31 | 5 weeks |
| | Twenty-three (23) years of service or more as at December 31 | 6 weeks |

Calculation of Vacation Pay for Full-Time Employees

- (b) For an employee entitled to vacation time of two (2) weeks or less, the employee's vacation pay shall be calculated as four percent (4%) of gross wages, less vacation pay previously paid, during the applicable vacation year.

For an employee entitled to vacation time of three (3) weeks, the employee's vacation pay shall be calculated as six percent (6%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of four (4) weeks, the employee's vacation pay shall be calculated as eight percent (8%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of five (5) weeks, the employee's vacation pay shall be calculated as ten percent (10%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of six (6) weeks, the employee's vacation pay shall be calculated as twelve percent (12%) of total regular earnings during the applicable vacation year.

18.03 Employees shall accrue vacation time but shall not accrue vacation pay while on unpaid leave of absence.

18.04 For the purposes of calculating a full time employee's vacation time entitlement, years of service shall include time worked as a part time or temporary employee with seniority calculated in accordance with the Letter of Understanding on Calculation of Seniority.

Holidays During Vacation

18.05 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be entitled to a day off with pay at a time mutually agreed between the employee and his/her immediate supervisor.

Vacation Pay on Termination

18.06 An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Preference in Vacations

18.07 Vacations shall be granted first on the basis of seniority within each Department subject to the Employer maintaining a competent workforce. Employees will initially be entitled to claim such priority for up to three weeks of vacation, then others shall be given a scheduling opportunity.

Vacation Schedules

18.08 Vacation taken from January 1st to March 31st

Each Department Director/Manager shall post a vacation selection form no later than September 30th of the previous year.

Employees shall submit their selection of vacation period(s) by no later than November 30th of the previous year.

Vacation taken from April 1st to December 31st of any given year

Each Department Director/Manager shall post a vacation selection form no later than January 31st of each year.

Employees shall submit their selection of vacation period(s) by no later than March 31st of each year.

The parties agree that any unscheduled vacation remaining following the March 31st deadline will be taken at a time mutually agreed between the employee and his/her immediate Supervisor.

Unbroken Vacation Period

18.09 An employee shall be entitled to receive his/her vacation in an unbroken one week period unless otherwise mutually agreed upon between the employee concerned and the Employer.

Employees may request that consideration be given to having some vacation taken in one half (1/2) day or single day increments provided the employee gives his/her immediate Supervisor one day of notice. The decision will be made by the Supervisor based on operational needs. Such a request will not unreasonably be denied. Longer notice to the Supervisor will sometimes make it easier to grant the request.

Illness During Vacation

18.10 Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness or accident occurring immediately prior to the scheduled vacation.

18.11 Where an employee has already received more vacation pay than that which would be payable on termination, then, the overpayment shall be deducted from the terminating employee's last pay. In the event that an insufficient amount exists in the employee's last pay to satisfy the repayment of the overpayment, then, the employee shall be obliged to repay to the Employer any remaining overpayment amount. The Employer may waive this provision in the event of undue hardship.

No Vacation Carry Over

18.12 Employees shall not be allowed to carry over vacation time from one year to the next unless permission to do so is granted by the City Manager or designate.

Change in Vacation Schedule

18.13 An employee may request a change in previously scheduled vacation only if the request is made in writing a minimum of ten (10) working days prior to the commencement of the scheduled vacation. Granting of any vacation change shall be at the sole discretion of the Employer.

ARTICLE 19 **LEAVE OF ABSENCE**

General Leave

19.01 The Employer may grant leave of absence for up to a maximum of six (6) months without pay or benefits and without loss of seniority to any Permanent Employee requesting such leave of absence for valid personal reasons. Subject to the applicable terms of applicable group benefit plans employees may choose to pay in advance for both the Employer and employee cost for all applicable employee benefits while on such leave. Advance notice of the request shall be given with such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such general leave may be denied by the Employer, acting reasonably, for operational or employee morale issues.

Leave for Union Business

19.02 Representatives of the Union (see Article 9.01) shall not suffer any loss of regular pay when required to leave their employment temporarily in order to attend negotiations with the Employer (until the completion of conciliation), or with respect to a grievance meeting with the Employer or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their work responsibilities.

Leave for Union Function

19.03 Upon at least two (2) weeks notification to the Employer, a Permanent Employee elected or appointed to represent the Union at Union functions shall, subject to the conditions and limitations specified herein, be allowed a leave of absence with regular pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. The bargaining unit shall be allowed a maximum of twenty-five (25) working days per contract year for such leave and no more than a total of two (2) employees may take such leave at the same time and further provided that no more than one (1) employee from a department may take such leave at the same time.

Bereavement Leave

19.04

- (a) In the event of death of a Permanent Employee's current spouse (including same sex or common-law spouse), or child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, then, the employee shall be entitled to leave of absence without loss of remuneration for five (5) working days for the purposes of grieving, making funeral arrangements, attending the funeral or celebration of life and attending to related estate matters.
- (b) In the event of death of a Permanent Employee's brother-in-law, or sister-in-law, aunt, uncle, niece, nephew, then, the employee shall be entitled to leave of absence without loss of remuneration for two (2) working days for the purposes of

grieving, making funeral arrangements, attending the funeral or celebration of life and attending to related estate matters.

- (c) The Employer may require proof of death to support bereavement leave in accordance with this Article.
- (d) Additional bereavement leave without pay may be granted by the Employer at its sole discretion.
- (e) A Permanent Employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.
- (f) In the event of death of a Probationary Employee's current spouse (including same sex or common law spouse) or child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grand- parent, grand-child, the Probationary Employee shall be entitled to leave of absence without pay for three (3) working days for the purposes of grieving, making funeral arrangements or attending the funeral or celebration of life. It is understood and agreed by the Parties that where such bereavement leave is granted, the applicable number of working days shall be added to the applicable employee's probationary period.

Medical Emergency Leave

19.05 Employees shall be allowed to utilize their accumulated sick leave to attend to the medical attention of a member of the employee's immediate family or to attend personal medical appointments. Such leave request is to be approved by the employee's immediate Supervisor. Immediate family shall mean: current spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent and grandchild. Employees will provide as much notice as possible of such requests.

Jury & Witness Duty Leave

19.06 Employees subpoenaed to act as Jurors or Crown Witnesses in criminal or civil court or at a Coroner's Inquest shall be granted a leave of absence with pay for such purpose. Any pay received from the Crown for such service shall be turned in to the Employer.

Voting Leave

19.07 The Employer will comply with applicable legislation related to afford employees the required clear time off with pay prior to the poll closing in Federal, Provincial and Municipal elections.

Pregnancy, Parental and Adoption Leave

19.08 Pregnancy leave, Parental leave and adoption leave shall be granted in accordance with the *Employment Standards Act*.

ARTICLE 20 SICK LEAVE

Income Protection Plan

20.01 Sick Leave shall be governed by the provisions of the Income Protection Plan set out in Appendix 1 hereto which is hereby incorporated into and forms part of this Collective Agreement.

Medical Examination

20.02 The Employer may refer an employee seeking any medical right or benefit or seeking any dispensation or consideration on medical grounds, to a physician selected by it for confirmation of the medical claim. Where accommodation is required in regard to the employees condition the Employer may require of the physician a report as to what accommodation would be appropriate, in which case the Employer shall reimburse the employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

Rates of Pay

- 21.01 (a) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, which is hereby incorporated into and forms part of this Collective Agreement, Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule.
- (b) The Salary Schedule may be changed for individual employees or groups of employees as a result of agreement between the Employer and the Union.

Wage Grid

- 21.01 (a) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, effective immediately following the date of Ratification, every employee shall be classified in accordance with the Classifications specified in Appendix "2".
- (b) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, each employee shall be placed appropriately on the five Step Wage Grid established in Appendix "2" in accordance with the agreement of the Parties and paid in accordance therewith.

Increments

- 21.02 (a) Where there are minimum and maximum salary ranges, employees shall progress from minimum to maximum salary by annual increments as provided for in (c) below.

- (b) Increments are planned for the anniversary date of when an employee entered a position.
- (c) Increments are awarded on the basis of merit. The Employer will rate each employee on job performance prior to the anniversary date of when an employee entered a position. If a job performance rating is not conducted prior to this anniversary date then the employee may grieve the failure seeking an order that the performance rating be done. Increments received shall be retroactive to the employee's anniversary date.

Wage Increases in Future Contract Years

- 21.03 (a) Effective on the first full pay period commencing on **January 1, 2024** the, then, current Wage Grid wage rates applicable to all classifications shall be increased by **four percent (4%)**.
- (b) Effective **January 1, 2025**, the, then current wage grid wage rates applicable to all classifications shall be increased by **four percent (4%)**.
 - (b) Effective **January 1, 2026**, the, then, current wage grid wage rates applicable to all classifications shall be increased by **two and one half percent (2.5%)**.
 - (c) Effective **January 1, 2027**, the, then, current wage grid wage rates applicable to all classifications shall be increased by **two percent (2%)**.

Crew Leader Premium for Heavy Equipment Operator

21.04 When a Heavy Equipment Operator is assigned a crew of three (3) or more Full Time Operators then the Heavy Equipment Operator shall receive a premium of one (\$1.00) dollar per hour.

Crew Leader Premium for Water Sewer Maintenance Person

21.05 When a Water Sewer Maintenance Person is assigned, verbally or in writing, as a crew leader of three (3) or more Full Time Operators by a Supervisor during a water and/or sewer repair then the Water Sewer Maintenance Person shall receive a premium of one (\$1.00) dollar per hour.

The premium shall be paid in one-hour increments. All time worked as a Crew Leader shall be rounded up to one (1) hour. For the purposes of clarity, should the Supervisor return to the job site in less than one (1) hour, the Water Sewer Maintenance Person shall receive a minimum of one (1) hour premium pay.

Water Operator Certification Premium

21.06 The premium for Water Operator Certification shall be fifty (\$0.50) cents per hour while participating in training towards certification.

Shift Premium

21.07 (a) The Employer agrees to pay a shift premium to employees in Public Works, Winter Operations and Recreation of one dollar (\$1.00) per hour to employees for each hour worked on an overnight shift. For greater clarity, the Parties agree that the shift premium shall not apply to any work performed on a day shift.

Weekend Premium

(b) Employees in Public Works and Recreation shall be paid a Weekend Premium of one dollar (\$1.00) per hour to employees for each hour worked on Saturday and Sunday.

Evening Shift Premium

(c) Recreation and Public Works Employees shall be paid \$1.00 (one) dollar per hour for each hour worked between 4:00 p.m. and 12:00 a.m.

Pay Days

21.08 The Employer agrees that wages will be paid bi-weekly on every second Friday one week in arrears.

On each payday each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

Pay in the event of a Temporary Transfer or the Award of a Posted Vacancy

- 21.09 (a) When an hourly rated employee is temporarily assigned to a position in a higher Group than his/her own, for the benefit of the Employer, then, for all continuous hours worked in the transfer position, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification within Appendix "2" that provides a wage rate immediately higher than the wage rate the employee received immediately prior to the transfer. When an hourly rated employee is temporarily assigned to a position in a lower Group than his/her own, for the benefit of the Employer, then, his/her pre transfer wage rate shall be maintained.
- (b) When a salaried employee is temporarily assigned to a position in a higher Group than his/her own, for the benefit of the Employer, then, for all continuous hours worked in the transfer position, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification within Appendix "2" that provides a salary/wage rate immediately higher than the wage rate the employee received immediately prior to the transfer. When a salaried employee is temporarily assigned to a position in a lower Group than his/her own, for the benefit of the Employer, then, his/her pre-transfer wage rate shall be maintained.
- (c) When an employee is awarded a vacant position which constitutes a promotion to a higher rated Group/Classification within Appendix "2", then, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification which provides a salary/wage rate immediately higher than the salary/wage rate the employee received immediately prior to being awarded the higher rated position. When an employee is awarded a vacant position, which constitutes a lateral move within the same Group the employee last occupied within Appendix "2", then, the employee shall maintain the Step Level on the Wage Grid which they occupied immediately prior to filling the subject vacancy. When an employee is awarded a vacant position which constitutes a demotion to a lower rated Group/Classification within Appendix 2, then, the employee shall be placed on the Wage Grid and paid at the highest Step Level in the lower rated Group/Classification which provides a salary/wage rate immediately lower than the salary/wage rate the employee received immediately prior to being awarded the lower rated position.
- (d) If a Temporary Employee or a Part Time Employee is temporarily transferred to a Full Time position for a period in excess of three consecutive months, then, the employee shall be eligible to participate in the group insurance benefit plans identified in Article 25 of this Agreement, for so long as the employee is so temporarily transferred. Upon completion of the temporary transfer, the employee's participation in the group insurance benefit plans shall cease.

Membership - Waterfront Pool Fitness Centre

21.10 All employees, their spouses and dependents will receive a 100 % discount on a full membership to the Waterfront Pool Fitness Centre. Membership is non-transferable and has no cash value.

Educational Allowance

21.11 The Employer shall pay the full costs of any course of instruction required by the Employer or any level of government to better qualify himself/herself to perform the employee's job.

No Pyramiding

21.12 There shall be no pyramiding of overtime and premium payments.

ARTICLE 22 EXPENSE AND MILEAGE ALLOWANCES

Motor Vehicle

22.01 It shall be the responsibility of the Director to determine whether an employee requires the use of a motor vehicle to carry out Employer business.

Mileage Allowance

22.02 An employee who is authorized by his Director to use his/her personal automobile in the performance of the employee's duties shall be paid a mileage allowance at the current rate as established by the Expense Allowance Policy.

Expense Allowance

22.03 An employee who through the performance of their employee's duties incurs an expense shall be reimbursed as established by the Expense Allowance Policy.

The Union shall be advised of any changes or amendments to the Expense Allowance Policy.

ARTICLE 23 SAFETY FOOTWEAR & CLOTHING ALLOWANCES

Safety Footwear Allowance

23.01 All Permanent Employees required to wear safety footwear shall be entitled to an amount of up to two hundred dollars (\$200.00) annually toward the purchase of safety footwear. The employee may claim for more than one pair of boots per year providing the total does not exceed two hundred (\$200.00) dollars per year. The payment(s) will be made to reimburse the employee upon production of a purchase receipt(s).

Work Gloves

23.02 Employees of the Public Works and Recreation Department shall be provided with two (2) pairs of work gloves once each calendar year. Additional gloves may be provided as required when an employee turns in his or her used pair.

Safety T-Shirts

23.03 Employees of the Recreation and Public Works Departments who are required to work outdoors shall be provided with two (2) Safety T-Shirts annually.

Protective Clothing

23.04 Coveralls shall be provided to all Public Works Employees and Recreation Arena Attendants as required. The coveralls shall be cleaned at the Employer's expense as required.

Winter Coats

23.05 Employees required to work in winter weather conditions will be provided with winter coats. The Employer will replace/repair such coats on an "as needed" basis.

Swimwear

23.06 All permanent full time aquatic staff required to wear swimwear shall be entitled to an amount of up to one hundred and ten dollars (\$110.00) annually toward the purchase of one (1) swimsuit. The payment will be made to reimburse the employee upon production of a purchase receipt.

Water Resistant Apparel

23.07 Where required for safety purposes, the Employer shall supply adequate seasonal water resistant apparel in accordance with the *Occupational Health and Safety Act*.

ARTICLE 24 PENSION PLANS**Pension Plan (O.M.E.R.S.)**

24.01 In addition to the Canada Pension Plan, all eligible employees shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the employees shall make contributions in accordance with the provisions of the plan.

ARTICLE 25 EMPLOYEE BENEFITS

25.01 The Employer agrees that during the term of this Collective Agreement it will pay the portion of the premiums required for the Group Benefit Plan – Temiskaming Shore – Municipal Employees for all active Permanent Full Time Employees and their dependents as set out therein. The Employer is not the insurer. All Benefits are subject to the terms of the applicable plans. Any dispute about entitlements is between the employee and the insurance company and is not a dispute under this Collective Agreement.

The Employer agrees that, except as noted below, benefits during the life of the Agreement shall be unchanged.

Paramedical Services

\$400 per calendar year(s) for Osteopath, Podiatrist/Chiropracist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, and Psychologist/Social Worker.

Claims for Chiropractor will be paid upon the first visit.

ARTICLE 26 GENERAL CONDITIONS

Bulletin Board

26.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to see them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

Copies of Collective Agreement

26.02 The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. It is agreed that the parties will prepare the Collective Agreement for signing within sixty (60) days of ratification. The Employer shall print sufficient copies of the Collective Agreement in booklet form for each employee within thirty (30) days of the signing, and the parties shall split the cost of such printing and any subsequent printings.

Validity of Agreement

26.03 In the event that there is a change in legislation during the life of the Collective Agreement which creates conflict between the Act and the Collective Agreement, the superior provision shall prevail.

ARTICLE 27 TERM OF THE COLLECTIVE AGREEMENT

Effective Date

27.01 The term of this Collective Agreement shall be from January 1, 2024 to December 31st, 2027, and shall continue from year to year upon the expiration of the term unless either party gives to the other party notice in writing of thirty (30) to ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Changes in Collective Agreement

27.02 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

Wages

27.03 Appendix "2" attached hereto shall form part of this Collective Agreement.

Signed this _____ day of January, 2024.

FOR THE EMPLOYER

FOR CUPE AND ITS LOCAL 5014

APPENDIX 1

Income Protection Plan

Article 1 – Definitions

That in the plan:

- 1.01 (a) “Council” means the council of the Corporation of the City of Temiskaming Shores, and “Municipality” means the Corporation of the City of Temiskaming Shores.
- 1.01 (b) “Income Protection Plan” means the combination of the Municipality’s sick leave gratuity plan for employees and the weekly indemnity income protection plan (short-term disability) and the long-term income protection plan (long term disability) as provided for by the Employer’s contract with an insurance company. The Employer is responsible for the provision of the sick leave gratuity plan and for the arrangement of a contract to provide benefits; but the final terms of the Income Protection Plan will be found in the master contract as the governing document.
- 1.01 (c) “Pay” means the basic hours worked per day, multiplied by the employee’s standard rate per hour, but shall not include any shift premium, overtime or other increments.
- 1.01 (d) “Day” shall mean a calendar day which includes the normal number of hours of work per day, “Work Week” shall mean the normal number of hours of work per week, “Month” shall mean a calendar month and “Year” shall mean a calendar year.
- 1.01 (e) “Regular attendance” means for any month the attendance of an employee at his/her duties on the days and hours for which his/her attendance is required during that month according to the terms of his/her employment.
- 1.01 (f) “Short term disability” is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending his/her regular work, and which extends for a period of not more than sixteen (16) weeks. A Medical Certificate is required by the insurer for each period of absence lasting three (3) or more days and as requested by the Employer.
- 1.01 (g) “Long Term Disability” is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending work and begins after the sixteen (16) weeks short term disability report.

