



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 19, 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

None

8. Review and Adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Council Meeting – February 20, 2024; and
- b) Committee of the Whole Meeting – March 5, 2024.

9. Presentations / Delegations

- a) Amar Lad - Team Lead, Mobility Planning with TYLIN

Re: City of Temiskaming Shores Downtown Cores Mobility Study

Draft Resolution

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges receipt of the City of Temiskaming Shores Downtown Cores Mobility Study.

10. Correspondence/ Communications

- a) Claire Hendrikx, Temiskaming Shores Public Library Board Member

Re: Letter of Resignation, 2024-02-05

Reference: Accepts the resignation letter as submitted

b) Eastlink

Re: Request for Permission to Conduct Door-Knocking Campaign, 2024-02-12

Reference: Received for Information

c) Earlton Timiskaming Regional Airport Authority

Re: December 2023, January 2024, and February 2024 Financials

Reference: Received for Information

d) Erika Luoma, Fund and Volunteer Coordinator – North Region Autism Ontario

Re: Celebration of World Autism Awareness Day – April 2, 2024

Reference: Proclamation presented under Section 14. New Business for Council Consideration

e) Beth Morton, Clerk-Administrator – Township of Perry

Re: Request to the Province to Amend Blue Box Regulation for 'Ineligible' Sources, 2024-02-26

Reference: Received for Information

f) Olivia Leger, Clerk/County Solicitor – Lambton County

Re: Responsibility of and costs associated with the continued construction, operation, and maintenance of major municipally-owned highways, 2024-02-23

Reference: Received for information

g) Timiskaming Health Unit

Re: Community Safety and Well-Being Committee, Six Month Report

Reference: Received for Information

h) Timiskaming Health Unit

Re: Porcupine Health Unit and the Timiskaming Health Unit Merger Community Update, 2024-02-29

Reference: Received for Information

i) Nicole Martin, CAO/Clerk - Township of Amaranth

Re: Highway 413, 2024-02-23

Reference: Received for Information

j) Josh Machesney, City Clerk - City of Quinte West

Re: Housing Funding, 2024-02-02

Reference: Received for Information

k) Timiskaming Health Unit

Re: Report to the Board of Health Year-End Report – January to December 2023

Reference: Received for Information

l) Timiskaming Health Unit

Re: Board of Health Briefing Note - Endorsement of Public Health Sudbury & Districts Letter on Household Food Insecurity

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through 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 January 17, 2024;
- b) Minutes from the Earlton Timiskaming Regional Airport Authority meeting held on November 16, 2023 and January 18, 2024; and
- c) Minutes from the Temiskaming Shores Public Library Board meeting held on November 22, 2023; and
- d) Minutes from the Timiskaming Health Unit Board of Health meeting held on January 31, 2024.

12. Reports by Members of Council

13. Notice of Motions

14. New Business

- a) **Prince Edward County Resolution of Support – Expand the life span of fire apparatus (Correspondence from the February 20, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for Price Edward County adopted a resolution requesting support to expand the life span of fire apparatus, at their regular meeting of Council on January 16, 2024; 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 the Fire Underwriters Survey (FUS); and

Whereas the 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 no provincial funding is available for new fire trucks, yet small and rural municipalities must meet the same standards set by the 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.

Be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby supports Prince Edward County's request to the FUS for 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; and

That a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development; and the Honourable Paul Calandra, Minister of Municipal Affairs and Housing; and

Further that a copy of this resolution be sent to the Federation of Canadian Municipalities (FCM), The Association of Municipalities Ontario (AMO), and Prince Edward County.

- b) **Federation of Northern Ontario Municipalities (FONOM) Resolution of Support - Amendment to the Occupational Health and Safety Act to Clarify the Definition of Employer (Correspondence from the February 20, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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 City of Temiskaming Shores 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.

Be it resolved that Council for the City of Temiskaming Shores requests 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

Further that this resolution 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 the Clerk of the City of Greater Sudbury.

c) Proclamation - April 2, 2024 World Autism Awareness Day (Correspondence Item No. 10 d.)

Whereas in 2008, The United Nations General Assembly unanimously declared April 2nd as World Autism Awareness Day — an annual opportunity for a dedicated conversation about autism spectrum disorder (ASD); and

Whereas in 2012, Canadian Parliament passed the World Autism Awareness Day Act recognizing April 2nd as World Autism Awareness Day; and

Whereas Autism Spectrum Disorder affects more than 135,000 Ontarians on the autism spectrum, and ASD is now recognized as the most common neurological disorder affecting 1 in every 66 children, as well as their friends, family and community; and

Whereas ASD is a spectrum disorder, which means it not only manifests itself differently in every individual in whom it appears, but its characteristics will change over the life of each individual. A child with ASD will become an adult with ASD; and

Whereas Autism Ontario and its chapters share common goals of providing information and education, supporting research, advocating for programs and services for the autism community, and is dedicated to increasing public awareness about autism and the day-to-day issues faced by individuals with autism, their families, and the professionals with whom they interact; and

Whereas this year's campaign initiative is Celebrate the Spectrum to unite families, schools, communities, businesses, government, and professionals in recognizing World Autism Awareness Day, by celebrating people on the autism spectrum and bringing to light the systemic barriers that must be removed to create a more supportive and inclusive Ontario.

Be it resolved that Council for the City of Temiskaming Shores hereby proclaims April 2, 2024 as "World Autism Awareness Day" in the City of Temiskaming Shores.

d) **Memo No. 011-2024-CS - Treasurer's 2023 – Statement of Remuneration**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Section 284 (1) of the Municipal Act, 2001 states that the Treasurer of a municipality shall in each year, on or before March 31, provide to the Council of the municipality an itemized statement of remuneration and expenses paid in the previous year to each member of Council and to each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Now therefore be it resolved that Council acknowledges receipt Memo No. 011-2024-CS; and the 2023 Statement of Remuneration and Expenses as submitted by the Treasurer; and

That a copy of this statement be posted on the City's website and advertised in the City Bulletin.

15. By-Laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|--|
| By-law No. 2024-021 | Being a by-law to enter into an agreement with Timmins Kenworth Ltd. for the purchase of one (1) Kenworth Triaxle Truck |
| By-law No. 2024-022 | Being a by-law to enter into an agreement with Macnab Transit Sales Corp. for the purchase of a used Coach Transit Shuttle Bus |
| By-law No. 2024-023 | Being a by-law to authorize an agreement with D.M. Wills Associates Limited for professional engineering services to provide annual monitoring at the New Liskeard and Haileybury Landfill Sites |
| By-law No. 2024-024 | Being a by-law to enter into an agreement with Miller Paving Limited for the 2024 Roadway Rehabilitation Program |

By-law No. 2024-025	Being a by-law to amend By-law No. 2015-128 as amended, to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse – Free Tipping Fee Voucher Program
By-law No. 2024-026	Being a by-law to amend By-law No. 2023-113 to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores – Amendment No. 1: Addition of six municipal buildings
By-law No. 2024-027	Being a by-law to authorize the entering into a Lease Agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall
By-law No. 2024-028	Being a by-law to authorize an agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof
By-law No. 2024-029	Being a by-law to authorize an agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina, for the operation of a marina and power sports store
By-law No. 2024-030	Being a by-law to authorize the execution of a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services “Temiskaming Transit”
By-law No. 2024-031	Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$330,215.29 towards the cost of snow blower attachments
By-law No. 2024-032	Being a By-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$522,631.56 towards the cost of ICI water meters

- | | |
|---------------------|--|
| By-law No. 2024-033 | Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$920,506.66 towards the cost of the New Lisheard Landfill Site |
| By-law No. 2024-034 | Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre |
| By-law No. 2024-035 | Being a by-law to authorize the Sale of Land being 468 Georgina Avenue (PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL) 5418-030-003-02400 |

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 – April 2, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – April 16, 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 February 20, 2024 and March 5, 2024 Closed Session Minutes; and
- b) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – HR Update.

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2024-036** 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 March 5, 2024, and for its Regular meeting held on March 19, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

20. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 20, 2024 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

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

3. Roll Call

Council:	Mayor Jeff Laferriere; Councillors Melanie Ducharme Jesse Foley, Ian Graydon, Nadia Pelletier-Lavigne, 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 Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Steve Langford, Fire Chief
Regrets:	Councillor Whalen
Media:	2
Delegates:	0
Members of the Public:	8

4. Review of Revisions or Deletions to Agenda

None

5. Approval of Agenda

Resolution No. 2024-058

Moved by: Councillor Foley

Seconded by: Councillor Wilson

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 Section 14 h) Administrative Report CS-006-2024 - 2024 Remuneration and Benefits Non-Union/Management Group and Section 15) 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, 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 Section 14 h) Administrative Report CS-006-2024 - 2024 Remuneration and Benefits Non-Union/Management Group and Section 15) 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, as his daughter is a non-union employee with the City of Temiskaming Shores.

Councillor Melanie Ducharme disclosed a Declaration of Conflict of Interest on Section 14 b) regarding the Temiskaming District Violence Against Women Coordinating Committee Resolution of Support - Request for Declaration of an epidemic in intimate partner violence and gender-based violence, as she is the Chair of the Coordinating Committee.

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

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

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

Mayor Laferriere declared that this to be an open public meeting and requested the Clerk, Logan Belanger to outline the details of the proposed disposition.

The Clerk, utilizing PowerPoint, outlined the background related to the proposed disposition, provided a map of the subject property/ immediate area, and provided recommendations for the land disposition in accordance with the applicable by-law. It was noted that 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. The purchase price for the properties would be determined by an appraisal.

No objections were received prior to the public meeting on the proposed sale; however, a comment was received from the ONTC, indicating that they have 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) would not be entitled to make any complaint or claim against the ONTC for nuisance or otherwise relating to the operation of the railway in proximity to the subject property. The ONTC provided Guidelines for Development in Proximity to Ontario Northland Railway Operations for consideration for future development of the property.

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

Municipal staff comments were reviewed related to the Zoning and Official Plan designations, and that 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.

Next steps would be an appraisal, and a survey to legally describe the lane for transfer, followed by an administrative report to Council recommending the adoption of a stop up and closure by-law for the road allowance, and a purchase and sale agreement for the parcels and the intervening lane.

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

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

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

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)

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

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

Mayor Laferriere declared that this to be an open public meeting and requested the Clerk, Logan Belanger to outline the details of the proposed disposition.

The Clerk, utilizing PowerPoint, outlined the background related to the proposed disposition, provided a map and aerial view of the subject property/ immediate area, and provided recommendations for the land disposition in accordance with the applicable by-law. The purchase price for the properties would be determined by an appraisal.

Three emails were received prior to the public meeting on the proposed sale, which were read by the Clerk, and are summarized below:

Enbridge Gas Inc. provided the following comments:

- Service lines are 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.

Lionel Dinel, resident, provided the following comments:

- Water issues would need to be taken into account as it will cause significant issues for any properties/houses below these lots. The water issue is already a concern for both himself and the neighbours properties.
- Concerns about plans to construct 2 4-plex units on a small lot size, and the added traffic and disturbance this will bring to a quiet neighborhood.
- Inquired if the units will be single room/double room units, and what the targeted demographic will be.
- Inquired about plans for fencing for privacy and security.

Richard MacDonald and Anita Newport, residents, provided the following comments:

- Fourplexes do not become the character of our neighbourhood, as residences are single family, on typically 100 x 125 property size.
- Concerned about the drainage from the properties onto their and neighbouring properties.
- Notes that significant amounts of fill will be required to make the properties accessible to Albert St. which will create drainage problems.
- Concerned about the natural environment as there is a gulley running through the properties that provides natural drainage and a habitat for birds and other creatures.

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

Municipal staff comments were reviewed related to the Zoning and Official Plan designations, and a note that installing two units on three lots would require the severance of the middle lot, which would involve a survey. The City has the authority to describe the lands via a reference plan.