Article 2 – Introduction

2.01 This Plan is designed to provide Permanent Full Time Employees within the meaning of the Collective Agreement (“Eligible Employees”) with an indemnity against the loss of income if he/she cannot perform his/her normal duties due to an illness or injury. This Plan is not intended to duplicate or replace any Workers’ Compensation benefits. An Eligible Employee will be paid while he/she is disabled, until the earliest of the following dates, as applicable:

1. the date the Eligible Employee returns to work;
2. the date the Eligible Employee exhausts his/her entitlements under applicable insured coverage; and,
3. the date the Eligible Employee loses seniority under the Collective Agreement.

Article 3 – Seniority Service

3.01 Service of all Eligible Employees for the purpose of the Plan shall mean a completed year of service with the Employer as of December 31 in any calendar year. However, an Eligible Employee with less than one (1) year of completed service as of December 31 in any calendar year will be allowed a pro-rated formula based upon the first day of the month of employment with the Employer.

Article 4 – Sick Leave Credit Gratuity

4.01 A plan of sick leave credit gratuities is hereby established for every Eligible Employee. Subject to the control of Council, the conduct and management of the plan shall be vested with the Human Resources Department.

4.02 The Official responsible for Human Resources shall perform all the administrative responsibilities necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any Eligible Employee. The disallowance, by the Official responsible for Human Resources, of any sick leave credit or sick leave absence shall be subject to the Grievance Procedure commencing at Step Three.

4.03 The Official responsible for Human Resources shall provide and keep a register in which all sick leave credit and sick leave absences for every Eligible Employee shall be recorded, so that the register will show the net sick leave credit of every Eligible Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credit.

Article 5 – Provision for Sick Leave Credits

5.01 Each Eligible Employee shall be entitled to nine (9) sick leave credit days commencing January 1 in each calendar year.

- 5.02 Where an Eligible Employee is unable to perform his/her normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the Eligible Employee full pay for up to the first nine (9) days of absence. An Eligible Employee may utilize additional sick leave credits from the sick leave bank, accrued vacation entitlements, and any overtime hours or extended time hours in the overtime or extended hours banks. For the weekly indemnity income protection plan (short term disability) the plan will pay the Eligible Employee seventy five (75%) per cent of his/her normal pay for a period of sixteen (16) weeks as per the benefits policy. Provision for long-term disability will be in accordance with the policy in effect with the Municipality's insurance carrier. The short term disability income protection plan and the long term disability plan may be supplemented to one hundred (100%) per cent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, or floating holidays by agreement of the Employer.
- 5.03 Subject to the concurrence of the Eligible Employee utilizing the income protection plan, the Employer proposes to maintain one hundred per cent (100%) of the Eligible Employee's earnings so long as a sick leave credit is available. The Eligible Employee is required to endorse and turn over to the Employer all benefits received from the third party insurer.
- 5.04 Where an Eligible Employee is absent due to an accident which occurred while in the performance of his/her duties for the Employer and is in receipt of Workers' Compensation benefits, and requests the Municipality to make up the difference between the amount of Workers' Compensation benefits being paid and his/her total salary, then, such difference shall be charged against accumulated sick leave credits.

Illness in the family - care and nurturing

- 5.05 1. An Eligible Employee shall be entitled with the prior approval of his/her Supervisor, to use up to five (5) sick leave days per year to care for a family member who is ill.
2. Alternatively, an Eligible Employee may, upon approval by the Employer, arrange temporary flexible work scheduling to care for a family member who is ill. Such scheduling shall supersede the hours of work and overtime provisions of the Collective Agreement.

Maternity/Parental Leave

- 5.06 Where an eligible employee is absent due to maternity and/or parental leave effective on confirmation by the Canada Employment Insurance Commission (receipt by the employee's employment insurance cheque stub will service as proof that the employee is in receipt of unemployment benefits) the maternity and/or parental leave may be supplemented to one hundred (100%) percent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation on leave, or floating holidays by agreement of the employer.

Personal Care Leave

- 5.07 Each Eligible Employee shall be permitted to use up to five (5) days of their sick leave credit days, commencing January 1 in each calendar year, for the purpose of personal care.

Article 6 – Reporting Of Absence

- 6.01 Reporting of absence shall be in accordance with the procedures contained herein. An Eligible Employee shall notify his/her Supervisor personally as soon as possible within a twenty (20) minute period of time, either ten (10) minutes before or ten (10) minutes after the employee's normal start time. If an Eligible Employee is unable to do so because of an emergency, he/she must call his/her Supervisor as soon as possible. Leaving a voice or e-mail message does not constitute personal notification.
- 6.02 An Eligible Employee must advise his/her Supervisor of when he/she expects to return to work. If an Eligible Employee is uncertain during the initial call, then, the Supervisor must be informed as soon as possible of the estimated, or, if known by the Eligible Employee, the exact date that the Eligible Employee will return to work.
- 6.03 A Physician's Medical Certificate justifying a medical leave must be provided by an Eligible Employee in the following circumstances:
- i) immediately upon return to work following an absence of three (3) working days or more; and,
 - ii) at any other time when specifically required by the Employer in which case the Employer shall reimburse the employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.
- 6.04 Absences of one-half (1/2) day or less due to accident or illness shall not be deducted and absences for more than one half (1/2) a day, but less than a full day, shall be deducted as one-half (1/2) day.

Article 7 – Optional Provisions of the Plan

- 7.01 In the final month of the calendar year, an Eligible Employee shall elect, once and for all, by notifying in writing the Official responsible for Human Resources their choice as follows:
- 1. to accumulate all current year unused sick leave credits and transfer the same to the next calendar year; or,
 - 2. to transfer all current year banked overtime hours or banked extended hours to sick leave credits for the next calendar year.
- 7.02 In order to ensure a lengthier period of earnings at one hundred percent (100%) of pay, an Eligible Employee may elect, by notifying in writing the Official responsible

for Human Resources, to add overtime hours to his/her accumulated sick leave credits during the current year.

Article 8 – Payment of Extended Fringe Benefits

8.01 Where an Eligible Employee is absent from work due to illness (compensable injury or non-compensable injury) the Employer will continue to pay fringe benefit costs, including Health, Dental, Extended Medical Benefits, Life Insurance, etc. and any other applicable benefits negotiated for a period of not longer than thirty six (36) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

Article 9 – No Cash Payout

9.01 There shall be no cash pay-out for banked sick time at any time including upon termination of employment.

**PAY GROUPS / JOB CLASSIFICATIONS AND
APPLICABLE STEPS AND WAGE RATES**

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2024

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| 11 | 1. Planner | \$69,560 \$38.22 | \$71,581 \$39.33 | \$73,673 \$40.48 | \$75,821 \$41.66 | \$78,005 \$42.86 |
| 10 | 1. Building Inspector/By-Law Officer 2. Economic Development Officer | \$65,680 \$36.09 | \$67,592 \$37.14 | \$69,541 \$38.21 | \$71,586 \$39.33 | \$73,668 \$40.48 |
| 9 | 1. Fire Prevention/Training Officer 2. Engineering Technician | \$62,065 \$34.10 | \$63,846 \$35.08 | \$65,684 \$36.09 | \$67,594 \$37.14 | \$69,560 \$38.22 |
| 8 | 1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer | \$58,622 \$32.21 | \$60,297 \$33.13 | \$62,065 \$34.10 | \$63,827 \$35.07 | \$65,684 \$36.09 |
| 7 | 1. Head Mechanic | \$28.76 | \$29.59 | \$30.43 | \$31.30 | \$32.22 |
| 6 | 1. Works Clerk 2. Shop Clerk 3. Mechanic/Heavy Equipment Operator 4. Accounting Clerk 5. Maintenance Technician/Tradesman 6. Provincial Offences Clerk 7. Age Friendly Coordinator | \$27.18 | \$27.94 | \$28.77 | \$29.59 | \$30.43 |

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2024 Continued

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|---|---------|---------|---------|---------|---------|
| 5 | 1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant | \$25.66 | \$26.41 | \$27.14 | \$27.92 | \$28.75 |
| 4 | 1. Equipment Operator/Labourer 2. Maintenance Technician 3. Arena/Parks Attendant | \$24.27 | \$24.97 | \$25.67 | \$26.42 | \$27.16 |
| 3 | 1. Receptionist | \$22.95 | \$23.58 | \$24.26 | \$24.96 | \$25.67 |
| 2 | 1. Custodian | \$20.52 | \$21.09 | \$21.69 | \$22.31 | \$22.96 |
| 1* | 1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor | | | | | |

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2025

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| 11 | 1. Planner | \$72,345 \$39.75 | \$74,456 \$40.91 | \$76,622 \$42.10 | \$78,860 \$43.33 | \$81,117 \$44.57 |
| 10 | 1. Building Inspector/By-Law Officer 2. Economic Development Officer | \$68,305 \$37.53 | \$70,288 \$38.62 | \$72,327 \$39.74 | \$74,456 \$40.91 | \$76,622 \$42.10 |
| 9 | 1. Fire Prevention/Training Officer 2. Engineering Technician | \$64,555 \$35.47 | \$66,394 \$36.48 | \$68,305 \$37.53 | \$70,288 \$38.62 | \$72,345 \$39.75 |
| 8 | 1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer | \$60,970 \$33.50 | \$62,717 \$34.46 | \$64,555 \$35.47 | \$66,375 \$36.47 | \$68,305 \$37.53 |
| 7 | 1. Head Mechanic | \$29.91 | \$30.77 | \$31.65 | \$32.56 | \$33.51 |
| 6 | 1. Works Clerk 2. Shop Clerk 3. Mechanic/Heavy Equipment Operator 4. Accounting Clerk 5. Maintenance Technician/Tradesman 6. Provincial Offences Clerk 7. Age Friendly Coordinator | \$28.26 | \$29.06 | \$29.92 | \$30.77 | \$31.65 |

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2025 Continued

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|---|---------|---------|---------|---------|---------|
| 5 | 1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant | \$26.68 | \$27.46 | \$28.23 | \$29.04 | \$29.90 |
| 4 | 1. Equipment Operator/Labourer 2. Maintenance Technician 3. Arena/Parks Attendant | \$25.24 | \$25.97 | \$26.69 | \$27.47 | \$28.25 |
| 3 | 1. Receptionist | \$23.87 | \$24.52 | \$25.23 | \$25.96 | \$26.69 |
| 2 | 1. Custodian | \$21.34 | \$21.93 | \$22.56 | \$23.20 | \$23.88 |
| 1* | 1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor | | | | | |

* The Wage rates for Group “1” are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2026

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| 11 | 1. Planner | \$74,147 \$40.74 | \$76,313 \$41.93 | \$78,533 \$43.15 | \$80,826 \$44.41 | \$83,156 \$45.69 |
| 10 | 1. Building Inspector/By-Law Officer 2. Economic Development Officer | \$70,015 \$38.47 | \$72,054 \$39.59 | \$74,129 \$40.73 | \$76,313 \$41.93 | \$78,533 \$43.15 |
| 9 | 1. Fire Prevention/Training Officer 2. Engineering Technician | \$66,157 \$36.35 | \$68,050 \$37.39 | \$70,015 \$38.47 | \$72,054 \$39.59 | \$74,147 \$40.74 |
| 8 | 1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer | \$62,481 \$34.33 | \$64,282 \$35.32 | \$66,157 \$36.35 | \$68,032 \$37.38 | \$70,015 \$38.47 |
| 7 | 1. Head Mechanic | \$30.65 | \$31.54 | \$32.44 | \$33.37 | \$34.35 |
| 6 | 1. Works Clerk 2. Shop Clerk 3. Mechanic/Heavy Equipment Operator 4. Accounting Clerk 5. Maintenance Technician/Tradesman 6. Provincial Offences Clerk 7. Age Friendly Coordinator | \$28.97 | \$29.79 | \$30.66 | \$31.54 | \$32.44 |

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2026 Continued

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|---|---------|---------|---------|---------|---------|
| 5 | 1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant | \$27.35 | \$28.15 | \$28.94 | \$29.77 | \$30.64 |
| 4 | 1. Equipment Operator/Labourer 2. Maintenance Technician 3. Arena/Parks Attendant | \$25.88 | \$26.62 | \$27.36 | \$28.16 | \$28.96 |
| 3 | 1. Receptionist | \$24.47 | \$25.13 | \$25.86 | \$26.61 | \$27.36 |
| 2 | 1. Custodian | \$21.87 | \$22.48 | \$23.13 | \$23.78 | \$24.48 |
| 1* | 1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor | | | | | |

* The Wage rates for Group “1” are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2027

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| 11 | 1. Planner | \$75,639 \$41.56 | \$77,841 \$42.77 | \$80,116 \$44.01 | \$82,446 \$45.30 | \$84,812 \$46.60 |
| 10 | 1. Building Inspector/By-Law Officer 2. Economic Development Officer | \$71,417 \$39.24 | \$73,492 \$40.38 | \$75,621 \$41.55 | \$77,841 \$42.77 | \$80,098 \$44.01 |
| 9 | 1. Fire Prevention/Training Officer 2. Engineering Technician | \$67,486 \$37.08 | \$69,415 \$38.14 | \$71,417 \$39.24 | \$73,492 \$40.38 | \$75,639 \$41.56 |
| 8 | 1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer | \$63,736 \$35.02 | \$65,575 \$36.03 | \$67,486 \$37.08 | \$69,397 \$38.13 | \$71,417 \$39.24 |
| 7 | 1. Head Mechanic | \$31.27 | \$32.17 | \$33.09 | \$34.04 | \$35.03 |
| 6 | 1. Works Clerk 2. Shop Clerk 3. Mechanic/Heavy Equipment Operator 4. Accounting Clerk 5. Maintenance Technician/Tradesman 6. Provincial Offences Clerk 7. Age Friendly Coordinator | \$29.55 | \$30.38 | \$31.28 | \$32.17 | \$33.09 |

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2027 Continued

| GROUP | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|---|---------|---------|---------|---------|---------|
| 5 | 1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant | \$27.90 | \$28.71 | \$29.51 | \$30.36 | \$31.26 |
| 4 | 1. Equipment Operator/Labourer 2. Maintenance Technician 3. Arena/Parks Attendant | \$26.39 | \$27.15 | \$27.91 | \$28.72 | \$29.54 |
| 3 | 1. Receptionist | \$24.96 | \$25.64 | \$26.38 | \$27.14 | \$27.91 |
| 2 | 1. Custodian | \$22.31 | \$22.93 | \$23.59 | \$24.26 | \$24.97 |
| 1* | 1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor | | | | | |

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)

RE: TEMPORARY-EMPLOYEES – ARTICLE 5

The Employer and the Union confirm the following mutual understanding:

1. The continuous employment, seniority and termination rights of a Temporary Employee shall be governed by this Letter of Understanding rather than the relevant provisions of the Collective Agreement;
2. For the purposes of this Letter of Understanding, and except as otherwise specified in Paragraph #6 below, Temporary Employee shall mean an employee who is normally hired to work for a period no longer than seven (7) consecutive months in the service of the Employer and shall specifically include, without limitation:
 - a) cemetery caretakers;
 - b) arena/parks attendants; and,
 - c) equipment operators/labourers.
3. Except as otherwise provided in this Letter of Understanding, a Temporary Employee shall not establish continuous employment or accrue any seniority rights, except when such an employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. If the Temporary Employee remains in the employment of the Employer for more than seven (7) consecutive months, then, the Temporary Employee shall automatically qualify as a regular bargaining unit employee. For such an employee, his or her seniority shall then be established from his or her last date of continuous service with the Employer;

4. All Temporary Employees employed by the Employer in two (2) or more successive years shall be placed on a Temporary Seniority List and shall be given preference for subsequent rehire for temporary work provided that the Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject temporary work. Further, a Temporary Employee on the Temporary Seniority List will also be given preference for a vacant non-temporary position, provided that no Permanent Employee successfully posts for the vacancy and further provided that the subject Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject work;
5. The employment of a Temporary Employee may be terminated at any time, at the sole discretion of the Employer, for any non-discriminatory reason, during the specified period of hire or during the first seven (7) consecutive months of employment;
6. Notwithstanding the foregoing, the Parties agree that a Temporary Employee hired as a result of a pregnancy or parental leave shall be governed by this Letter of Understanding for the first eighteen (18) months of employment;
7. Temporary Employees shall not be entitled to any benefits and shall not accrue any seniority except as set out in this Letter of Understanding; and,
8. If a Temporary Employee is subsequently hired on a regular full time employment basis, then, he or she shall be credited with seniority calculated in accordance with the Letter of Understanding on Calculation of Seniority.

DATED this _____ day of January, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)**

**RE: ARTICLE 17 – CALCULATION OF HOLIDAY PAY FOR PUBLIC WORKS
EMPLOYEES WORKING FOUR (4) TEN HOUR SHIFTS - ARTICLE 17.03 a)**

The Employer and the Union confirm the following mutual understanding:

1. Notwithstanding the calculation of Holiday Pay otherwise applicable as set forth in Article 17.03 a) of the Collective Agreement, the Parties agree that a Full Time Permanent Employee in Public Works who is scheduled for four (4) ten hour shifts shall receive holiday pay calculated on the basis of a ten (10) hour day where the subject Holiday occurs while the applicable employee is working a four (4) ten hour shift schedule.