Next steps would be an appraisal, and a survey to legally describe two lots for transfer, followed by an administrative report to Council to seek direction on the sale.

Mayor Laferriere inquired if there were any members of the public wanting to speak to this issue, and two residents provided the following comments:

Kevin Simpson, resident:

- Surprised by the proposed development of two fourplexes, as it is a significant change from the homes that are currently there.
- Significant ravine, and it would take a lot of fill to slope from the North side towards Albert Street for proper drainage.
- Although the land is zoned properly for the proposed development, if eight apartments are constructed, questioned:
 - how many parking spaces are required, as on-street parking is not permitted during the winter months
 - how will waste be managed (dumpster or bins)
 - how many accesses onto Albert Street
 - Blueprints or drawings of proposed development
 - Impact/ damage on recently improved Albert Street
 - Who is contacted for by-law infractions, such as noise, etc.

Richard MacDonald, resident:

- Discussed the comments and concerns outlined in the email, which was read by the Clerk, noted above.

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

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

8. Review and Adoption of Council Minutes

Resolution No. 2024-059

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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.

Carried

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

Note: Councillor Graydon requested this item be returned for Council consideration.

- 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

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

- 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

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

- 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

Resolution No. 2024-060

Moved by: Councillor Foley

Seconded by: Councillor Wilson

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2024-061

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

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.

Carried

12. Reports by Members of Council

- a) Councillor Melanie Ducharme

Re: ROMA Report

Councillor Ducharme provided an overview of the written report.

- b) Councillor Danny Whalen

Re: ROMA Report

- c) Councillor Mark Wilson

Re: AMO Report and ROMA Report

Councillor Wilson provided an overview of the written report for ROMA and described the AMO presentation material regarding the approaches to ending homelessness, included in the package materials for Council information.

13. Notice of Motions

None

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)**

Resolution No. 2024-062

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

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 Temiskaming Health Unit.

Carried

- 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)**

Councillor Ducharme declared a conflict with respect to this item; therefore, did not participate in discussion and did not vote on Resolution No. 2024-063.

Resolution No. 2024-063

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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 re-

consider their previous decision and declare intimate partner violence and gender-based violence as an epidemic and act on all of 86 recommendations from the Renfrew County Inquest by setting up a provincial implementation committee to oversee comprehensive consideration of all of the recommendations; 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.

Carried

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

Resolution No. 2024-064

Moved by: Councillor Foley

Seconded by: Councillor Wilson

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.

Carried

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

Resolution No. 2024-065

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

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.

Carried

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

Resolution No. 2024-066

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-067

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

Carried

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

Resolution No. 2024-068

Moved by: Councillor Wilson

Seconded by: Councillor Foley

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 Zubych as Secretary-Treasurer of the Committee of Adjustment effective January 1, 2024.

Carried

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

Councillor Jesse Foley and Councilor Ian Graydon have both Declared a Conflict of Interest on the following report; therefore, did not participate in discussion, and did not vote on Resolution No. 2024-069.

Resolution No. 2024-069

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. 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.

Carried

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

Resolution No. 2024-070

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. 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.

Carried

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

Resolution No. 2024-071

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

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.

Carried

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

Resolution No. 2024-072

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. 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.

Carried

15. By-Laws*Resolution No. 2024-073*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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) |

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

Councillor Jesse Foley and Councilor Ian Graydon have both Declared a Conflict of Interest on the following By-Law; therefore, did not participate in the voting on Resolution No. 2024-074.

Resolution No. 2024-074

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that:

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.

Carried

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

None

18. Closed Session

Resolution No. 2024-075

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council agrees to convene in Closed Session at 7:30 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).

Carried

Resolution No. 2024-076

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to rise with report from Closed Session at 8:40 p.m.

Carried

Matters from Closed Session

Adoption of the January 16, 2024 and February 6, 2024 Closed Session Minutes

Resolution No. 2024-077

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the January 16, 2024 Regular Council meeting and Closed Session Minutes from the February 6, 2024 Committee of the Whole meeting.

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.

19. Confirming By-law

Resolution No. 2024-078

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

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.

Carried

20. Adjournment

Resolution No. 2024-079

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council hereby adjourns its meeting at 8:42 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, March 5, 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 Ian Graydon, Nadia Pelletier-Lavigne, and Mark Wilson
Present:	Amy Vickery, City Manager Logan Belanger, Municipal Clerk Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation Services Steve Langford, Fire Chief Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services
Regrets:	Councillors Melanie Ducharme, Jesse Foley and Danny Whalen
Media:	2
Delegates:	3

Members of 4
the Public:

4. Review of Revisions or Deletions to the Agenda

None

5. Approval of the Agenda

Resolution No. 2024-080

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

Councillor Ian Graydon disclosed a Declaration of Conflict of Interest on Section 9. Recreation Services, Item b) 4, titled Administrative Report No. RS-004-2024 – Community Choir Lease Agreement, as his wife is a member of the Community Choir.

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

None

8. Public Works

a) Delegations/Communications

1. France Gauthier, Nat Rivard and Marty Maille – Committee Members for the Rockin' On Canada Day Event

Re: Presentation of Event Details and Requests for the City of Temiskaming Shores

France Gauthier began the presentation by providing a general overview and background information on the development and details of the event, including and emphasis on honouring seniors and veterans, while focusing on building community spirit, economic benefits and fundraising efforts.

Marty Maille continued the presentation by requesting support from the City, in the following areas:

- A resolution to deem the Bikers Reunion/Rockin On Canada Day event as “municipally significant”;
- An exemption to the City’s noise by-law;
- Road closure requests, in accordance with the traffic flow plan, including setup and teardown;
- Use of municipal land for tenting (motorcycle tenting only), using the parcel of land near Navigateur School;
- Two (2) stages for outdoor/indoor entertainment, including set-up and teardown
- Tents for shade and rain;
- Fencing setup and teardown;
- Porta-potties throughout event grounds;
- Picnic tables, round table, recycling and garbage containers, including staff to empty the cans, and dispose of the garbage throughout the event; and
- Lawn maintenance in areas surrounding the Event Grounds.

Nat Rivard concluded the presentation by discussing the collaboration with businesses, government organizations and community groups.

Mayor Laferriere thanked the Rockin’ On Canada Day Committee members for the presentation and invited questions from members of Council.

Councillor Wilson thanked the Committee members for their work on the event, and inquired about the resolution request for municipal significance. The Committee advised that it was a requirement from the Alcohol and Gaming Commission of Ontario (AGCO) for their permitting requirements.

b) Administrative Reports

1. Memo No. 008-2024-PW – Rural Transit Solutions Fund - Funding Application

Resolution No. 2024-081

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to submit an application in the amount of \$50,000 to the Infrastructure Canada Rural Transit Solutions Fund – Planning and Design Stream, for a review of the current Temiskaming Transit system and rural transit options.

Carried

2. Memo No. 009-2024-PW – Update on Fleet Purchases

Resolution No. 2024-082

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. 009-2024-PW;

That Council directs Staff to prepare the necessary by-law to confirm the agreement with Timmins Kenworth Ltd. for the purchase of the Kenworth Triaxle in the amount of \$324,548.80 plus applicable taxes, for consideration at the March 19, 2024 Regular Council Meeting; and

Further the Council directs Staff to prepare the necessary by-law to confirm the agreement with Macnab Transit Sales Corp. for the purchase of a used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, for consideration at the March 19, 2024 Regular Council Meeting.

Carried

3. Memo No. 010-2024-PW – Environmental Services Operations Update

Resolution No. 2024-083

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2024-PW, regarding the Environmental Services Operations Update for information purposes.

Carried

4. Administrative Report No. PW-006-2024 – Annual Water Reports

Resolution No. 2024-084

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2024, more specifically Appendices 01 and 02 being the 2023 Annual Reports for the water systems within the municipality, in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and

That Council hereby directs staff to notify the public of the availability of the 2023 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.), and posted on the municipal website.

Carried

5. Administrative Report No. PW-007-2024 – Request for Proposal Award for the New Liskeard and Haileybury Landfill Monitoring Agreement (five (5) year term)

Resolution No. 2024-085

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. PW-007-2024; and

That Council hereby directs staff to prepare the necessary by-law to enter into a five (5) year agreement with D.M. Wills Associates Ltd., to provide annual monitoring services at the New Liskeard and Haileybury Landfill Sites, in the amount of \$308,975.00 plus applicable taxes (five-year total), for consideration at the March 19, 2024 Regular Council meeting.

Carried

6. Administrative Report No. PW-008-2024 – Housing-Enabling Water Systems Fund (HEWSF)

Resolution No. 2024-086

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to submit a funding application to the Housing-Enabling Water Systems Fund (HEWSF) by April 19, 2024, for the reconstruction of McKelvie Street from Hesse Avenue to Baker Avenue, and for the reconstruction/construction of Baker Avenue to support Phase 2 of the Boreal Subdivision.

Carried

7. Administrative Report No. PW-009-2024 – Tender Award for the 2024 Roads Program

Resolution No. 2024-087

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2024 Roads Program in the amount of \$378,946.30, plus applicable taxes, for consideration at the March 19, 2024 Regular Council meeting.

Carried

8. Administrative Report No. PW-010-2024 – Free Tipping Fee Voucher Program

Resolution No. 2024-088

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. PW-010-2024;

That Council supports the cancellation of the Landfill Amnesty Program with the subsequent introduction of the Free Tipping Fee Voucher Program; and

That Council hereby directs staff to make the necessary amendment to By-law No. 2015-128 – Solid Waste Management, for consideration at the March 19, 2024 Regular Council Meeting.

Carried

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 006-2024-RS – Building Decarbonization Pathways Project – Change Order and Funding Agreement Update

Resolution No. 2024-089

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

That Council approves a Contract Change Order No. 1 of \$65,750 to the contract with WF Group for project costs for the Building Decarbonization Feasibility Study, as authorized by By-law No. 2023-118, resulting in a revised contract value of \$160,750, plus applicable taxes; and

That Council directs staff to amend By-law No. 2023-113 being an agreement with Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) for the purpose of establishing a roadmap to net zero emissions, for the purpose of adding six buildings alongside the eight buildings initially identified for the study, for consideration at the March 19, 2024 Regular Council meeting.

Carried

2. Memo No. 007-2024-RS – Recreation Operations Update – March 2024

Resolution No. 2024-090

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2024-RS, regarding the Recreation Operations Update for the Month of March 2024 for information purposes.

Carried

3. Administrative Report No. RS-003-2024 – North On Tap 2024 Request for Assistance

Resolution No. 2024-091

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. RS-003-2024;

That Council approve the request from North On Tap for the use of municipal land on Friday July 12, 2024 and on Saturday July 13, 2024; and

Further that Council approves the various in-kind services, including set-up and take down of the event, supply of various equipment and provision of free boat docking the day of the event.

Carried

4. Administrative Report No. RS-004-2024 – Community Choir Lease Agreement

Councillor Ian Graydon declared a conflict of interest related to this item; therefore, did not participate in the subject matter discussion, nor voted on Resolution No. 2024-092.

Resolution No. 2024-092

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, for consideration at the March 19, 2024, Regular Council meeting.

Carried

5. Administrative Report No. RS-005-2024 – Niven Reservoir Roof Replacement RFQ Award

Resolution No. 2024-093

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. RS-005-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 plus applicable taxes, for consideration at the March 19, 2024, Regular Council meeting.

Carried

6. Administrative Report No. RS-006-2024 – New Liskeard Marina Operations RFP Award

Resolution No. 2024-094

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-006-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, for consideration at the March 19, 2024, Regular Council meeting.

Carried

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – February 2024

Resolution No. 2024-095

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

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

Carried

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 009-2024-CS – City of Temiskaming Shores/ Town of Cobalt Memorandum of Understanding (MOU) for Temiskaming Transit

Resolution No. 2024-096

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2024-CS; and

That Council directs staff to prepare the necessary by-law to authorize the execution of a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services “Temiskaming Transit”, for consideration at the March 19, 2024, Regular Council meeting.