DATED this _____ day of January, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)**

RE: ARTICLE 21 – CLASSIFICATIONS, WAGE RATES AND WAGE ADJUSTMENTS

The Employer and the Union confirm the following mutual understanding:

1. Notwithstanding the provisions of Article 21 the wage rates and wage adjustments applicable to Appendix 2 Group “1” shall be governed by this Letter of Understanding.
2. Employees in Group “1” will not be placed on the Wage Grid and are not subject to the five (5) Steps there under.
3. The following wage rates shall apply effective the first full pay period commencing on January 1, 2024.
 - Desk Attendant Pool & Fitness Centre - Minimum wage
 - Crossing Guard -\$17.42/hr
 - Lifeguard -\$18.46/hr
 - Aqua Fitness/Cardio Rehab Program Instructor - \$19.50/hr
 - Temporary Arena/Parks Attendant – \$24.27/hr
 - Temporary Cemetery Worker – \$24.27/hr
 - Temporary Equipment Operator/Labourer -\$24.27/hr
 - Part Time Court Reporter – \$27.18/hr

4. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2025.

- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard – \$18.12/hr
- Lifeguard - \$19.19/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$20.28/hr
- Temporary Arena/Parks Attendant – \$25.24/hr
- Temporary Cemetery Worker - \$25.24/hr
- Temporary Equipment Operator/Labourer - \$25.24/hr
- Part Time Court Reporter – \$28.26/hr

5. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2026.

- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard - \$18.57/hr
- Lifeguard - \$19.67/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$20.79/hr
- Temporary Arena/Parks Attendant - \$25.88/hr
- Temporary Cemetery Worker - \$25.88/hr
- Temporary Equipment Operator/Labourer - \$25.88/hr
- Part Time Court Reporter – \$28.97/hr

6. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2027.

- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard - \$18.94/hr
- Lifeguard - \$20.06/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$21.21/hr
- Temporary Arena/Parks Attendant - \$26.39/hr
- Temporary Cemetery Worker - \$26.39/hr
- Temporary Equipment Operator/Labourer - \$26.39/hr
- Part Time Court Reporter – \$29.55/hr

DATED this _____ day of January, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)**

**RE: CALCULATION OF SENIORITY IN THE EVENT OF TRANSFER FROM
TEMPORARY OR PART TIME STATUS TO REGULAR FULL TIME STATUS**

The Employer and the Union confirm the following mutual understanding:

1. Where a temporary or part time employee is subsequently employed in a regular full time position, the seniority calculation shall be based on the annual regular full time hours of the full time position in question;
2. For conversion purposes the actual hours worked in the bargaining unit as a temporary or part time employee shall be divided by the number of annual regular full time hours of the full time position in question; and,
3. The foregoing calculation shall pertain with respect to: the definition of seniority in Article 12.01; the calculation of vacation entitlement under Article 18.04; and, the calculation of seniority of a temporary employee in accordance with the Letter of Understanding re: Temporary Employees.

DATED this _____ day of January, 2024

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX 3**Group Benefit Plan****Temiskaming Shores - Municipal Employees**

The Corporation of the City of Temiskaming Shores

By-law No. 2024-008

Being a by-law to amend By-law No. 2023-048 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M” – One Year Extension

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

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

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

Whereas Council reviewed Administrative Report No. PW-006-2023 at the April 18, 2023 Regular meeting of Council and directed staff to prepare the necessary by-law (No. 2023-048) to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M”, at the April 18, 2023 Regular Meeting of Council; and

Whereas Council considered Memo No. 005-2024-PW at the February 6, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary amendment to By-law No. 2023-048 to extend the current agreement with Miller Paving Limited for one year (2024), for the supply and delivery of Granular “M” (estimated 12,000 t) in the amount of \$12.95 per ton for a total of \$155,400.00, plus applicable taxes (same unit cost as 2023), for consideration at the February 20, 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 Schedule A to By-law No. 2023-048, be hereby amended by removing and replacing the wording in item (c) under Article I, with the following:
 - c) Complete, as certified by the Manager of Transportation Services, all the work by **December 31, 2024.**
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-009

**Being a by-law to enter into an agreement with Demora
Construction Services Inc. for the Rental of an Excavator for Spring
Ditching within 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 Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the rental of an excavator for spring ditching within the City of Temiskaming Shores, in the amount of \$15,900, plus applicable taxes, for consideration at the February 20, 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 authorizes the entering into an agreement with Demora Construction Services Inc. for the rental of an excavator for spring ditching within the City of Temiskaming Shores, at a rate of \$115.00 per hour plus applicable taxes, and equipment required to move the excavator a total cost of \$2,100.00 plus applicable taxes, a copy of, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-009

Agreement between

The Corporation of the City of Temiskaming Shores

and

Demora Construction Services Inc.

for the Rental of an Excavator c/w Float Service for Spring Ditching

This agreement made this 20th day of February 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Demora Construction Services Inc.
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Excavator Rental – Spring Ditching
Tender No. PWO-RFT-001-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services, all the work by **May 31st, 2024.**
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **one-hundred and fifteen dollars and zero cents (\$115.00) per hour plus applicable taxes** for the excavator rental, and **two thousand one hundred dollars and zero cents (\$2,100.00) plus applicable taxes** for float services, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor: **Demora Construction Services Inc.**
999464 Hwy 11 North
New Liskeard, Ontario
P0J 1P0

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

The Manager: **Manager of Transportation Services
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of Page left Blank Intentionally

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

Signed and Sealed in
the presence of

Demora Construction Services Inc.

Andy Desmarais, President

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2024-009

Form of Agreement



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores
Request for Tender
PWO-RFT-001-2024
Excavator Rental – Spring Ditching

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

DEMORA CONSTRUCTION SERVICES INC.

**City of Temiskaming Shores
PWO-RFT-001-2024
Excavator Rental – Spring Ditching**

Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions. The Contractor understands and accepts the said work must be completed in strict accordance with Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

| AREA 1 – DYMOND TWP. APPROXIMATELY 40 HOURS | | | | | |
|--|---|--|-----------------------------|-----------------------------------|----------|
| Item | Description | Make and Model and Manufactured Date | Minimum Operating Weight | Unit | Rate, \$ |
| 1 | Equipment move, based on 4 moves over 40 hour period. | 2005 International Float 2023 International Truck w Tag Trailer | 65,000 KG 55,000 KG | Lump Sum TOTAL for 4 moves | \$700.00 |
| 2 | Excavation time, per hour based on 1 hour | 2010 Doosan DX 180 2007 Hiittachi ZX200 LC | 18,000 KG 19,500 KG | Per Hour | \$115.00 |

Form 1 to be submitted

| AREA 2 – NEW LISKEARD APPROXIMATELY 40 HOURS | | | | | |
|---|---|--|-----------------------------|----------------------------------|----------|
| Item | Description | Make and Model and Manufactured Date | Minimum Operating Weight | Unit | Rate, \$ |
| 1 | Equipment move, based on 4 moves over 40 hour period. | 2005 International Float 2023 International Truck w Tag Trailer | 65,000 KG 55,000 KG | Lump Sum TOTAL for 4 moves | \$700.00 |
| 2 | Excavation time, per hour based on 1 hour | 2010 Doosan DX 180 2007 Hiitachi ZX200 LC | 18,000 KG 19,500 KG | Per Hour | \$115.00 |

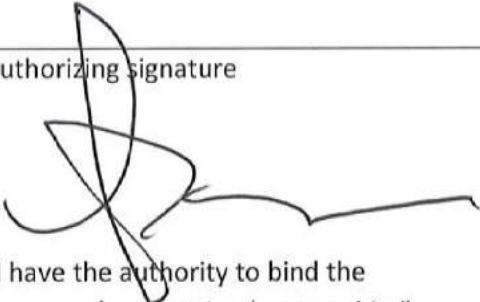
| AREA 3 – HAILEYBURY/ NORTH COBALT APPROXIMATELY 40 HOURS | | | | | |
|---|---|--|-----------------------------|----------------------------------|----------|
| Item | Description | Make and Model and Manufactured Date | Minimum Operating Weight | Unit | Rate, \$ |
| 1 | Equipment move, based on 4 moves over the 40 hour period. | 2005 International Float 2023 International Truck w Tag Trailer | 65,000 KG 55,000 KG | Lump Sum TOTAL for 4 moves | \$700.00 |
| 2 | Excavation time, per hour based on 1 hour | 2010 Doosan DX 180 2007 Hittachi ZX200 LC | 18,000 KG 19,500 KG | Per Hour | \$115.00 |

Form 2 to be submitted

The City permits one Bidder to Bid simultaneously for more than 1 location. Should the Bidder be successful on more than 1 location, the City reserves the right to decide which location(s) to award to the Bidder based on the greatest benefit to the taxpayer.

Pricing shall exclude applicable taxes but will be considered extra.

All hourly rates offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Tender.

| | |
|---|---|
| Company Name Demora Construction Services Inc. | Contact name (please print) Andy Desmarais |
| Mailing Address 999464 Hwy 11 New Liskeard, Ontario | Title President |
| Postal Code P0J 1P0 | Authorizing signature  "I have the authority to bind the company/corporation/partnership." |
| Telephone 705-647-3800 | Fax 705-647-3834 |
| Cell Phone if possible [REDACTED] | Email [REDACTED] |

Form 3 to be submitted

City of Temiskaming Shores
PWO-RFT-001-2024
Excavator Rental – Spring Ditching

Non-Collusion Affidavit

I/ We Demora Construction Services inc. the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

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

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

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

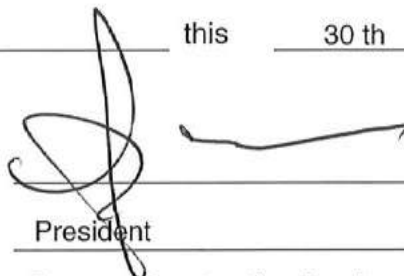
The bid, quotation or Tender of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: Orillia, Ontario this 30 th day of January, 2024.

Signed:

Title:

Company Name:



President

Demora Construction Services Inc.

Form 4 to be submitted

City of Temiskaming Shores
PWO-RFT-001-2024
Excavator Rental – Spring Ditching
Conflict of Interest Declaration

Please check appropriate response:

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

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

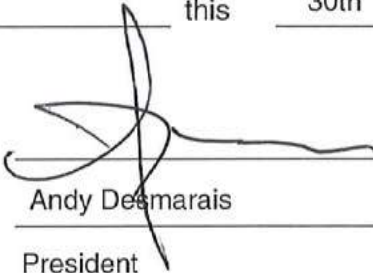
List Situations:

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

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

Dated at: Orillia, Ontario this 30th day of January, 2024.

Signature:



Bidder's Authorized Official:

Andy Desmarais

Title:

President

Company Name:

Demora Construction Services Inc.

Form 5 to be submitted

**City of Temiskaming Shores
PWO-RFT-001-2024
Excavator Rental – Spring Ditching**

Schedule “A” - List of Proposed Sub-Contractors (if applicable)

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

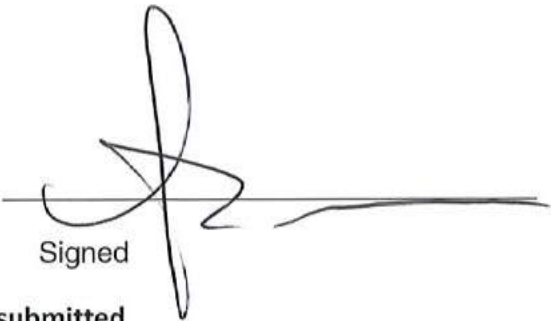
| Name | Address | WSIB Certificate Number (copy attached) |
|------|---------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

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

Signed by Company Official

Andy Desmarais

Printed


Signed

Form 6 to be submitted

**City of Temiskaming Shores
PWO-RFT-001-2024
Excavator Rental – Spring Ditching**

Schedule “B” List of Proposed Qualified Operators

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

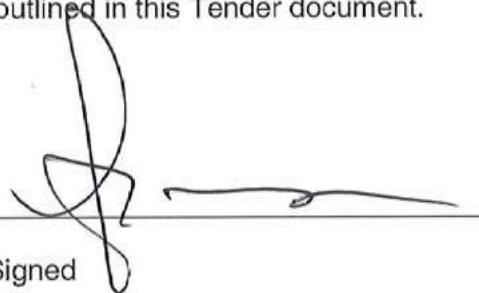
| Operator | License Classification in good standing | Experience Describe graduate training/ years as Operator | Employee Status Full Time/Part time |
|-----------------|---|---|--|
| Danny Paquette | | 30 Years | Full Time |
| Derrick Deckers | | 20 Years | Full Time |
| Ben Deckers | | 30 Years | Full Time |
| Lawrence Martin | | 25 Years | Full Time |

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

Signed by Company Official

Andy Desmarais

Printed



Signed

Form 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-001-2024
Excavator Rental – Spring Ditching**

**Schedule “C” - Accessibility for Ontarians with Disabilities Act, 2005
Compliance Agreement**

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

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

Name: Andy Desmarais Company Name: Demora Construction Services Inc.

Phone Number: 705-647-3800 Email: 

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

OR

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

Form 8 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2024-010

Being a by-law to enter into an agreement with Midwestern Line Striping Ltd. for the provision of Roadway Centre and Edge Line Painting Services

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

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

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

Whereas Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Midwestern Line Striping Ltd. for Roadway Centre and Edge Line Painting Services, in the amount of \$49,872.55, plus applicable taxes, for consideration at the February 20, 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 authorizes the entering into an agreement with Midwestern Line Striping Ltd. for roadway centre and edge line painting services at the unit cost of \$0.485 per linear meter, for a total upset limit of \$49,872.55, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-010

Agreement between

The Corporation of the City of Temiskaming Shores

and

Midwestern Line Striping Ltd.

for the Centre and Edge Line Painting Services

This agreement made this 20th day of February, 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

And:

Midwestern Line Striping Ltd.
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Tender Documents entitled:

**The Corporation of City of Temiskaming Shores
Roadway Line Painting
Tender No. PWO-RFT-002-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services all the work within 90 calendar days from receiving a signed order, but no later than **June 28, 2024**, weather permitting.
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit rate of **\$0.485/linear meter** of line paint plus applicable taxes, subject to additions and deductions as provided in the Contract Documents attached hereto as Appendix 01.

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

ARTICLE III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Midwestern Line Striping Ltd.
P.O. Box 159,
Clarksburg, ON
N0H 1J0

The Owner:

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

The Manager of Transportation Services:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in
the presence of

Midwestern Line Striping Ltd.

Hillary Harbottle, Estimator

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to

By-law No. 2024-010

Form of Agreement

City of Temiskaming Shores
PWO-RFT-002-2024
Roadway Line Painting

Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

| ITEM | QUANTITY | DESCRIPTION | QUOTED BID PRICE PER LM | TOTAL |
|------|-------------------------|---|-------------------------------|--------------------------|
| 1 | 50,000 linear meters | 50,000 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in yellow centre line. | .485 | \$ 24'250. ⁰⁰ |
| 2 | 41,000 linear meters | 41,000 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in white edge line. | .485 | \$ 19'885. ⁰⁰ |
| | | | SUB TOTAL | \$ 44'135. ⁰⁰ |
| | | | H.S.T. | \$ 5737. ⁵⁵ |
| | | | TOTAL | \$ 49'872. ⁵⁵ |

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striping equipment and forming part of the operation process.

*If new layout is required - a premarking/layout fee of \$ 300/Hr per Hr will be added *

Form 1 to be submitted



Hillary Harbottle
I/We Midwestern Line Striping Inc ((Registered Company Name/Individuals Name) offer to supply the requirements stated within

the corresponding total cost of \$ 49,872.55 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within 30 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this Jan 24 day of 2024.

| | |
|---|---|
| Company Name <u>Midwestern Line Striping Inc</u> | Contact name (please print) <u>BOB Ceaser</u> |
| Title <u>Super Intendent of Operations.</u> | Mailing Address <u>P.O Box 159 Clarksburg ON N0H 1J0</u> |
| Telephone <u>519-599-2775</u> | Fax <u>519-599-4578</u> |
| Cell Phone (if possible)  | Email  |

Acknowledgement of Addenda

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

Bidder's Authorized Official:

Title:

Authorizing Signature:

Date:

Hillary Harbottle
Estimator
Hillary Harbottle
January 24/24

Form 2 to be submitted

**City of Temiskaming Shores
PWO-RFT-002-2024
Roadway Line Painting****Non-Collusion Affidavit**

I/ We Hillary Harbottle
Midwestern Line Striping Inc the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: 11:30 am this 24 day of January, 2024.

| | |
|-------------------------------|--------------------------|
| Bidder's Authorized Official: | <u>Hillary Harbottle</u> |
| Title: | <u>Estimator</u> |
| Authorizing Signature: | <u>Hillary Harbottle</u> |
| Date: | <u>January 24/2024</u> |

Form 3 to be submitted

**City of Temiskaming Shores
PWO-RFT-002-2024
Roadway Line Painting**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

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

Dated at: 11:30 am this 24 day of January, 2024.

Signature:

Bidder's Authorized Official:

Title:

Company Name:

Hillary Harbottle
Hillary Harbottle
Estimator
Midwestern Line Striping Inc

Form 4 to be submitted

N/A

City of Temiskaming Shores
PWO-RFT-002-2024
Roadway Line Painting

Schedule “A” - List of Proposed Sub-contractors

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

| Name | Address | WSIB Certificate Number (copy attached) |
|------|---------|--|
| | | |
| | | |
| | | |
| | | |

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

Signed by Company Official

Hillary Harbottle

Printed



Signed


Form 5 to be submitted

**City of Temiskaming Shores
PWO-RFT-002-2024
Roadway Line Painting**

**Schedule "B" Accessibility for Ontarians with Disabilities Act, 2005
Compliance Agreement**

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

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

Name: Hillary Harbottle Company Name: Midwestern Line Striping Inc.
Phone Number: 519-599-2775 Email: 

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

OR

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

Form 6 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2024-011

Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within 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 Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for asphalt patching services at an upset limit of \$387,625, plus applicable taxes, for consideration at the February 20, 2024 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for asphalt patching services at various locations in the City of Temiskaming Shores, at a unit cost of \$63.00 per square metre for 50 mm thickness and \$113.50 per square metre for 90 mm thickness plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-011

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the Supply of Asphalt Patching Services

This agreement made this 20th day of February 2022.