Carried

2. Memo No. 010-2024-CS – Frog’s Breath Application Sponsorship – South Temiskaming ATV Club

Resolution No. 2024-097

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. 010-2024-CS; and

That Council for the City of Temiskaming Shores approve the request from the South Temiskaming ATV Club, and agrees to sponsor a request for funding to the Frog’s Breath Foundation in the amount of \$5,000, to help fund the purchase of signage for new ATV trails.

Carried

3. Administrative Report No. CS-007-2024 – Haileybury Family Health Team Lease Agreement

Resolution No. 2024-098

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 3.4% for 2024; and

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, for consideration at the March 19, 2024, Regular Council meeting.

Carried

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – March 19, 2024 starting at 6:00 p.m.
- b) Committee of the Whole – April 2, 2024 starting at 3:00 p.m.

13. Closed Session

Resolution No. 2024-099

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council agrees to convene in Closed Session at 4:40 p.m. to discuss the following matter:

- a) Under Section 239 (3.1) 1. The meeting is held for the purpose of educating or training the members: Council Training Session (Municipal Insurance).

Carried

Resolution No. 2024-100

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council agrees to rise with report from Closed Session at 5:41 p.m.

Carried

Matters from Closed Session

Under Section 239 (3.1) 1. The meeting is held for the purpose of educating or training the members: Council Training Session (Municipal Insurance)

Council members received information for training purposes from Timothy Hutchison President, MIS Municipal Insurance Services.

14. Adjournment

Resolution No. 2024-101

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council hereby adjourns its meeting at 5:42 p.m.

Carried

Mayor

Clerk

TYLin



City of Temiskaming Shores
Downtown Cores
Mobility Study

Presentation to Council
March 19, 2024

TYLin Project #10777





Agenda

- ❑ Study Introduction & Purpose
- ❑ Project Timeline
- ❑ Overview of Complete Streets and Vision Zero Principles
- ❑ Policy Review and Design Guidelines
- ❑ Existing Transportation Network Gaps and Opportunities
- ❑ Baseline Traffic Analysis
- ❑ Phase 1: Minor / Partial Improvements
- ❑ Phase 2: Major / Full Improvements
- ❑ Summary of Consultation
- ❑ Phasing
- ❑ Cost Estimates
- ❑ Funding
- ❑ Next Steps

Study Introduction & Purpose

This Mobility Study focuses on the two downtown cores of the City of Temiskaming Shores.

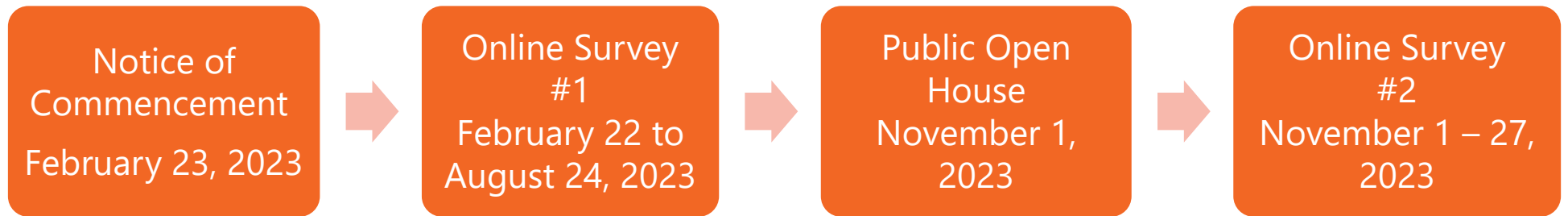
It will help give direction to create and improve opportunities to connect people to businesses and community spaces in the City by balancing the needs of all modes of transportation.

The goals of the Study include:

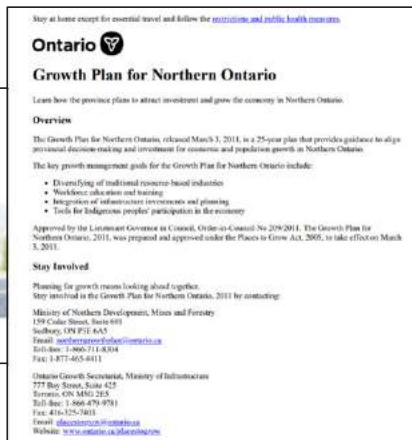
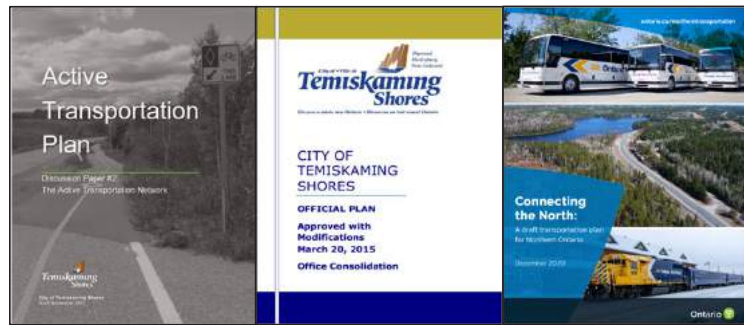
- ❑ Providing the best transportation service for all users;
- ❑ Accommodating land use and urban design;
- ❑ Incorporating Active Travel; and
- ❑ Providing implementation feasibility, estimated cost of construction, and phasing strategy.



Project Timeline & Milestones



Policy Review



The following local, regional and provincial policies and design guidelines have been reviewed with focus on transportation to help inform City's plans and aspirations for the community.

Active Transportation Plan (2021)

The Recreation Master Plan (2020)

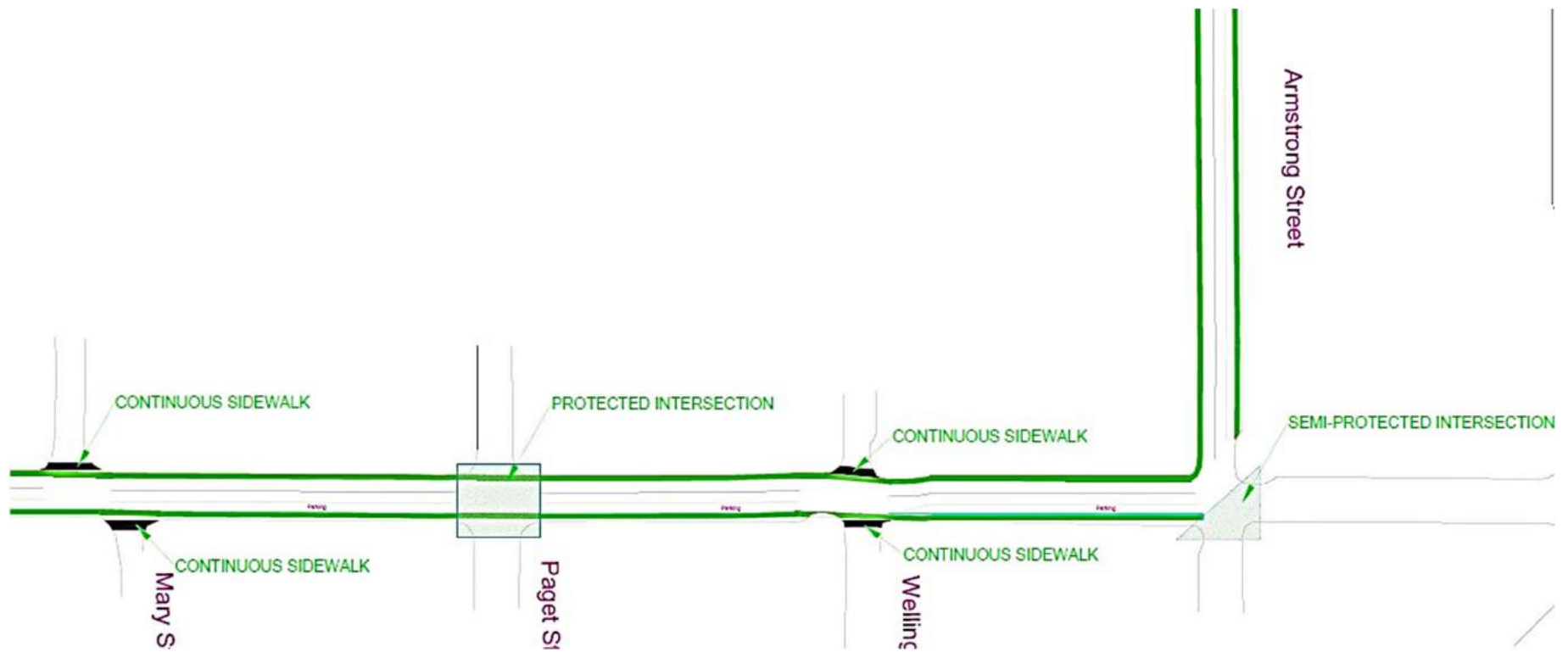
Connecting the North (2020)

Official Plan (2015)

Growth Plan for Northern Ontario (2011)

A Complete Streets Approach

Study Methodology



Complete Streets | Definition & Goals

Definition:

A Complete Streets approach is a transportation and urban planning philosophy that seeks to **design streets and transportation networks to be safe, accessible, and accommodating for all users**, regardless of their mode of travel, age, ability, or socioeconomic status.

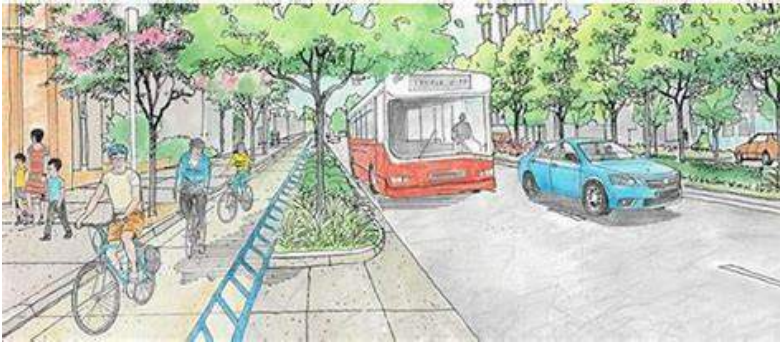
Goal:

To create safe and inclusive streets for all. By using a Complete Streets approach, we can create spaces that allow all users to thrive.



Source: California Bike Coalition

Complete Streets | Components



Safety / Vision Zero

Multi-modal Design

Spatial Division of Streets

Universal Design

Design Elements

Community Engagement

Complete Streets | Design Elements



Continuous sidewalks



Bicycle lanes



Protected intersections



Traffic Calming



Street Furniture



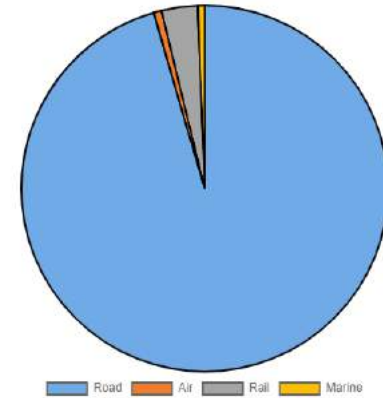
Trees and Vegetation

Complete Streets | Vision Zero

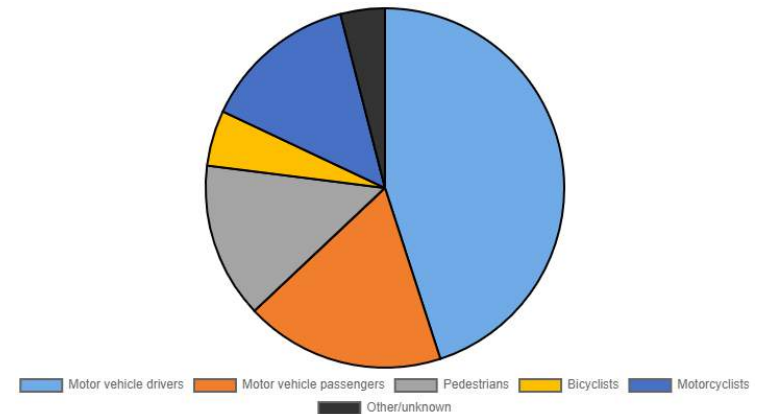
Vision Zero is a complementary approach to the Complete Streets Principle. It is a road safety initiative with the primary objective of eliminating traffic-related fatalities and severe injuries altogether.