Between:

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

and

Miller Paving Limited
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Asphalt Patching Services
Tender No. PWO-RFT-003-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services, all the work by **December 31, 2024.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit price of **\$63.00 per square meter for 50 mm thickness and \$113.50 per square meter for 90 mm thickness** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 248
New Liskeard, ON
P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

Remainder of this page left blank intentionally

Signed and Sealed in
the presence of

Britt Herd – Senior Manager, Estimating and Contracts

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to

Schedule “A” to

By-law No. 2024-011

Form of Agreement

**City of Temiskaming Shores
PWO-RFT-003-2024
Asphalt Patching Services**

Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions. The Contractor understands and accepts the said work must be completed in strict accordance with Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

| Item | Description | Estimated Quantity for Bidding Purposes | Quoted price per square meter (m2) | Total Price |
|-------------------|--|--|--|---------------------|
| 1 | Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 50 mm thickness only. | Approx. 3,000 m ² - various locations | \$63.00 | \$189,000.00 |
| 2 | Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 90 mm thickness only. | Approximately 1,750 m ² - various locations | \$113.50 | \$198,625.00 |
| SUB-TOTAL: | | | | \$387,625.00 |
| HST: | | | | \$50,391.25 |
| TOTAL | | | | \$438,016.25 |



Form 1 to be submitted

I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ \$438,016.25 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 30th day of January 2024


| | |
|---|---|
| Company Name Miller Paving Limited | Contact name (please print) Britt Herd |
| Mailing Address 704024 Rockley Road PO Box 248 New Liskeard, ON | Title Senior Manager, Estimating and Contracts |
| Postal Code P0J 1P0 | Authorizing signature  "I have the authority to bind the company/corporation/partnership." |
| Telephone 705-647-4331 | Fax 705-647-3611 |
| Cell Phone if required  | Email  |

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER N/A in preparing my/our Tender.

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Authorizing Signature: 

Date: Tuesday, January 30, 2024

Form 2 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2024
Asphalt Patching Services**

Non-Collusion Affidavit

I/ We Miller Paving Limited the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: New Liskeard this 30th day of January, 2024.

Signed:



Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 3 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2024
Asphalt Patching Services**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

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

Dated at: New Liskeard this 30th day of January, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 4 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2024
Asphalt Patching Services**

Schedule “A” - List of Proposed Sub-contractors

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

| Name | Address | WSIB Certificate Number (copy attached) |
|--------|--------------|---|
| Demora | New Liskeard |  |
| | | |
| | | |
| | | |

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

Signed by Company Official

Britt Herd

Printed



Signed

Form 5 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2024
Asphalt Patching Services**

**Schedule “B” - Accessibility for Ontarians with Disabilities Act, 2005
Compliance Agreement**

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

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

Name: Britt Herd Company Name: Miller Paving Limited

Phone Number: 705-647-4331 Email: britt.herd@millergroup.ca

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

OR

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

Form 6 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2024-012

Being a by-law to enter into an agreement with Pollard Distribution Inc. for the supply, delivery and application of Liquid Calcium Chloride in 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 Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Distribution Inc. for the supply and application of liquid calcium, for consideration at the February 20, 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 authorizes the entering into an agreement with Pollard Distribution Inc. for the supply, delivery and application of liquid calcium in the amount of \$68,308.50, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-012

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pollard Distribution Inc.

for the Supply and Delivery of Liquid Calcium

This agreement made this 20th day of February, 2024.

Between:

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

And:

Pollard Distribution Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Liquid Calcium Chloride
Tender No. PWO-RFT-004-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and
- c) Complete, as certified by the Manager of Transportation Services, all the work within the earliest possible time frame in 2024, weather permitting.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Sixty-Eight Thousand, Three-Hundred and Eight Dollars and Fifty Cents (\$68,308.50), plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pollard Distribution Inc.
P.O. Box 280
Harrow, Ontario
N0R 1G0

The Owner:

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

The Manager of Transportation Services:

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

Remainder of page left blank intentionally

Signed and Sealed in
the presence of

President – Kevin Pollard

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to
By-law No. 2024-012
Form of Agreement

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride**

Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

| Location | Quantity L | Unit Price | Sub Total | H.S.T. | Total, \$ |
|---|---------------|---------------|-------------------------|------------------------|-------------------------|
| F.O.B. Delivered and applied to various locations Township of Harley | 78,000 | \$.3875 | \$ 30225. ⁰⁰ | \$ 3929. ²⁵ | \$ 34154. ²⁵ |
| F.O.B. Delivered and applied to various locations Township of Eanturel | 26,000 | \$.3875 | \$ 10075. ⁰⁰ | \$ 1309. ⁷⁵ | \$ 11384. ⁷⁵ |
| F.O.B. Delivered and applied to various locations Township of Kerns | 78,000 | \$.3875 | \$ 30225. ⁰⁰ | \$ 3929. ²⁵ | \$ 34154. ²⁵ |
| F.O.B. Delivered and applied to various locations, Township of Chamberlain | 52,000 | \$.3875 | \$ 20150. ⁰⁰ | \$ 2619. ⁵⁰ | \$ 22769. ⁵⁰ |
| F.O.B. Delivered and applied to various locations, Township of Hudson | 78,000 | \$.3875 | \$ 30225. ⁰⁰ | \$ 3929. ²⁵ | \$ 34154. ²⁵ |
| F.O.B. Delivered and applied to various locations City of Temiskaming Shores | 156,000 | \$.3875 | \$ 60450. ⁰⁰ | \$ 7858. ⁵⁰ | \$ 68308. ⁵⁰ |
| F.O.B. Delivered and applied to various locations, Township of Hilliard | 26,000 | \$.3875 | \$ 10075. ⁰⁰ | \$ 1309. ⁷⁵ | \$ 11384. ⁷⁵ |
| F.O.B. Delivered and applied to various locations, Brethour Twp. | 52,000 | \$.3875 | \$ 20150. ⁰⁰ | \$ 2619. ⁵⁰ | \$ 22769. ⁵⁰ |
| F.O.B. Delivered and applied to various locations Township of Casey | 28,000 | \$.3875 | \$ 10850. ⁰⁰ | \$ 1410. ⁵⁰ | \$ 12260. ⁵⁰ |
| Form 1 to be submitted | | | | | |

| | | | | | |
|--|--------|----------|-------------------------|------------------------|-------------------------|
| F.O.B. Delivered and applied to various locations Township of Armstrong | 78,000 | \$.3875 | \$ 30225. ⁰⁰ | \$ 3929. ²⁵ | \$ 34154. ²⁵ |
| F.O.B. Delivered and applied to various locations Township of Charlton – Dack | 52,000 | \$.3875 | \$ 20150. ⁰⁰ | \$ 2619. ⁵⁰ | \$ 22769. ⁵⁰ |
| F.O.B. Delivered and Applied to various locations Township of Harris | 26,000 | \$.3875 | \$ 10075. ⁰⁰ | \$ 1309. ⁷⁵ | \$ 11384. ⁷⁵ |
| F.O.B. Delivered and applied to various locations within the boundaries of the Township of Temagami | 78,000 | \$.3875 | \$ 30225. ⁰⁰ | \$ 3929. ²⁵ | \$ 34154. ²⁵ |

I/We POLLARD DISTRIBUTION INC. ((Registered Company Name/Individuals Name) offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date. I/We will make best efforts to deliver material within three days of notice.

The specifications have been read over and agreed to this 30TH day of JANUARY, 2024.

| | |
|--|--|
| Company Name <u>POLLARD DISTRIBUTION INC.</u> | Contact name (please print) <u>KEVIN POLLARD</u> |
| Title <u>PRESIDENT</u> | Mailing Address <u>Box 280</u> <u>HARROW, ONTARIO</u> <u>NORFOLK</u> |
| Telephone <u>519-738-2213</u> | Fax <u>519-738-2214</u> |
| Cell Phone (if possible) <u>[REDACTED]</u> | Email <u>[REDACTED]</u> |

Acknowledgement of Addenda

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

Bidder's Authorized Official:

KEVIN POLLARD

Title:

PRESIDENT.

Authorizing Signature:

[Signature]

Date:

JANUARY 30, 2024

Form 2 to be submitted

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride****Non-Collusion Affidavit**

I/We Poulsen Distribution Inc. the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: HARROW, ONTARIO this 30TH day of JANUARY, 2024.

Bidder's Authorized Official:

KEVIN POULSEN

Title:

PRESIDENT.

Authorizing Signature:

[Signature]

Date:

JANUARY 30, 2024

Form 3 to be submitted

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride****Conflict of Interest Declaration**

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:

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

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

Dated at: HARROW, ONTARIO this 30TH day of JANUARY, 2024.

Signature:



Bidder's Authorized Official:

KEVIN POLLARD

Title:

PRESIDENT.

Company Name:

POLLARD DISTRIBUTION INC.

Form 4 to be submitted

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

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

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

Name: KEVIN POWARD Company Name: POWARD DISTRIBUTION INC.
Phone Number: [REDACTED] Email: [REDACTED]

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

OR

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

Form 5 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2024-013

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within 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 Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for a total upset limit of \$125,400 plus applicable taxes, for consideration at the February 20, 2024 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, at unit cost of \$220.00 per square metre of concrete sidewalk and \$220.00 per metre of concrete curb, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-013

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made this 20th day of February 2024.

Between:

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

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Concrete Sidewalks & Curb Repairs
PWO-RFT-005-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **October 31, 2024.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **at unit cost of \$220.00 per square metre of concrete sidewalk and \$220.00 per metre of concrete curb plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pedersen Construction (2013) Inc.
177246 Bedard Road
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

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Signed and Sealed in
the presence of

Karl Pedersen, President

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2024-013

Form of Agreement

**City of Temiskaming Shores
PWO-RFT-005-2024
Concrete Sidewalks & Curb Repairs**

Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the Drawings, Specifications and OPS General Conditions of Contract referred to in the provisions, and has thorough knowledge of the work to be done under this contract. The Contractor understands and accepts the said Drawings, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Drawings, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

| Item | Description | Estimated Quantity | Unit Price | Total |
|------------|--|--|--------------|--------------|
| 1 | Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2021) | Approx. 450 m2 - sidewalk at various locations | \$220.00/ m2 | \$99,000.00 |
| 2 | Construction and installation of concrete curb in accordance with OPSS 353 (Nov. 2021) | Approx. 120 metres - curb at various locations | \$220.00 /m | \$26,400.00 |
| Sub-Total: | | | | \$125,400.00 |
| H.S.T.: | | | | \$16,302.00 |
| Total: | | | | \$141,702.00 |


Form 1 to be submitted.

**City of Temiskaming Shores
PWO-RFT-005-2024
Concrete Sidewalks & Curb Repairs**

I/We Karl Pedersen offer to supply the requirements stated within for the total contract price of \$ 125,400.00 + H.S.T.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 31st day of January, 2024.

| | |
|--|--|
| Company Name Pedersen Construction (2013) Inc. | Contact name (please print) Karl Pedersen |
| Mailing Address 177246 Bedard Rd. New Liskeard, ON | Title President |
| Postal Code P0J 1P0 | Authorizing signature  "I have the authority to bind the company/corporation/partnership." |
| Telephone 705-647-6223 | Fax 705-647-8851 |
| Cell Phone if possible [REDACTED] | Email [REDACTED] |

Form 2 to be submitted

City of Temiskaming Shores
PWO-RFT-005-2024
Concrete Sidewalks & Curb Repairs

Non-Collusion Affidavit

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

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

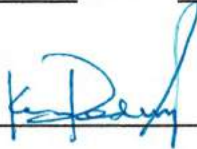
Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection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

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

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

Dated at: New Liskeard this 31st day of January, 2024.

Signed:



Title:

Karl Pedersen, President

Company Name:

Pedersen Construction (2013) Inc.

Form 3 to be submitted.

City of Temiskaming Shores
PWO-RFT-005-2024
Concrete Sidewalks & Curb Repairs

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

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

Dated at: New Liskeard this 31st day of January, 2024.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

Form 4 to be submitted.

**City of Temiskaming Shores
PWO-RFT-005-2024
Concrete Sidewalks & Curb Repairs**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

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

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

Name: Karl Pedersen Company Name: Pedersen Construction (2013) Inc.

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

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

OR

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

Form 5 to be submitted.

**City of Temiskaming Shores
PWO-RFT-005-2024
Concrete Sidewalks & Curb Repairs**

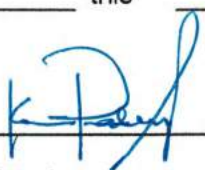
List of Proposed Sub-Contractors

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

| Name | Address | Component |
|----------------|---------|-----------|
| Not Applicable | | |
| | | |
| | | |
| | | |

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

Dated at: New Liskeard this 31st day of January ,. 2024

Signature: 
Bidder's Authorized Official: Karl Pedersen
Title: President
Company Name: Pedersen Construction (2013) Inc.

Form 6 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-014

Being a by-law to authorize an Agreement with EXP Services Inc. for the performance of Biennial Bridge and Culvert Inspection Services

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

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

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

Whereas Council considered Administrative Report No. PW-003-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with EXP Services Inc. for professional engineering services to prepare the Biennial Bridge & Culvert report, for a total upset limit of \$11,745.00 plus applicable taxes, which excludes provisional roof inspections, for consideration at the February 20, 2024 regular Council Meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with EXP Services Inc. for the biennial bridge & culvert inspection report, for a total upset limit of \$11,745.00 plus applicable taxes, and excluding all provisional items, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-014

Agreement between

The Corporation of the City of Temiskaming Shores

And

EXP Services Inc.

for the Biennial Bridge & Culvert Inspections

This agreement made this 20th day of February, 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

EXP Services Inc.
(hereinafter called “the Consultant”)

Witnesseth:

That the Owner and the Consultant shall undertake and agree as follows:

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
 - i. Request for Proposal PW-RFP-001-2024;
 - ii. EXP Services Inc. submission in response to PW-RFP-001-2024 (Appendix 01); and
 - iii. EXP Services Inc. Terms and Conditions (Appendix 02).
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **October 31, 2024.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Eleven Thousand, Seven Hundred and Forty-Five Dollars and Zero Cents (\$11,745.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

EXP Services Inc.

310 Whitewood Ave W
New Liskeard, Ontario
P0J 1P0

Attn.: Doug Walsh, CET

The Owner:

City of Temiskaming Shores

325 Farr Drive / P.O. Box 2050
Haileybury, Ontario P0J 1K0

The Manager of Transportation Services:

Manager of Transportation Services

City of Temiskaming Shores

P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0

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Signed and Sealed in
the presence of

Branch Manager – Nolan Dombroski, P.Eng.

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to

By-law No. 2024-014

Form of Agreement



Corporation of the City of Temiskaming Shores Request for Proposal No. PW-RFP-001-2024

Submitted By:

G. Douglas Walsh, C.E.T.
EXP Services Inc.
310 Whitewood Ave. W.
New Liskeard, Ontario, P0J 1P0
t: +1.705.647.4311
douglas.walsh@exp.com

January 31st, 2024



**Engineering Services
Bridges, Culverts & Roof Inspections**

Client: City of Temiskaming Shores.



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1 Introduction

The City of Temiskaming Shores has issued a Request for Proposals (RFP) for the provision of professional engineering services to document the City's Biannual Structure Inspections of bridges and large diameter culverts within the municipality and in accordance with Ontario Regulation 104/97 and the Ontario Structure Inspection Manual (OSIM). The RFP also includes smaller diameter culverts to be inspected as well as the request for provisional pricing for the inspection of a select number of municipal buildings / roofs.

EXP Company Profile

EXP is a full-service multi-disciplinary engineering and architectural firm. We offer consulting, investigation, testing and problem-solving services in geosciences, environment, building science, mechanical, electrical, construction materials, pipeline services, fire and life safety, municipal, transportation and facilities engineering. We serve both public and private sector clients across Canada, USA and internationally.

EXP is a Canadian-owned firm, which today employs more than 3,600 highly qualified people, with 1,500 engineers and architects from various disciplines, assisted by technicians, draftspersons, and administrative staff. We offer specialized expertise in engineering, architecture, environmental science as well as activities closely related to applied sciences.

EXP has extensive experience and an excellent reputation in **Roadway Design as well as Evaluation and Structural Assessment & Design**. With the support of our other service lines, we provide seamless delivery of integrated projects. Services that we typically provide include:

- Master Plans
- Developing design criteria
- Feasibility studies and planning
- Siting analysis and matrix evaluations
- Concept designs
- Cost estimating
- Permitting and approvals
- Design and tender packages
- Site inspection and contract administration

EXP Northern

The EXP staff proposed for this project are members of the Northern group working out of the New Liskeard office. The Infrastructure Group in Northern Ontario has approximately 100 technical and professional staff employed throughout its network of offices (North Bay, Sudbury and Thunder Bay). EXP has extensive experience executing jobs and maintaining relationships in communities throughout northeastern Ontario. Given this experience, EXP has a thorough understanding of the needs and priorities of northern municipalities and takes great pride in maintaining strong relationships with our clients through ongoing communication and face to face interaction at all phases of a project. We would like you to take this into consideration when reviewing our proposal.

Additional information about EXP, the firms that merged to create the company, the markets we serve, and the services we provide, is available on our website at www.exp.com.

Declaration

EXP confirms that we intend to comply with all the provisions and requirements as set out in the Request for Proposal PW-RFP-001-2024, "Engineering Services - Bridges, Culverts and Roof Inspections" (RFP). Forms as specified in the RFP have been duly completed and are provided in Appendix B.

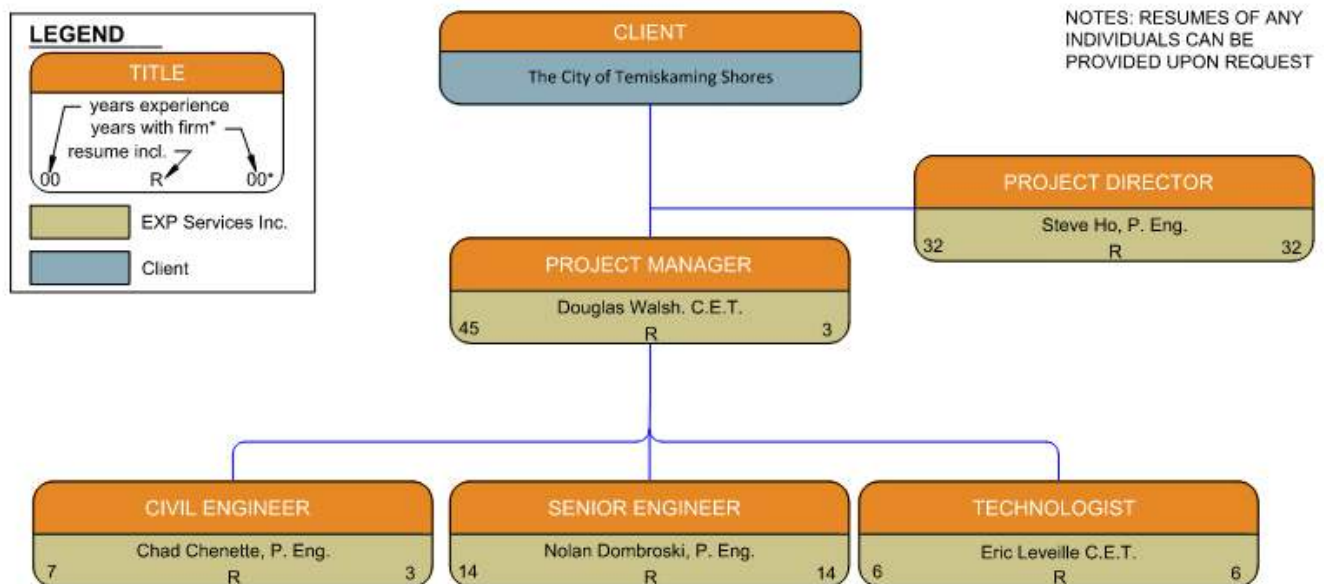
2 Scope

It is the understanding of EXP that this assignment involves the visual inspection of six (6) Municipal Bridges, one (1) Box culvert, one (1) Arch Culvert, four (4) Large Diameter municipal culverts, eight (8) Small Diameter municipal culverts and "provisional pricing" for one (1) Arena Roof inspection and six (6) Municipal Building Roof inspections. The inspections will conform to the typical requirements of the Ontario Structural Inspection Manual (OSIM) and the Ontario Building Code where applicable.

Significant findings from the visual inspection and our improvement recommendations along with the probable implementation costs will be presented in a detailed report.

3 Project Team

3.1 Organization Chart



3.2 Project Team

EXP will manage and undertake the required inspections included in the RFP from our New Liskeard office with specialized support staff allocated from other EXP offices as required.

This project will be under the direction of Stephen Ho, M. Eng., P. Eng., Senior Structural Engineer. Stephen is a senior bridge design engineer, offering over 30 years of experience in the inspection, planning, design, contract preparation, and construction administration of new bridge, culvert & structure

design, rehabilitation and replacement projects. He will oversee all aspects of the inspections, report and recommendations on this project.

Stephen will be assisted by Douglas Walsh, C.E.T. who has been involved in engineering, construction and maintenance for over 45 years. Doug joined EXP Services as a Team Lead / Manager Civil Infrastructure having gained valuable experience in both private and public sector work since 1978. Upon coming to EXP, Doug has undertaken responsibility for team and project management with dedicated staff on a wide array of projects.

Technical support will be provided by EXP's infrastructure technical team. The technical team will consist of Nolan Dombroski, P.Eng. and Chad Chenette, P.Eng., both of whom have experience in structural and linear infrastructure. The additional support for all other engineering, inspection and reporting requirements will be supplied by our technologists and technicians in-house. Resumés for the Project team are attached in Appendix A.

3.3 Staff Availability

The staff identified above will be fully committed to the project for its entire duration. However, we are fortunate to have additional engineers and technologists with equivalent municipal and structural engineering experience that could easily assist in the completion of the assignment should one of our team members becomes unavailable due to unforeseen circumstances.

4 Corporate Experience

4.1 Knowledge of Local Infrastructure

EXP's New Liskeard office is located in the City of Temiskaming Shores. We have extensive history and experience performing work for the City of Temiskaming Shores including surveying, design, and contract administration within the former municipalities of Haileybury, New Liskeard, and Dymond. We are confident in our knowledge of the City's infrastructure and the location of each of the work sites included in this Request for Proposals.

4.2 Similar Projects

The following table lists recent relevant project experience and personnel:

| Municipality | Year | Project Title | Fees | Project Personnel |
|--|------|---|----------|--|
| The Town of Kirkland Lake | 2023 | Pedestrian and Street Bridge Inspections | \$15,565 | Stephen Ho, M.Eng., P.Eng. Nedal Mohamed, Ph.D., P.Eng. |
| Inspection of Various Bridges and Buildings. | | | | |
| The Town of Cobalt | 2021 | Lang Street Bridge Inspection | \$1,500 | Stephen Ho, M.Eng., P.Eng. Amy Kwaka, P.Eng. |
| Inspection of Various Bridges and Buildings. | | | | |
| The Town of Kapuskasing | 2020 | Municipal Bridges, Culverts and Structure Inspections | \$9,975 | Stephen Ho, M.Eng., P.Eng. Nolan Dombroski, P.Eng. |
| Inspection of Various Bridges and Buildings. | | | | |

| Municipality | Year | Project Title | Fees | Project Personnel |
|--|------|---------------------------------------|----------|--|
| The Town of Kirkland Lake | 2019 | Municipal Bridge and Roof Inspections | \$10,500 | Rene Mignault, P.Eng. Nolan Dombroski, P.Eng. |
| Inspection of two municipal bridges; three-span concrete slab-on-girder bridges All inspections were carried out in conformance with the requirements of OSIM. We also carried out a detailed structural evaluation for each bridge. The evaluations were performed in accordance with the Canadian Highway Bridge Design Code CAN/CSA S6-06. | | | | |

4.3 Engineering Software to be utilized for the Deliverables

EXP works with Microsoft Office, AutoCad, Civil 3D, Open Roads, AutoTurn, PowerCivil, SewerGEMS, WaterGEMS and StormCAD to provide our clients with innovative solutions and quality projects. For this project, any detailed work required would be undertaken in AutoCad and Civil 3D.

5 Work Plan

To complete this project EXP proposes a work plan to include the project initiation meeting, the bridge and culvert inspections, followed by the detailed roof inspections, should those provisional tasks be included in the assignment.

5.1 Project Initiation

Upon acceptance of our proposal, EXP is prepared to enter into a Consultant Agreement with the City. The agreement will include an upset limit of our fees related to the Scope of Work identified in this proposal.

Following the Start-up Meeting with City staff and having clarified any specific needs or concerns that the City may have, EXP will review any previous Inspection Reports and all other relevant documentation that is available. A review of EXP's and the City's Health and Safety Policies and Procedures will also ensure that our field staff are aware of any hazards that they may be exposed to and are equipped with the required equipment while working on the assignment.

5.2 Bridge and Culvert Inspections

The bridge and culvert inspections will be carried out by one of our Civil / Structural Engineers. The procedures used will be in conformance to the typical inspection requirements of the OSIM.

All readily accessible components will be inspected. Structural steel components will be examined for corrosion, deformation, cracks and any other signs of distress. Concrete elements will be inspected for cracks, scaling, spalling or any other surface deterioration. Structural timber components including timber crib members (where present) will be examined for rot or decay, cracking, crushing at bearing points, as well as insect and fire damage. Suspected rot or decay areas will be further confirmed with sounding and coring techniques. Timber crib structures above grade will be inspected for settlement, horizontal movement, plumbness and overall stability.

Recommendations for repair, maintenance or replacement will be included in the detailed report and digital photographs will be taken to adequately describe the structure and any defects that may have been found.

5.3 Roof Inspections and Evaluation

Should the City opt to include the roof inspections in the work assignment, they will be carried out by one of our Senior Engineers and a Technician / Technologist. The roof systems will be reviewed with reference to the latest release of the Canadian Roofing Contractors Association Manual of Standard Practice (CRCA Manual). Details of the existing roofing, membranes, flashing, roof top unit curbs and sleepers and general roof penetrations will be documented and evaluated as to their potential life expectancy.

Recommendations for repair, maintenance or replacement will be included in the detailed report and digital photographs will be taken to adequately describe the roofing material, structure and any defects that may have been found.

6 Final Report

6.1 Inspections and Evaluations

The findings of our visual site inspections, site photographs, completed OSIM (or EXP) inspection forms and recommendations on improvements and the estimated implementation costs for each structure and roof (if required) will be presented in a “Draft” of the Final Inspection Report.

Following the City’s review and approval of the contents of the draft report, EXP will then prepare and submit the final report, stamped by a Professional Engineer licensed in the Province of Ontario.

6.2 Deliverables

All deliverables in media format and the number of copies as identified in the RFP document will be submitted to the City on or before the scheduled submission date. All final reports will be stamped by a Professional Engineer licensed to practice in the Province of Ontario.

These deliverables will include:

- Two (2) hard copies of the draft report,
- Two (2) hard copies and one (1) electronic copy of the final report or as requested by the City.

7 Schedule

The following completion dates of major activities, in conformance to the requirements of the Request for Proposal document, are proposed:

| | |
|--|-----------------------------------|
| Award of Project (Estimated) | February 20 th , 2024 |
| Field Inspections Completed | June 29 th , 2024 |
| Draft Submitted for City Review | August 3 rd , 2024 |
| City’s Comments and Approval by Received by EXP | August 31 st , 2024 |
| Final Report Submitted | September 28 th , 2024 |

8 Fee Proposal

A comprehensive analysis of the services to be provided for the Project has been undertaken and an estimate of cost has been prepared for the work as outlined in Appendix 'C'. All cost estimates for our services are calculated on a time basis, plus expenses.

Based upon the information provided with respect to data gathering, analysis and deliverables methodology described in the previous sections, we hereby estimate the lump sum fees to be;

Excluding Provisional Items: \$11,745.00 (Excluding HST)

Including Provisional Items: \$17,960.00 (Excluding HST)

Disbursements will be charged at standard company rates.

9 Closure

We trust our proposal is satisfactory for your consideration and look forward to being of service to the City of Temiskaming Shores on this project.

Should you have any questions or require any additional information regarding our submission, please do not hesitate to contact our office.

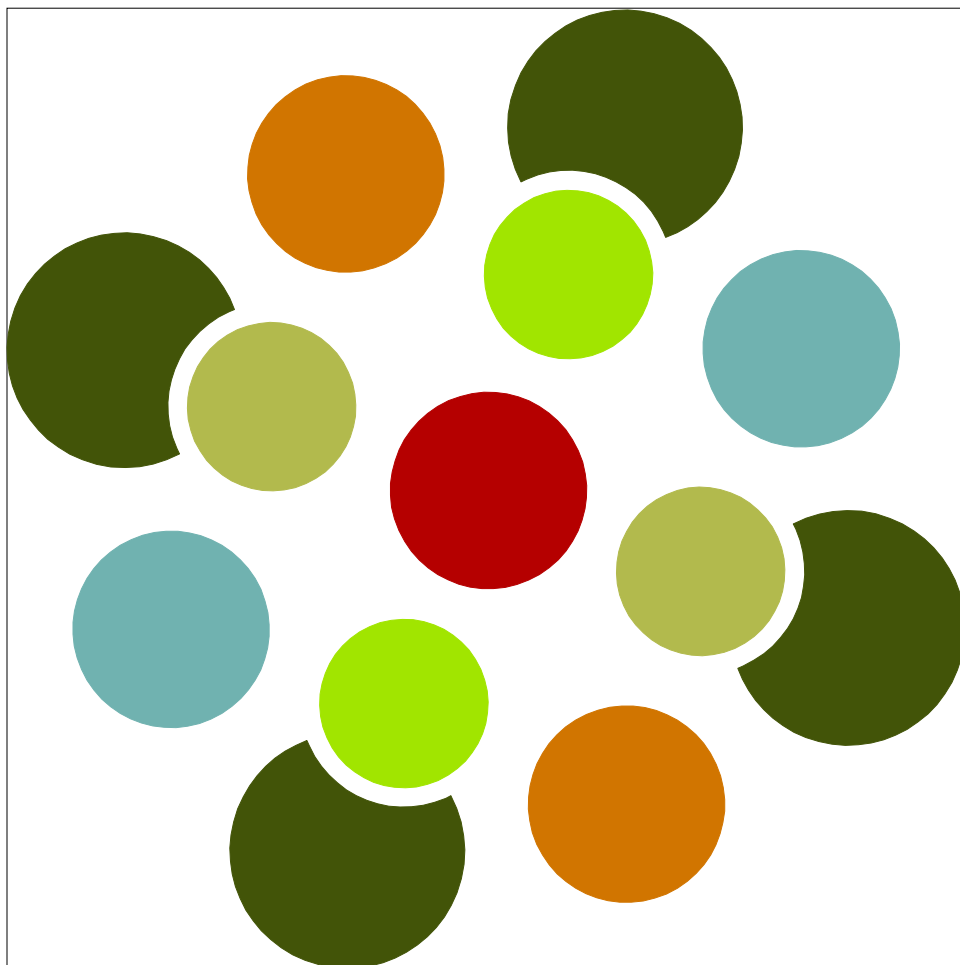
Sincerely,
EXP Services Inc.



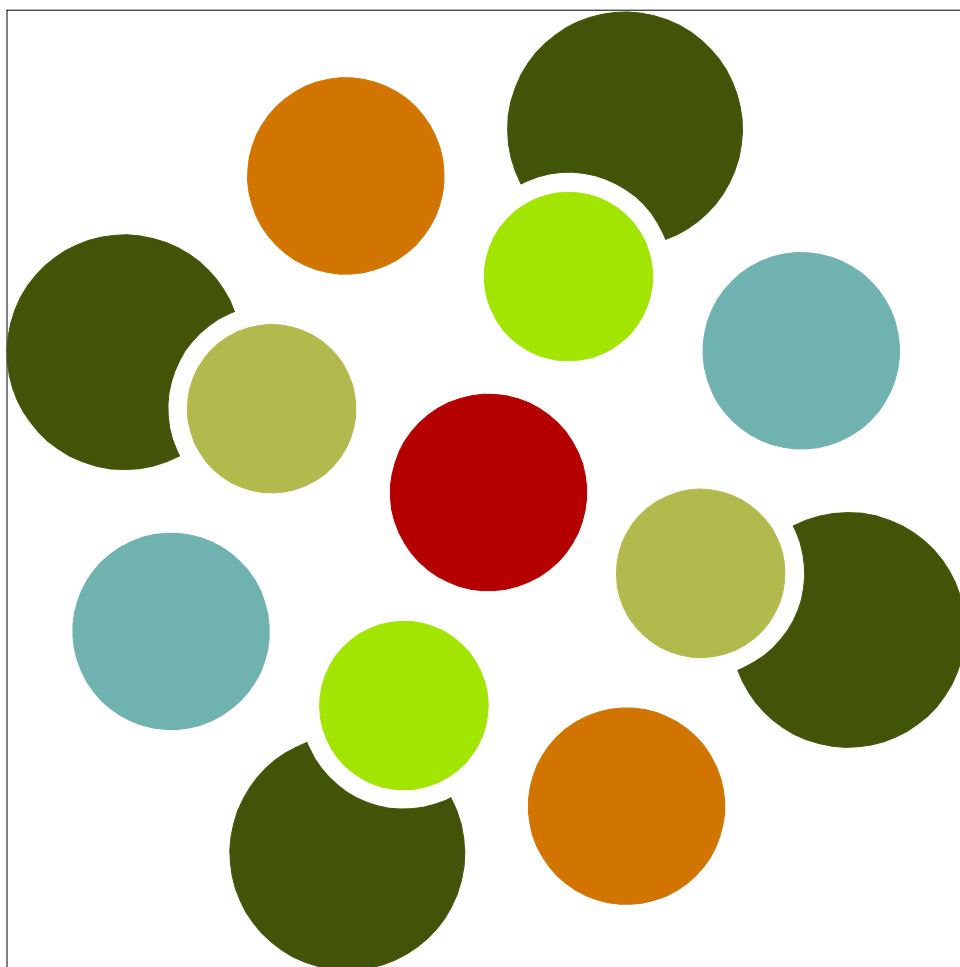
Prepared by:
G. Douglas Walsh, C.E.T.
Infrastructure Team Lead

Attachments: Appendix 'A' – Resumes
Appendix 'B' - City Submission Forms
Appendix 'C' – Project Cost Estimate

APPENDIX 'A' - Resumes



APPENDIX 'B' – City Submission Forms



City of Temiskaming Shores
PW-RFP-001-2024
Eng. Services – Bridges, Culverts, and Roof Inspections
Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, EXP Services Inc.

(Registered Company Name/Individuals Name)

Of, 310 Whitewood Avenue West, New Liskeard, ON, P0J 1P0

(Registered Address and Postal Code)

Phone Number: 705-647-4311

Email: douglas.walsh@exp.com

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

Lump Sum Price, excluding Provisional items

\$11,745.00

Lump Sum Price, including Provisional items

\$17,960.00

Taxes extra

Days to deliver once awarded:


159 work days

Acknowledgement of Addenda

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

Bidder's Authorized Official: G. Douglas Walsh, C.E.T.

Title: Infrastructure Team Lead

Signature: 

Date: January 25, 2024

Form 1 to be submitted.

City of Temiskaming Shores
PW-RFP-001-2024
Eng. Services – Bridges, Culverts, and Roof Inspections
Non-Collusion Affidavit

I/ We G.Douglas Walsh, EXP Services Inc. the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: New Liskeard, ON this 25 day of January, 2024.

Bidder's Authorized Official: G. Douglas Walsh, C.E.T.

Title: Infrastructure Team Lead

Signature: 

Date: January 25, 2024

Form 2 to be submitted.

City of Temiskaming Shores
PW-RFP-001-2024
Eng. Services – Bridges, Culverts, and Roof Inspections
Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

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

Dated at: New Liskeard, ON this 25 day of January, 2024.