Some of the key principles of Vision Zero include:

- ❑ **Shared Goals:** make streets safer for all users and reduce the number of traffic-related injuries and fatalities.
- ❑ **Design Integration:** components such as traffic calming measures, well-defined crosswalks, and protected bike lanes, can contribute to the Vision Zero goal of safer road design.
- ❑ **Holistic Approach:** to transportation design inherently aligns with Vision Zero's principle of considering all factors that contribute to road safety.



Comparison of fatalities by mode of transportation, 2020
(source: Transport Canada)



Motor vehicle serious injuries by road user class, 2020
(source: Transport Canada)



Network Review

Existing Gaps & Opportunities

Conditions evaluated include:

Vehicular Network

Traffic

Road Safety

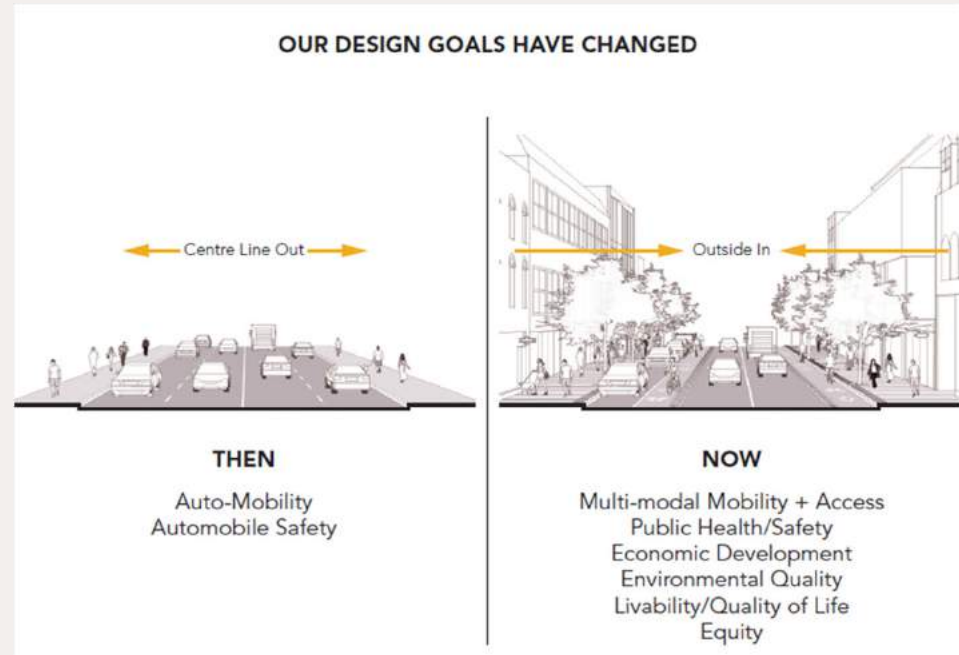
Active Transportation

Parking

Transit

Using policy recommendations, current industry best practices and design guidelines, gaps in the existing network were identified.

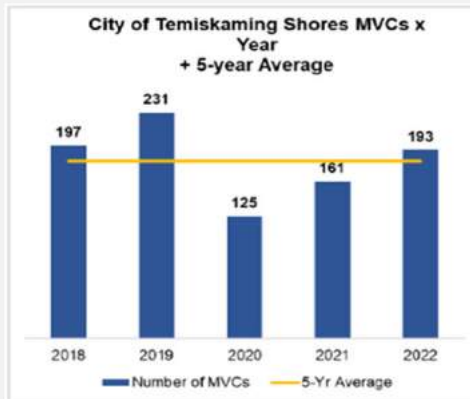
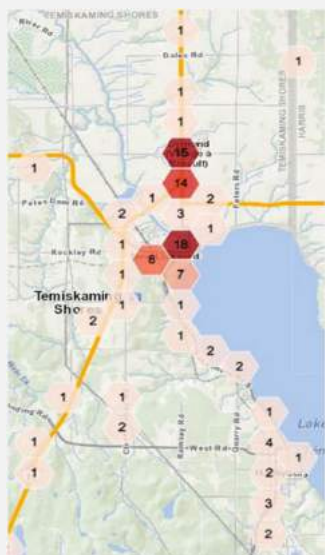
Consequently, opportunities for improvements using Complete Streets framework were investigated.



(source: City of Toronto Complete Streets Guideline, 2023)

Road Safety Review

Collision Data Review



During the 5-year period, from year 2018 through 2022, the City saw a total of 907 reportable motor-vehicle-collisions (MVCs) with an average of 181 MVCs per year.

Vehicular Speed Review

New Liskeard



Speeding occurs at Whitewood Avenue, Armstrong Street, Lakeshore Road, Elm Avenue, Beavis Terrace in New Liskeard.

Haileybury



Speeding occurs at Main Street, Georgina Avenue and Lakeshore Road in Haileybury.

The two downtown cores have posted speed limits of 50 km/h or less.

Wide lanes, lack of pavement markings, speed limit signage, traffic calming measures, and lack of appropriate traffic controls are probable causes for speeding on these downtown roads.



Design Solutions

The Project Team has studied traffic calming measures to reduce speeding along high-speed roads. Traffic calming measures include narrowing lane widths, introducing curb bump-outs, installing protected intersections, upgrading crosswalks, and improving traffic controls.

Baseline Traffic Analysis

Do-Nothing is typically considered to serve as a baseline to compare solutions and scenarios for future horizon years.