Signature:



Bidder's Authorized Official:

G. Douglas Walsh, C.E.T.

Title:

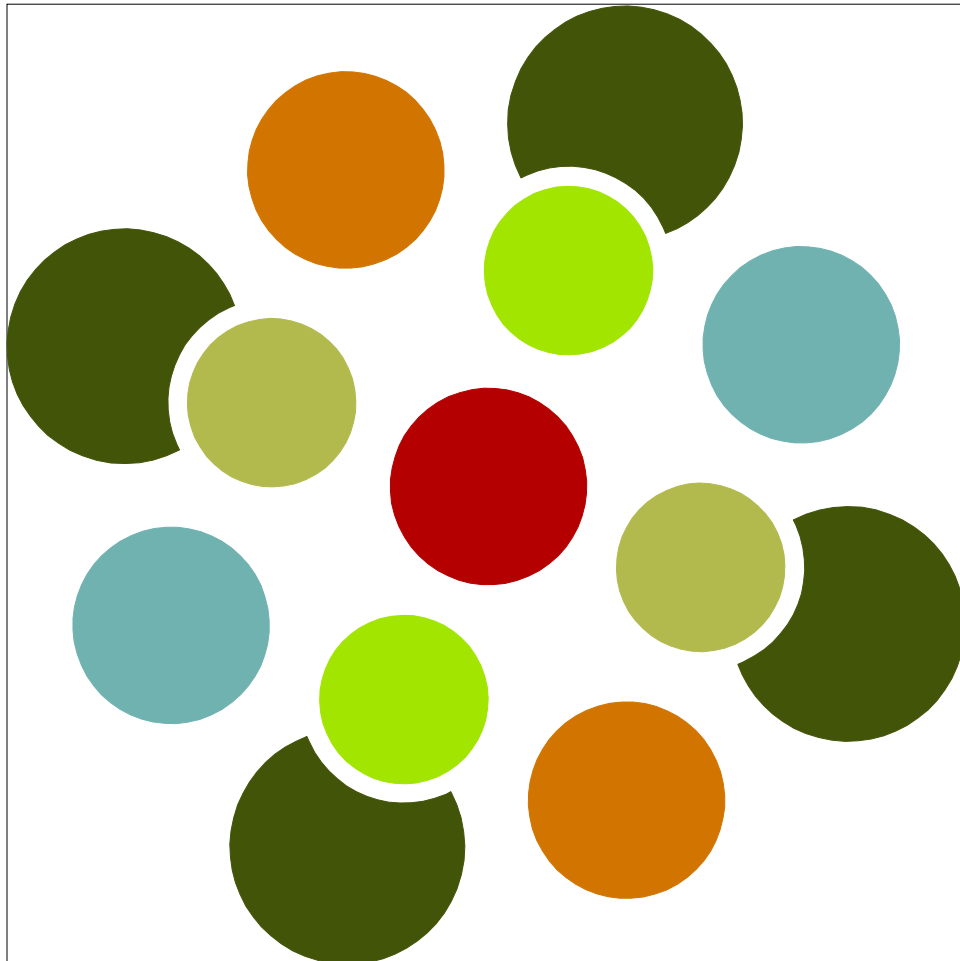
Infrastructure Team Lead

Company Name:

EXP Services Inc.

Form 3 to be submitted.

APPENDIX 'C' – Cost Estimate



Cost Estimate and Time Allotment Matrix

Project: 2024 Bridge & Culvert Inspections
Client: The Corporation of the City of Temiskaming Shores
EXP Project No.: 999-23014483-PP



| | Stephen Ho | | Douglas Walsh | | Nolan Dombroski | | Chad Chenette | | Eric Leveille | | | | | |
|--|---|--|---------------------------------|--|-------------------------------|--|-------------------------------|--|-----------------------------------|--|-----------------|--|---------------------|-------------------|
| DESCRIPTION of TASKS | Project Director M.Eng., P.Eng \$205 | | Project Manager C.E.T. \$165 | | Civil Engineer P.Eng \$205 | | Civil Engineer P.Eng \$125 | | Civil Technologist C.E.T. \$90 | | Disbursements | | TOTAL PROJECT COSTS | |
| | Hours Estimate Actual | | Hours Estimate Actual | | Hours Estimate Actual | | Hours Estimate Actual | | Hours Estimate Actual | | Estimate Actual | | Labour Estimate | Labour + Disb. |
| 1.0 Project Management | | | | | | | | | | | | | | |
| Project Start-Up | | | 1 | | | | 1 | | | | | | \$ 290 | \$ 290 |
| Project Administration | | | 1 | | | | | | | | | | \$ 165 | \$ 165 |
| Collection of Information | | | | | | | | | 2 | | | | \$ 180 | \$ 180 |
| 2.0 Bridge, and Culvert Inspections | | | | | | | | | | | | | | |
| Site Inspections | | | | | | | 24 | | 24 | | | | \$ 5,160 | \$ 5,160 |
| Complete OSIM Forms | | | | | | | | | 8 | | | | \$ 720 | \$ 720 |
| 3.0 Report and Review | | | | | | | | | | | | | | |
| Prepare Draft Report and Review OSIM Forms | | | | | 2 | | 6 | | 8 | | | | \$ 1,880 | \$ 1,880 |
| Prepare Cost Estimates for Deficiencies | 1 | | | | 2 | | 4 | | 4 | | | | \$ 1,475 | \$ 1,475 |
| Submit Reports to City for Comment | | | | | | | 2 | | 2 | | | | \$ 430 | \$ 430 |
| City / Consultant Review Meeting | | | 1 | | | | 1 | | | | | | \$ 290 | \$ 290 |
| Finalize Report | 1 | | 1 | | 1 | | 2 | | 2 | | | | \$ 1,005 | \$ 1,005 |
| 4.0 Disbursements | | | | | | | | | | | | | | |
| Project Disbursements | | | | | | | | | | | \$ 150 | | \$ - | \$ 150 |
| | 2 | | 4 | | 5 | | 40 | | 50 | | \$ 150.00 | | \$ 11,595.00 | \$ 11,745.00 |
| Total (Excl. HST) | | | | | | | | | | | | | \$ | 11,745.00 |

Cost Estimate and Time Allotment Matrix

Project: 2024 Provisional Building / Roof Inspections
Client: The Corporation of the City of Temiskaming Shores
EXP Project No.: 999-23014483-PP



| | Stephen Ho | | Douglas Walsh | | Nolan Dombroski | | Chad Chenette | | Eric Leveille | | | | | |
|---|---|--|---------------------------------|--|-------------------------------|--|-------------------------------|--|-----------------------------------|--|---------------|--------|---------------------|----------------|
| DESCRIPTION of TASKS | Project Director M.Eng., P.Eng \$205 | | Project Manager C.E.T. \$165 | | Civil Engineer P.Eng \$205 | | Civil Engineer P.Eng \$125 | | Civil Technologist C.E.T. \$90 | | Disbursements | | TOTAL PROJECT COSTS | |
| PROVISIONAL TASKS | Hours Estimate Actual | | Hours Estimate Actual | | Hours Estimate Actual | | Hours Estimate Actual | | Hours Estimate Actual | | Estimate | Actual | Labour Estimate | Labour + Disb. |
| 1.0 Project Management | | | | | | | | | | | | | | |
| Project Start-Up | | | | | | | | | | | | | \$ - | |
| Project Administration | | | 2 | | | | | | | | | | \$ 330 | \$ 330 |
| Collection of Information | | | | | | | | | 2 | | | | \$ 180 | \$ 180 |
| 2.0 Building & Roof Inspections | | | | | | | | | | | | | | |
| Site Inspections | | | | | | | 8 | | 8 | | | | \$ 1,720 | \$ 1,720 |
| Complete Inspection Forms | | | | | | | 2 | | 4 | | | | \$ 610 | \$ 610 |
| 3.0 Report and Review | | | | | | | | | | | | | | |
| Prepare Draft Report and Review Forms | | | | | 1 | | 4 | | 6 | | | | \$ 1,245 | \$ 1,245 |
| Prepare Cost Estimates for Deficiencies | | | | | 1 | | 3 | | 3 | | | | \$ 850 | \$ 850 |
| Submit Reports to City for Comment | | | | | | | 1 | | 1 | | | | \$ 215 | \$ 215 |
| City / Consultant Review Meeting | | | 1 | | | | 1 | | | | | | \$ 290 | \$ 290 |
| Finalize Report | 1 | | | | 1 | | 1 | | 1 | | | | \$ 625 | \$ 625 |
| 4.0 Disbursements | | | | | | | | | | | | | | |
| Project Disbursements | | | | | | | | | | | \$ 150 | | \$ - | \$ 150 |
| | 1 | | 3 | | 3 | | 20 | | 25 | | \$ 150.00 | | \$ 6,065.00 | \$ 6,215.00 |
| Total (Excl. HST) | | | | | | | | | | | | | \$ 6,215.00 | |



Appendix 02 to
Schedule "A" to

By-law No. 2024-014

Terms and Conditions



TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to
The Corporation of the City of Temiskaming Shores dated January 31st, 2024 (the "Proposal")
for RFP PW-RFP-001-2024 Engineering Services, Bridges, Culverts and Roof Inspections (the "Project").*

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore, CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed. CLIENT agrees to bring any claims against the CONSULTANT, not any individual employees of the CONSULTANT.
11. **CONSEQUENTIAL DAMAGES.** CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.
12. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
13. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all drawings, plans, models, designs, reports, photos, studies and other data (the "Deliverables") required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT, who grants to the CLIENT a non-exclusive, perpetual, non-transferable and royalty-free license (the "License") to use, disclose and reproduce the Deliverables solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
14. **THIRD PARTY DISCLAIMER.** Any report prepared in connection with the Services are for the sole benefit of the CLIENT. CONSULTANT's report may not be used by any other person or entity without the express written consent of the CLIENT and CONSULTANT. Third parties are subject to the same limit of liability as agreed to in this Agreement by the Client. Any use which a third party makes of CONSULTANT'S report, or any reliance on decisions made based on it, are the responsibility of such third parties. CONSULTANT accepts no responsibility for damages, if any suffered by any third party as a result of decisions made or actions taken based on this report.
15. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
16. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other by-products that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
17. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
18. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
19. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
20. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario

The Corporation of the City of Temiskaming Shores

By-law No. 2024-015

**Being a by-law to enter into an agreement with Pedersen
Construction (2013) Inc. for the replacement and installation of
concrete walkways at the Spurline Building**

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

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

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

Whereas Council considered Administrative Report No. RS-001-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, for consideration at the February 20, 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 authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-015

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the replacement and installation of concrete walkways at the Spurline Building

This agreement made this 20th day of February, 2024.

Between:

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

And

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Spurline Concrete
Request for Quotation No. RS-RFQ-001-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement; and
- c) Complete, as certified by the Director of Recreation, all the work by **June 28, 2024.**
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **sixty-nine thousand, forty dollars and zero cents (\$69,040.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pedersen Construction (2013) Inc.
177246 Bedard Road
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Director of Recreation:

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

Remainder of Page left Blank Intentionally

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

Signed and Sealed in
the presence of

Pedersen Construction (2013) Inc.

Karl Pedersen, President

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2024-015

Form of Agreement

**City of Temiskaming Shores
RS-RFQ-001-2024
Spurline Concrete Pathways**

Form of Quotation

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

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

| Description | Amount |
|--|---------------------|
| Lump Sum Price (exclusive of HST) – Section A | \$ 19,550.00 |
| Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F | \$ 49,490.00 |
| Total (exclusive of HST): | \$ 69,040.00 |

| | |
|-------------------------------------|---------------|
| Estimated Mobilization Date: | May 13, 2024 |
| Estimated Completion Date: | June 14, 2024 |

Acknowledgement of Addenda

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

**City of Temiskaming Shores
RS-RFQ-001-2024
Spurline Concrete Pathways
Form of Quotation (Cont'd)**

Company Name: Pedersen Construction (2013) Inc.

Contact Name (Print): Karl Pedersen

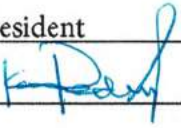
Mailing Address: 177246 Bedard Rd. New Liskeard, ON P0J 1P0

Phone Number: 705-647-6223

Email Address: kpedersen@pedersenconstruction.ca

Bidders Authorized
Official (Print) Karl Pedersen

Title President

Authorizing Signature 

Date: January 30, 2024

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFQ-001-2024
Spurline Concrete Pathways**

Non-Collusion Affidavit

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

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

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

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

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

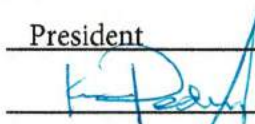
Bidders Authorized Official
(Print)

Karl Pedersen

Title

President

Signature



Date:

January 30, 2024

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFQ-001-2024
Spurline Concrete Pathways
Conflict of Interest Declaration**

Please check appropriate response:

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

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

List Situations:

| |
|----------------|
| Not Applicable |
| |
| |
| |

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

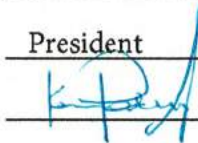
Bidders Authorized Official
(Print)

Karl Pedersen

Title

President

Signature



Date:

January 30, 2024

Form 3 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-016

Being a by-law to amend By-law No. 2023-119 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041) – Amendment No. 1

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

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

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

Whereas Council entered into a funding agreement with the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041), through By-law No. 2023-119 on November 21, 2023; and

Whereas Council considered Memo No. 005-2024-CS at the February 6, 2024 Committee of the Whole meeting, and:

1. Delegated authority to the Clerk to sign the PDAC Funding Agreement Amendment No. 1, with the Federal Economic Development Agency for Northern Ontario (Fednor), to increase marketing requirements at no additional cost to the City; and
2. Directed staff to prepare the necessary by-law to amend By-law No. 2023-119 being an agreement with FedNor for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto, to confirm an increase in the marketing budget by \$53,750, for consideration at the February 20, 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 hereby confirms the Northern Ontario Mining Showcase at PDAC 2024 Funding Agreement Amendment No. 1 (852-515041).

2. That Schedule A to By-law No. 2023-119, be hereby amended by the Amending Agreement, a copy of which is hereto attached as Schedule A and forms part of this by-law.
3. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-016

Being a by-law to amend By-law No. 2023-119 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041) –
Amendment No. 1



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

January 15, 2024
Project Number: 852-515041

Mr. James Franks
Economic Development Officer
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mr. Franks:

**Re: Northern Ontario Mining Showcase at PDAC 2024
Amendment Number: 1**

As a result of the need for funds to create banners with new logos, and further videography needs for the above project and in response to your request dated January 8, 2023, FedNor is prepared to amend our Contribution agreement of November 1, 2023 as follows:

Delete: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$728,000 of the Project outlined in Annex 1, and
- b) \$728,000.

Substitute: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$781,750 of the Project outlined in Annex 1, and
- b) \$781,750.

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

| | | | |
|-----------------------|------------------|-----------------------|------------------|
| <u>Project Costs:</u> | | <u>Financing:</u> | |
| Eligible Costs | | FedNor | \$728,000 |
| - Supported | \$728,000 | Other Federal | |
| - Not Supported | \$60,000 | Provincial | |
| Ineligible Costs | | Municipal | |
| | | Financial Institution | |
| | | Recipient | \$60,000 |
| | | Other | |
| Total | <u>\$788,000</u> | | <u>\$788,000</u> |

| | | | |
|-------------------------------|------------------|----------------------|------------------|
| | <u>Supported</u> | <u>Not Supported</u> | <u>Total</u> |
| <u>Eligible Costs:</u> | | | |
| Event Facility Rental | \$335,000 | \$60,000 | \$395,000 |
| Event Costs - Other | \$270,000 | | \$270,000 |
| Consulting Fees | \$75,000 | | \$75,000 |
| Marketing/Promotion | \$30,000 | | \$30,000 |
| Travel | \$18,000 | | \$18,000 |
| TOTAL ELIGIBLE COSTS | <u>\$728,000</u> | <u>\$60,000</u> | <u>\$788,000</u> |
| <u>Ineligible Costs:</u> | | | |
| | | | |
| TOTAL INELIGIBLE COSTS | | | |
| TOTAL PROJECT COSTS | | | <u>\$788,000</u> |

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

| <u>Project Costs:</u> | | <u>Financing:</u> | |
|-----------------------|------------------|-----------------------|------------------|
| Eligible Costs | | FedNor | \$781,750 |
| - Supported | \$781,750 | Other Federal | |
| - Not Supported | \$60,000 | Provincial | |
| Ineligible Costs | | Municipal | |
| | | Financial Institution | |
| | | Recipient | \$60,000 |
| | | Other | |
| Total | <u>\$841,750</u> | | <u>\$841,750</u> |

| | <u>Supported</u> | <u>Not Supported</u> | <u>Total</u> |
|-------------------------------|------------------|----------------------|------------------|
| <u>Eligible Costs:</u> | | | |
| Event Facility Rental | \$335,000 | \$60,000 | \$395,000 |
| Event Costs - Other | \$270,000 | | \$270,000 |
| Consulting Fees | \$75,000 | | \$75,000 |
| Marketing/Promotion | \$83,750 | | \$83,750 |
| Travel | \$18,000 | | \$18,000 |
| TOTAL ELIGIBLE COSTS | <u>\$781,750</u> | <u>\$60,000</u> | <u>\$841,750</u> |
| <u>Ineligible Costs:</u> | | | |
| | | | |
| TOTAL INELIGIBLE COSTS | | | |
| TOTAL PROJECT COSTS | | | <u>\$841,750</u> |

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Guy Paquette toll-free at 1-877-333-6673 ext. 8221 or 705-471-8221 in our North Bay office.

Yours sincerely,

Perreault, Lucie

Digitally signed by Perreault,
Lucie
Date: 2024.01.15 16:05:03 -05'00'

Lucie Perreault
Executive Director
Federal Economic Development Agency for Northern Ontario (FedNor)

The Corporation of the City of Temiskaming Shores

Project Number: 852-515041

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

The Corporation of The City of Temiskaming Shores

By-Law Number 2024-017

A By-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for the long-term financing of certain capital work(s) of The Corporation of the City of Temiskaming Shores (the “Municipality”); and to authorize the entering into of a Rate Offer Letter Agreement pursuant to which the Municipality will issue debentures to OILC

Whereas the Municipal Act, 2001 (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas the Council of the Municipality has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“**Schedule “A”**”) authorizing the capital work(s) described in column (2) of Schedule “A” (“**Capital Work(s)**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A” , subject in each case to approval by OILC of the long-term financing for such Capital Work(s) requested by the Municipality in the Application as hereinafter defined; and

Whereas before the Council of the Municipality approved the Capital Work(s) in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, and determined that the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, did not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Land Tribunal pursuant to the Regulation, was not required before any such Capital Work was authorized by the Council of the Municipality; and

Whereas subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

Whereas the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act; and

Whereas OILC has invited Ontario municipalities desirous of obtaining long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make

application to OILC for such financing by completing and submitting an application in the form provided by OILC; and

Whereas the Municipality has completed and submitted or is in the process of submitting an application to OILC, as the case may be to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC, substantially in the form of Schedule "B" hereto and forming part of this By-law (the "**Application**"); and

Whereas OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be; and

Whereas at least five (5) business days prior to the passing of the debenture by-law in connection with the issue of Debentures as defined below, OILC will provide the Municipality with a rate offer letter agreement substantially in the form as provided to the Municipality on or prior to the date of this By-law (the "**Rate Offer Letter Agreement**").

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

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the long-term financing of the Capital Work(s) in the maximum principal amount of \$4,213,950.52, with such changes thereon as such authorized official may hereafter, approve such execution and delivery to be conclusive evidence of such approval.
2. The Mayor and the Treasurer are hereby authorized to execute and deliver for and on behalf of the Municipality the Rate Offer Letter Agreement under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. Subject to the terms and conditions of the Rate Offer Letter Agreement, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Rate Offer Letter Agreement (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under

the Debentures (the “**Obligations**”) and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Debentures issued pursuant to the Rate Offer Letter Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
6.
 - (a) The Mayor and the Treasurer are hereby authorized to execute and deliver the Rate Offer Letter Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the terms and conditions that apply to the Municipality as set out in the Rate Offer Letter Agreement and to perform the Obligations of the Municipality under the Debentures, and the Treasurer is authorized to affix the Municipality’s municipal seal to any such documents and papers.
 - (b) The money realized in respect of the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
7. This By-law takes effect on the day of passing.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk

**Schedule “A”
to By-Law Number 2024-017
(Capital Work(s))**

| (1) | (2) | (3) | (4) |
|----------------------------------|--|---|---------------------------|
| <u>By-Law Number</u> | <u>Description of Capital Work</u> | <u>Estimated Expenditure</u> | <u>Loan Amount</u> |
| 2022-088 2023-043 | New Liskeard Landfill Site | \$3,202,552.21 | \$1,028,870.28 |
| 2022-074 | Snow Blower Attachments (2) | \$330,215.29 | \$330,215.29 |
| 2022-088 2023-043 | Grant Drive Extension | \$1,303,207.59 | \$413,429.00 |
| 2021-082 2022-088 2023-043 | New Fire Station – Haileybury | \$2,867,765.15 | \$855,077.48 |
| 2023-043 | Albert Street Full Reconstruction – Phase 1 | \$4,391,252.00 | \$1,043,727.00 |
| 2021-082 2022-088 2023-043 | ICI Water Meters | \$656,100.66 | \$542,631.47 |

**Schedule “B” OILC Application
to By-Law Number 2024-017**

Webloans Loan Application PDF

FA Number 1889

Application for Temiskaming Shores, The Corporation of The City of

Projects

| Loan Application ID | Project Name | Construction/Purchase Start | Construction/Purchase End | Project Cost | OILC Loan Amount |
|---------------------|---|-----------------------------|---------------------------|----------------|------------------|
| 890 | New Liskeard Landfill Site | 10/01/2022 | 09/30/2023 | \$3,202,552.21 | 1,028,870.28 |
| 890 | Snow Blower Attachments 2 | 04/19/2022 | 11/18/2022 | \$330,215.29 | 330,215.29 |
| 890 | Grant Drive Extension | 03/01/2022 | 08/31/2023 | \$1,303,207.59 | 413,429.00 |
| 890 | New Fire Station Hlby | 12/01/2020 | 09/30/2023 | \$2,867,765.15 | 855,077.48 |
| 890 | Albert Street Full Reconstruction Phase 1 | 06/01/2023 | 09/30/2023 | \$4,391,252.00 | 1,043,727.00 |
| 890 | ICI Water Meters | 05/04/2021 | 12/31/2023 | \$656,100.66 | 542,631.47 |

Details of Project New Liskeard Landfill Site

Project Category Waste Management Infrastructure

Project Name New Liskeard Landfill Site

Construction/Purchase Start 10/01/2022

Construction/Purchase End 09/30/2023

Energy Conservation ☐

Project Address 1 704165 Rockley Road

Project Address 2

City / Town New Liskeard

Province ON

Postal Code P0J1P0

Description

In 2022, Council approved the NL landfill expansion as a multi-year capital project . Construction commenced in October of 2022 and was completed in fall of 2023. Year 1 of the multi-year project consisted of an agreement for the design, Environmental Compliance Approval (ECA) submission and tender document preparation. Year 2 consisted of placement of asphalt, construction of landfill storage building, waste storage bins and the installation of the scale. Capping of the Haileybury landfill is anticipated to be completed in 2024 as a separate capital project.

Comments and/or Special Requests

Useful Life of Asset (Years)

25

Project Financial Information

Type of Financing

Long-term only

Payment Frequency

Quarterly

Project Cost (A)

\$3,202,552.21

Other Project Funding / Financing (B):

| Description | Timing | Amount |
|-------------|----------|----------------|
| Reserves | Existing | \$2,173,681.93 |

Other Project Funding/Financing Total (B)

\$2,173,681.93

OILC Loan Amount (A-B)

\$1,028,870.28

Only include long-term borrowing in this section

| Required Date | Amount | Term | Type |
|---------------------------|----------------|------|--------|
| 03/01/2024 | \$1,028,870.28 | 15 | Serial |
| Long-term Borrowing Total | \$1,028,870.28 | | |

Details of Project Snow Blower Attachments 2

Project Category

Municipal Other Infrastructure

Work Type

Others

Other Description

Fleet

Project Name

Snow Blower Attachments 2

Construction/Purchase Start

04/19/2022

Construction/Purchase End

11/18/2022

Energy Conservation



Project Address 1

325 Farr Drive

Project Address 2

PO Box 2050

City / Town

Haileybury

Province

Ontario

Postal Code

P0J 1K0

Description

Purchase of 2 Snow Blower attachments to assist with winter maintenance operations. The previous blower was operationally deficient and affected the City ability to maintain established service levels.

Comments and/or Special Requests

Useful Life of Asset (Years)

10

Project Financial Information

Type of Financing

Long-term only

Payment Frequency

Quarterly

Project Cost (A)

\$330,215.29

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B)

\$0.00

OILC Loan Amount (A-B)

\$330,215.29

Only include long-term borrowing in this section

| Required Date | Amount | Term | Type |
|---------------------------|--------------|------|--------|
| 06/15/2024 | \$330,215.29 | 5 | Serial |
| Long-term Borrowing Total | \$330,215.29 | | |

Details of Project Grant Drive Extension

Project Category

Municipal Roads Infrastructure

Project Name

Grant Drive Extension

Construction/Purchase Start

03/01/2022

Construction/Purchase End

08/31/2023

Energy Conservation

☐

Project Address 1

Grant Drive

Project Address 2

City / Town

New Liskeard

Province

ON

| | |
|----------------------------------|---|
| Postal Code | P0J1P0 |
| Description | This project consisted of the construction of an extension on Grant Drive which would provide better access to current and future development in that area. This project was supported by Council in 2021. The project was completed over 2 years. Costs for the turning lane were shared at 50%. |
| Comments and/or Special Requests | |
| Useful Life of Asset (Years) | 15 |

Project Financial Information

| | |
|-------------------|----------------|
| Type of Financing | Long-term only |
| Payment Frequency | Quarterly |
| Project Cost (A) | \$1,303,207.59 |

Other Project Funding / Financing (B):

| Description | Timing | Amount |
|---|----------|--------------|
| Levies | Existing | \$289,778.59 |
| Reserves | Existing | \$600,000.00 |
| Other Project Funding/Financing Total (B) | | \$889,778.59 |
| OILC Loan Amount (A-B) | | \$413,429.00 |

Only include long-term borrowing in this section

| Required Date | Amount | Term | Type |
|---------------------------|--------------|------|--------|
| 06/15/2024 | \$413,429.00 | 10 | Serial |
| Long-term Borrowing Total | \$413,429.00 | | |

Details of Project New Fire Station Hlby

| | |
|-----------------------------|--------------------------------|
| Project Category | Municipal Other Infrastructure |
| Work Type | Others |
| Other Description | New Fire Station - Hlby |
| Project Name | New Fire Station Hlby |
| Construction/Purchase Start | 12/01/2020 |
| Construction/Purchase End | 09/30/2023 |

Energy Conservation



Project Address 1

25 Rorke Avenue

Project Address 2

City / Town

Haileybury

Province

ON

Postal Code

P0J 1K0

Description

Construction of a new fire station in Haileybury to replace Station 1 which had reached its life expectancy. The Ontario Fire Marshal's (OFM) Office was contacted for assistance and expertise in the development of the study. The new site met the criteria as recommended by the OFM.

Comments and/or Special Requests

Useful Life of Asset (Years)

50

Project Financial Information

Type of Financing

Long-term only

Payment Frequency

Quarterly

Project Cost (A)

\$2,867,765.15

Other Project Funding / Financing (B):

Description

Timing

Amount

Taxation

Existing

\$30,000.00

Reserves/Funding

Existing

\$1,982,687.67

Other Project Funding/Financing Total (B)

\$2,012,687.67

OILC Loan Amount (A-B)

\$855,077.48

Only include long-term borrowing in this section

Required Date

Amount

Term

Type

08/01/2024

\$855,077.48

20

Serial

Long-term Borrowing Total

\$855,077.48

Details of Project Albert Street Full Reconstruction Phase 1

Project Category

Municipal Roads Infrastructure

| | |
|----------------------------------|--|
| Other Description | Albert Street Reconstruction |
| Project Name | Albert Street Full Reconstruction Phase 1 |
| Construction/Purchase Start | 06/01/2023 |
| Construction/Purchase End | 09/30/2023 |
| Energy Conservation | <input type="checkbox"/> |
| Project Address 1 | Albert Street |
| Project Address 2 | |
| City / Town | Haileybury |
| Province | ON |
| Postal Code | P0J 1K0 |
| Description | <p>The portion of street in question, between Rorke and Bruce, was covered in shatter cracks, longitudinal cracks, potholes and patches. There was no Storm infrastructure in place. All surrounding streets have been upgraded to include catch basins and buried storm pipe except Albert. Albert Street watermain did not meet the Ontario provincial standard for depth. Sections of the watermain under the road were too close to the surface allowing frost to penetrate the watermain and completely freeze it. Prior to the project being approved, the City had to replace 40' of watermain to remove the frozen section and get residents their water back. Albert Street ranks in the lowest section of the Pavement condition index. Both the Sanitary and Water mains were installed in 1923 - 100 years old. Between Bruce and Georgina was one of the last connecting links of the STATO path. This project was approved as a multi-year project with a total expected cost of \$4,391,252.00.</p> |
| Comments and/or Special Requests | |
| Useful Life of Asset (Years) | 50 |

Project Financial Information

| | |
|-------------------|----------------|
| Type of Financing | Long-term only |
| Payment Frequency | Quarterly |
| Project Cost (A) | \$4,391,252.00 |

Other Project Funding / Financing (B):

| Description | Timing | Amount |
|---|----------|----------------|
| Capital Levy | Existing | \$878,563.00 |
| Reserves | Existing | \$1,707,010.00 |
| Funding | Existing | \$761,952.00 |
| Other Project Funding/Financing Total (B) | | \$3,347,525.00 |
| OILC Loan Amount (A-B) | | \$1,043,727.00 |

Only include long-term borrowing in this section

| Required Date | Amount | Term | Type |
|---------------------------|----------------|------|--------|
| 10/01/2024 | \$1,043,727.00 | 20 | Serial |
| Long-term Borrowing Total | \$1,043,727.00 | | |

Details of Project ICI Water Meters

| | |
|----------------------------------|---|
| Project Category | Municipal Other Infrastructure |
| Work Type | Others |
| Other Description | ICI Water Meters |
| Project Name | ICI Water Meters |
| Construction/Purchase Start | 05/04/2021 |
| Construction/Purchase End | 12/31/2023 |
| Energy Conservation | <input checked="" type="checkbox"/> |
| Project Address 1 | 325 Farr Drive |
| Project Address 2 | |
| City / Town | Haileybury |
| Province | ON |
| Postal Code | P0J 1K0 |
| Description | Installation of water meters within the industrial, commercial and institutional sectors including multi-residential buildings of 3+ units. |
| Comments and/or Special Requests | |
| Useful Life of Asset (Years) | 15 |

Project Financial Information

| | |
|-------------------|----------------|
| Type of Financing | Long-term only |
| Payment Frequency | Quarterly |
| Project Cost (A) | \$656,100.66 |

| Description | Timing | Amount |
|---|----------|--------------|
| Capital Levy | Existing | \$113,469.19 |
| Other Project Funding/Financing Total (B) | | \$113,469.19 |
| OILC Loan Amount (A-B) | | \$542,631.47 |

| Required Date | Amount | Term | Type |
|---------------------------|--------------|------|--------|
| 10/01/2024 | \$542,631.47 | 10 | Serial |
| Long-term Borrowing Total | \$542,631.47 | | |

Has there been any new/undisclosed debt acquired since last FIR was submitted? ☒ Yes ☐ No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

| Category | Value |
|---------------------|---------|
| Taxation | 100.00 |
| User Fees | 0.00 |
| Service Charges | 0.00 |
| Development Charges | 0.00 |
| Connection Fees | 0.00 |
| Repayment Subsidies | 0.00 |
| Other | |
| | |
| Total | 100.00% |

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

Infrastructure Ontario

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The Corporation of the City of Temiskaming Shores

By-law No. 2024-018

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2024 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow from May 12 – 15, 2024 (Project No. 852-515030)

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

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

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

Whereas Council considered Administrative Report No. CS-005-2022 at February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario the Northern Ontario Mining Showcase at the 2024 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow held in Vancouver from May 12-15, 2024, should FedNor approve to lead the event, for consideration at the February 20, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase at the 2024 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) convention and tradeshow held in Vancouver from May 12 – May 15, 2024, in the amount of \$265,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments

do not create any financial liability for the City that is beyond a budget approved by Council.

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

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-018

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 852-515030



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 852-515030

THIS AGREEMENT made as of: February 7, 2024

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

**Corporation of the City of Temiskaming Shores
(the "Recipient")**

WHEREAS in response to an application from the Recipient received June 1, 2023, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 31, 2024 (the "Commencement Date") and is completed on or before August 31, 2024 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$265,000 of the Project outlined in Annex 1, and
- b) \$265,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to June 1, 2023 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to His Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
 - b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to His Majesty the King in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Agency), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to:

- a) make available communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences);
- b) actively offer in both official languages any activities or services to be provided or made available to the public by indicating clearly that they are available in English and French;
- c) provide in both official languages any services to be provided or made available to the public, and organizing activities, as appropriate, to meet the needs of both official language communities, recognizing that:
 - i) where a service is provided on an individual basis (e.g. one time transaction service), a uniform service may be provided in both official languages; and
 - ii) where a service involves a longer-term community development process or ongoing relationship with the Recipient; where regional characteristics must be taken into account; or where participation of the target population in the development or implementation of the service is required to meet the objectives, services or activities may need to take into account the particular needs of the Official Language Minority.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force 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;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to His Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 **General**

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to His Majesty the King in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.

- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (His Majesty the King in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of His Majesty the King in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Candice Flannigan
Trade Expansion and Export Development
Regional Economic Growth through Innovation

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. James Franks
Economic Development Officer
Corporation of the City of Temiskaming Shores
325 Farr Drive P.O. Box 2050
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-515030

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Perreault, Lucie

Digitally signed by Perreault, Lucie
Date: 2024.02.07 10:48:01 -05'00'

Per:

Name: Lucie Perreault

Title: Executive Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)

Date:

RECIPIENT

Per:

Name:

Title:

Date:

Per:

Name:

Title:

Date:

I/we have authority to bind Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: Corporation of the City of Temiskaming Shores

Project Number: 852-515030

I. PROJECT SCOPE

i) Description:

The City, with a non-repayable contribution of \$265,000, will increase exporting activities in Northern Ontario enterprises and organizations by organizing the Northern Ontario Mining Showcase (NOMS) pavilion during the CIM annual convention and trade show.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - January 31, 2024
- b) Completion Date - August 31, 2024

iv) Key Workplan Activities, Timelines and Milestones:

Key Project activities include: planning, securing facility and booths, marketing and promotion, administrative systems and services, directories, coordinate venue logistics (audio, visual, staging, scheduling and supports to firms), design venue, set-up and dismantle, and surveying and reporting.

v) Performance Measures and Tracking Plan:

This Project will:

- Support 20 or more firms to increase new business contacts, and clients leading to increased sales and growth.
- Encourage innovation by providing exposure to other technologies/products/competitors.
- Increase employment in the medium term.
- Strengthen community or business collaborations enhancing business or community development and investment attractions.
- Provide an opportunity for youth, female and Indigenous entrepreneurs and professionals within the industry to build relationships and their businesses.
- Showcase technologies such as battery electric vehicles, automation, environmental and internet of things being developed in Northern Ontario thus promoting the region's innovation capacity.

- Promotes Northern Ontario's mining reputation and encouraging mining development in this period of accelerated demand for critical minerals.

vi) Project Costs and Financing:

| <u>Project Costs:</u> | | <u>Financing:</u> | |
|-----------------------|------------------|-------------------|------------------|
| Eligible Costs | | FedNor | \$265,000 |
| - Supported | \$265,000 | Other Federal | \$0 |
| - Not Supported | \$12,500 | Provincial | \$0 |
| Ineligible Costs | \$0 | Municipal | \$0 |
| | | Financial | \$0 |
| | | Institution | \$0 |
| | | Recipient | \$0 |
| | | Other | \$12,500 |
| Total | <u>\$277,500</u> | | <u>\$277,500</u> |

| | <u>Supported</u> | <u>Not Supported</u> | <u>Total</u> |
|-------------------------------|------------------|----------------------|------------------|
| <u>Eligible Costs:</u> | | | |
| Event Facility Rental | \$87,500 | \$12,500 | \$100,000 |
| Event Pavilion Construction | \$140,000 | | \$140,000 |
| Event Costs Other | \$15,000 | | \$15,000 |
| Event Marketing and Promotion | \$5,000 | | \$5,000 |
| Consulting Fees | \$10,000 | | \$10,000 |
| Travel | \$7,500 | | \$7,500 |
| TOTAL ELIGIBLE COSTS | <u>\$265,000</u> | <u>\$12,500</u> | <u>\$277,500</u> |
| <u>Ineligible Costs</u> | | | |
| Nil | | | \$0 |
| TOTAL INELIGIBLE COSTS | | | <u>\$0</u> |
| TOTAL PROJECT COSTS | | | <u>\$277,500</u> |

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The Recipient will be required to provide an enhanced level of project-related communications with, and services to, the public in both official languages.

II. **PROJECT FUNDING CONDITIONS**

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. **REPORTING REQUIREMENTS**

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Trade Expansion and Export Development

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between June 1, 2023 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between June 1, 2023 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-019

Being a by-law to provide for the remuneration and benefits of Management/Non-Union Employees of the Corporation of 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 it is the desire of Council to maintain the provisions of employment and ensure the following:

- 1) To maintain and improve the harmonious relations and provide for settled conditions of employment between the Employer, its employees;
- 2) To encourage efficiency in operation; and
- 3) To promote the morale, well-being and security of all the employees; and

Whereas it is deemed desirable to provide for the remuneration and set out employment provisions and benefits with the Management/Non-Union Employees of the City of Temiskaming Shores for the period of January 1, 2024 to December 31, 2024.

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

1. That Wages and Benefits for Management /Non-Union is hereby set out in Schedule "A" , attached hereto and forms part of this by-law.
2. That the Wages and Benefits for Management/Non-Union shall be deemed to take effect on January 1, 2024.
3. That this By-law shall remain in force until repealed by Council.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor

Clerk



Schedule “A” to
By-law No. 2024-019
Wages and Benefits for Management / Non-Union Employees of
the City of Temiskaming Shores

Effective January 1, 2024

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Preamble

Whereas it is desirable to:

- 1) Maintain harmonious relations and settled conditions of employment between the Employer and its management/non union employees.
- 2) Encourage efficiency in operation.
- 3) Promote the morale, well-being and security of all employees.

Section 1: Scope and Recognition

This agreement shall apply to all management/non-union, permanent, full time employees of the City of Temiskaming Shores.

Section 2: Definitions

2.01 Full Time Employee

A Full-Time Employee shall be defined to mean an employee who is regularly scheduled to work thirty-five (35) or forty (40) hours per week.

2.02 Continuous Employment

Means unbroken service commencing on the first day of employment as a Permanent Employee in the employ of the Employer or its predecessor municipalities.

2.03 Probationary Employees

A Probationary Employee shall be defined to mean an employee employed in the service of the Employer during the Probationary Period.

2.04 Permanent Employee

A Permanent Employee shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

2.05 Probationary Period

A Probationary Period shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

Section 3: Hours of Work

3.01 Normal Hours of Work

The normal hours of work are as follows:

(a) **Administrative Employees**

- 8:30 a.m. – 4:30 p.m. with a one (1) hour unpaid meal period, worked Monday to Friday.

(b) **Public Works Employees**

- 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.

(c) **Recreation Employees**

- Parks/Facilities Operations - 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Programming Operations 7:30 a.m. – 4:30 p.m. with a one-hour unpaid meal period worked Monday to Friday.

Section 4: Supplementary Hours of Work

4.01 Supplementary Hours Defined

Supplementary Hours shall mean all hours worked in excess of an employee's regular hours of work at the approval of the Supervisor. Supplementary hours will not include hours worked at Regular Meetings of Council or travel time.

4.02 Banking of Supplementary Hours

An employee shall be able to bank a maximum of thirty-five (35) or forty (40) hours of time off in lieu, dependent upon the Employee's normal hours of work, at the rate of one (1) hour banked for each hour worked.

Taking banked in lieu time off must be approved by the Supervisor and will only be allowed when it is operationally possible. Any such banked time off in lieu must be taken by December 31st of each year it is earned and shall only be taken after all vacation time has been used.

There shall be no cash value, pay out or carry over for Supplementary Hours.

Section 5: Public Holidays

5.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

| | |
|----------------|------------------------------------|
| New Year's Day | Canada Day (July 1 st) |
| Family Day | Civic Holiday |
| Labour Day | Good Friday |

| | |
|---|---------------|
| Thanksgiving Day | Boxing Day |
| Easter Monday | Christmas Day |
| Victoria Day | |
| Remembrance Day (if a regularly scheduled workday for the employee) | |

5.02 Floaters

All employees shall be entitled to two (2) floating days off with pay to be taken on a day mutually agreed upon between the Supervisor and the Employee.

Section 6: Vacation

6.01 Vacation Pay Year for Calculation

The “vacation pay year” shall be defined as January 1 to December 31. Vacation entitlements shall be calculated as at December 31 of each calendar year”.

6.02 Length of Vacation

Employees shall be entitled to vacation and payment for same according to the following schedule unless otherwise authorized in the letter of employment:

| | |
|-----------------------------------|---|
| Less than one (1) year of service | 1 day per month to a maximum of 10 days |
| One (1) year of service | 2 weeks |
| Three (3) years of service | 3 weeks |
| Five (5) years of service | 4 weeks |
| Ten (10) years of service | 5 weeks |
| Twenty (20) years of service | 6 weeks |
| Twenty-five (25) years of service | 6 weeks plus 1 day for each additional year over 25 up to a maximum of 5 days |

6.03 No Vacation Carry Over

Employees shall not be allowed to carry over vacation time from one year to the next unless permission to do so is granted in writing by the City Manager.

Section 7: Leave of Absence

7.01 General Leave

The City Manager may grant leave of absence for up to a maximum of six (6) months without pay or benefits to any Permanent Employee requesting such leave of absence for valid personal reasons. Subject to the applicable terms of applicable group benefit plans employees may choose to pay in advance for both the employer and employee cost

for all applicable employee benefits while on such leave. Advance notice of the request shall be given with such request to be in writing and approved by the City Manager. Such general leave may be denied by the City Manager, acting reasonably, for operational or employee morale issues.

7.02 Sick Leave

Each Eligible Employee shall be entitled to nine (9) sick leave credit days commencing January 1 in each calendar year.

The provisions of this section are set out Appendix 01: Income Protection Plan attached hereto.

7.03 Bereavement Leave

- a) In the event of death of an employee’s current spouse (including same sex or common-law spouse), child, step-child, parent, step-parent, siblings, step-siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, then, the Employee shall be entitled to leave of absence without loss of pay for five (5) working days for the purposes of making funeral arrangements, attending the funeral or celebration of life or attending to related estate matters.
- b) In the event of death of an employee’s brother-in-law, or sister-in-law, aunt, uncle, niece, nephew, then, the Employee shall be entitled to leave of absence without loss of pay two (2) working days for the purposes of making funeral arrangements, attending the funeral, celebration of life or attending to related estate matters.
- c) Additional bereavement leave without pay may be granted by the City Manager at their sole discretion.
- d) The employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual internment.

7.04 Medical Emergency Leave

Employees shall be allowed to utilize their accumulated sick leave to attend to the medical attention of a member of the Employee's immediate family or to attend personal medical appointments. Such leave request is to be approved by the Supervisor. Immediate family shall mean: current spouse, son, daughter, step-child, mother, father, step-parent, mother-in-law, father-in-law, siblings, step-siblings, grandparent and grandchild. Employees will provide as much notice as possible of such requests.

7.05 Jury and Witness Duty Leave

Employees subpoenaed to act as Jurors or Crown Witnesses in criminal or civil court or at a Coroner’s Inquest shall be granted a leave of absence with pay for such purpose. Any pay received from the Crown for such service shall be turned in to the Employer.

7.06 Voting Leave

The Employer will comply with applicable legislation related to afford employees the required clear time off with pay prior to the poll closing in Federal, Provincial and Municipal elections.

7.07 Pregnancy, Parental and Adoption Leave

Pregnancy leave, Parental leave and adoption leave shall be granted in accordance with the *Employment Standards Act*.

7.08 Other Leaves

All other job protected leaves set out in the Employment Standards Act 2000 shall be granted in accordance with the Act.

Section 8: Payment of Wages and Allowances

8.01 Increments

- a) Where there are minimum and maximum salary ranges, employees shall progress from minimum to maximum salary by annual increments as provided for in (c) below.
- b) Increments are planned for the anniversary date of when an employee entered a position.
- c) Increments are awarded on the basis of merit. The Supervisor will rate each employee on job performance prior to the anniversary date of when an employee entered a position. If a job performance rating is not conducted prior to this anniversary date then the Employee may request that the performance rating be done. Increments received shall be retroactive to the Employee's anniversary date.

8.02 Membership – Waterfront Pool Fitness Centre

All employees, their spouses and dependents will receive a 100% discount on a full individual membership to the Waterfront Pool Fitness Centre. Membership is non-transferable and has no cash value.

8.03 Educational Allowance & Memberships

The Employer shall pay the full costs of any course of instruction or membership required by the Employer or any level of government to better qualify himself/herself to perform the Employee's job.

Section 9: Expense and Mileage Allowances

9.01 Expense Allowance

An employee who through the performance of their duties incurs an expense shall be reimbursed as established by the Municipal Business, Travel and Expense Policy.

Section 10: Safety Footwear and Clothing Allowances

All employees required to wear safety footwear shall be entitled to an amount of up to two hundred dollars (\$200) annually toward the purchase of safety footwear. The Employee may claim for more than one pair of boots per year providing the total does not exceed two hundred dollars (\$200) per year. The payment(s) will be made to reimburse the Employee upon production of a purchase receipt(s).

Section 11: Pension Plan (O.M.E.R.S.)

In addition to the Canada Pension Plan, all eligible employees shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the Employees shall make contributions in accordance with the provisions of the plan.

Section 12: Employee Benefits

The Employer agrees that during the term of this Agreement it will pay the portion of the premiums required for the Group Benefit Plan- Temiskaming Shores – Municipal Employees for all active Permanent Full Time Employees and their dependents as set out therein. The Employer is not the insurer. All Benefits are subject to the terms of the applicable plans. Any dispute about entitlements is between the Employee and the insurance company.

The Employer agrees that benefits during the period shall be unchanged.

Section 13: Employee Wages

13.01 Wages

Appendix “02” attached hereto shall form part of this Agreement.

13.02 Wage Increases in Future Contract Years

- a) Effective January 1, 2024, the current wage grid wage rates applicable to all classifications shall be increased by three percent (3%).

Appendix 01: Income Protection Plan

Section 1 – Definitions

That in the plan:

- a) **Council** means the council of the Corporation of the City of Temiskaming Shores, and “Municipality” means the Corporation of the City of Temiskaming Shores.
- b) **Income Protection Plan** means the combination of the Municipality’s sick leave gratuity plan for employees and the weekly indemnity income protection plan (short-term disability) and the long-term income protection plan (long term disability) as provided for by the Employer’s contract with an insurance company. The Employer is responsible for the provision of the sick leave gratuity plan and for the arrangement of a contract to provide benefits; but the final terms of the Income Protection Plan will be found in the master contract as the governing document.
- c) **Pay** means the basic hours worked per day, multiplied by the Employee’s standard rate per hour.
- d) **Day** shall mean a calendar day which includes the normal number of hours of work per day, “Work Week” shall mean the normal number of hours of work per week, “Month” shall mean a calendar month and “Year” shall mean a calendar year.
- e) **Regular attendance** means for any month the attendance of an employee at his/her duties on the days and hours for which his/her attendance is required during that month according to the terms of his/her employment.
- f) **Short Term Disability (STD)** is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending his/her regular work, and which extends for a period of not more than sixteen (16) weeks. A Medical Certificate is required by the insurer for each period of absence lasting three (3) or more days and as requested by the City Manager.
- g) **Long Term Disability (LTD)** is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending work and begins after the sixteen (16) weeks short term disability report.

Section 2 – Introduction

This Plan is designed to provide Permanent Full Time Employees within the meaning of the Agreement (“Eligible Employees”) with an indemnity against the loss of income if he/she cannot perform his/her normal duties due to an illness or injury. This Plan is not intended to duplicate or replace any Workers’ Compensation benefits. An Eligible

Employee will be paid while he/she is disabled, until the earliest of the following dates, as applicable:

1. the date the Eligible Employee returns to work; or
2. the date the Eligible Employee exhausts his/her entitlements under applicable insured coverage.

Section 3 – Sick Leave Credit Gratuity

- 3.01 A plan of sick leave credit gratuities is hereby established for every Eligible Employee. The conduct and management of the plan shall be vested with the Human Resources Department.
- 3.02 The Director of Corporate Services or delegate shall perform all the administrative responsibilities necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any Eligible Employee.
- 3.03 The Director of Corporate Services or delegate shall provide and keep a register in which all sick leave credit and sick leave absences for every Eligible Employee shall be recorded, so that the register will show the net sick leave credit of every Eligible Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credit.

Section 4 – Provision for Sick Leave Credits

- 4.01 Each Eligible Employee shall be entitled to nine (9) sick leave credit days commencing January 1 in each calendar year.
- 4.02 Where an Eligible Employee is unable to perform his/her normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the Eligible Employee full pay for up to the first nine (9) days of absence. An Eligible Employee may utilize additional sick leave credits from the sick leave bank, accrued vacation entitlements, and any supplemental hours. For the weekly indemnity income protection plan (short term disability) the plan will pay the Eligible Employee seventy-five (75%) per cent of his/her normal pay to a maximum of \$1,500 per week for a period of sixteen (16) weeks as per the benefit policy. Provision for long-term disability will be in accordance with the policy in effect with the Municipality's insurance carrier. The short-term disability income protection plan and the long term disability plan may be supplemented to one hundred (100%) per cent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, or floating holidays by agreement of the Employer.
- 4.03 Subject to the concurrence of the Eligible Employee utilizing the income protection plan, the Employer proposes to maintain one hundred per cent (100%) of the Eligible Employee's earnings so long as a sick leave credit is available. The Eligible Employee is required to endorse and turn over to the Employer all benefits received from the third-party insurer.

- 4.04 Where an Eligible Employee is absent due to an accident which occurred while in the performance of his/her duties for Employer and is in receipt of Workers' Compensation benefits, and requests the Municipality to make up the difference between the amount of Workers' Compensation benefits being paid and his/her total salary, then, such difference shall be charged against accumulated sick leave credits.
- 4.05 **Illness in the family - care and nurturing**
1. An Eligible Employee shall be entitled with the prior approval of his/her Supervisor, to use sick leave days per year to care for a family member who is ill.
 2. Alternatively, an Eligible Employee may, upon approval by the City Manager arrange temporary flexible work scheduling to care for a family member who is ill.
- 4.06 Where an eligible employee is absent due to maternity ,parental or adoption leave effective on confirmation by the Canada Employment Insurance Commission (receipt by the employee's employment insurance cheque stub will served as proof that the employee is in receipt of unemployment benefits) the maternity and/or parental leave may be supplemented to one hundred percent (100 %) by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation on leave, or floating holidays by agreement of the employer.
- 4.06 Absences of one-half (1/2) day or less due to accident or illness shall not be deducted and absences for more than one half (1/2) a day, but less than a full day, shall be deducted as one-half (1/2) day.

Section 5 – Sick Time Entitlement Carry Over

- 5.01 In the final month of the calendar year, an Eligible Employee`s unused sick leave entitlements will be transferred to the next calendar year

Medical Examination

- 5.02 The Employer may refer an employee seeking any medical right or benefit or seeking any dispensation or consideration on medical grounds, to a physician selected by it for confirmation of the medical claim. Where accommodation is required in regard to the Employees condition the Employer may require of the physician a report as to what accommodation would be appropriate, in which case the Employer shall reimburse the Employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.

Section 6 – Payment of Extended Fringe Benefits

- 6.01 Where an Eligible Employee is absent from work due to illness (compensable injury or non-compensable injury) the Employer will continue to pay fringe benefit costs, including Health, Dental, Extended Medical Benefits, Life Insurance, etc.

and any other applicable benefits negotiated for a period of no longer than thirty-six (36) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

Section 7 – No Cash Payout

7.01 There shall be no cash pay-out for banked sick time at any time, including upon termination of employment.

Appendix 02: Salary Schedule and Wage Rates for 2024

| Position | Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|-------|-----------|-----------|-----------|-----------|-----------|
| City Manager | 6 | \$140,183 | \$144,149 | \$148,232 | \$152,440 | \$156,766 |
| Director of Corporate Services | 5 | \$114,727 | \$117,930 | \$121,231 | \$124,630 | \$128,127 |
| Director of Recreation | 5 | \$114,727 | \$117,930 | \$121,231 | \$124,630 | \$128,127 |
| Treasurer | 4 | \$90,357 | \$92,829 | \$95,378 | \$97,999 | \$100,703 |
| Clerk | 4 | \$90,357 | \$92,829 | \$95,378 | \$97,999 | \$100,703 |
| Manager of Transportation Services | 4 | \$90,357 | \$92,829 | \$95,378 | \$97,999 | \$100,703 |
| Manager of Environmental Services | 4 | \$90,357 | \$92,829 | \$95,378 | \$97,999 | \$100,703 |
| Chief Building Official | 3 | \$85,629 | \$87,962 | \$90,357 | \$92,829 | \$95,378 |
| Chief Fire Official | 3 | \$85,629 | \$87,962 | \$90,357 | \$92,829 | \$95,378 |
| Environmental Services Superintendent | 2 | \$75,319 | \$77,343 | \$79,423 | \$81,566 | \$83,775 |
| Transportation Services Superintendent | 2 | \$75,319 | \$77,343 | \$79,423 | \$81,566 | \$83,775 |
| Parks and Facilities Superintendent | 2 | \$75,319 | \$77,343 | \$79,423 | \$81,566 | \$83,775 |
| Programming Superintendent | 2 | \$75,319 | \$77,343 | \$79,423 | \$81,566 | \$83,775 |
| Information Technology Administrator | 2 | \$75,319 | \$77,343 | \$79,423 | \$81,566 | \$83,775 |
| Deputy Clerk | 1 | \$64,375 | \$66,069 | \$67,810 | \$69,607 | \$71,456 |
| POA Coordinator | 1 | \$58,592 | \$60,133 | \$61,692 | \$63,294 | \$64,936 |

The Corporation of the City of Temiskaming Shores

By-law No. 2024-020

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for the Committee of the Whole Meeting on February 6, 2024, and for the Regular meeting on February 20, 2024

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **February 20, 2024**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the actions of the Council at its Committee of the Whole meeting held on **February 6, 2024**, with respect to each recommendation and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
3. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 20th day of February, 2024

Mayor

Clerk