Traffic operations analysis for 5-year (2028) and 20-year (2043) future horizons to investigate if any traffic operations improvements would be required. The following analyses were performed to identify any traffic improvements for the future study network:

- ☐ Intersection Operational analysis
- ☐ Arterial Operational analysis
- ☐ Signal Warrant analysis (at existing stop-controlled intersections)
- ☐ All-Way-Stop-Control (AWSC) Warrant Analysis (at existing Two-Way-Stop-Controlled intersections)

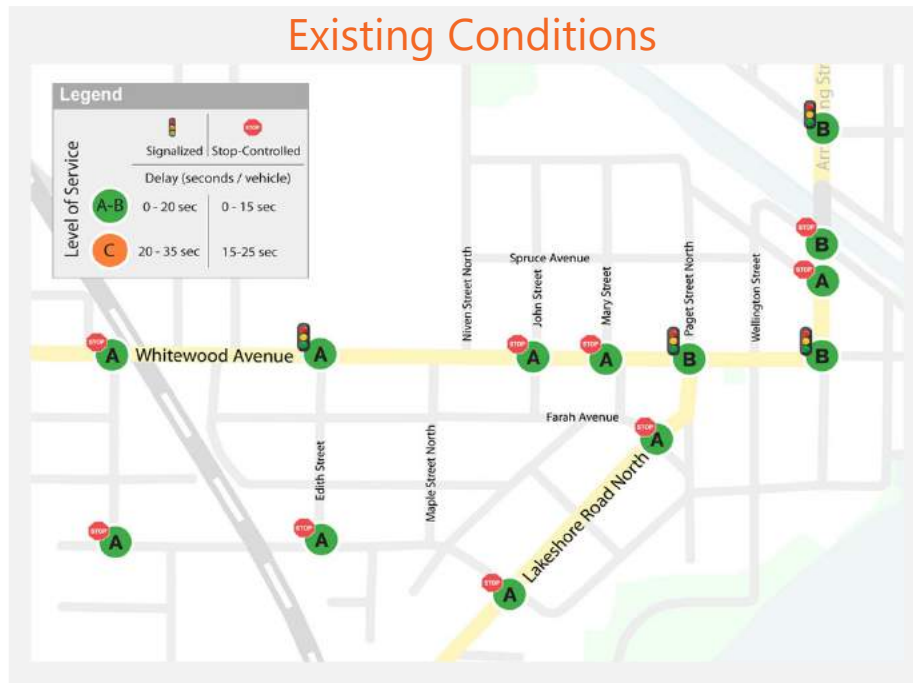


Example of a two-way stop-controlled intersection (Browning St and Lakeshore Rd) in Haileybury displaying a lack of clear pavement markings for stop bars, centerlines etc. and having no dedicated space for pedestrian crossings



Proposed Solutions

Traffic Operations in New Liskeard



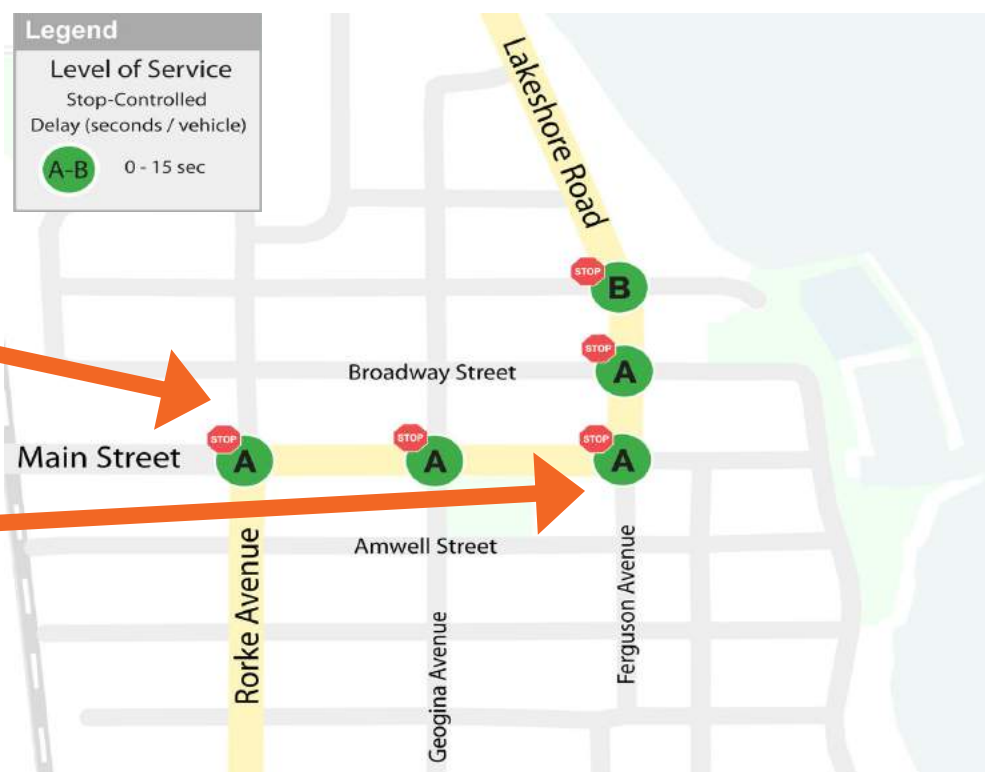
Traffic operations will remain acceptable under future conditions based on projected 5- and 20-year growth. The Level of Services (LOS) show that the transportation network within the study area will be functioning well, with low delays and no capacity issues during both AM and PM peak hours.

Traffic Operations in Haileybury

Traffic operations will remain acceptable under future conditions, based on 5- and 20-year growth projections.

Individual vehicles delays of a maximum of 15 seconds occur during peak periods and are acceptable.

Existing and Future (2028) Traffic Conditions



Recommended improvements:

All-Way Stop-Control at:

- ☐ Main St/Rorke Ave
- ☐ Main St/Ferguson Ave

Northbound Channelized right-turn removal at:

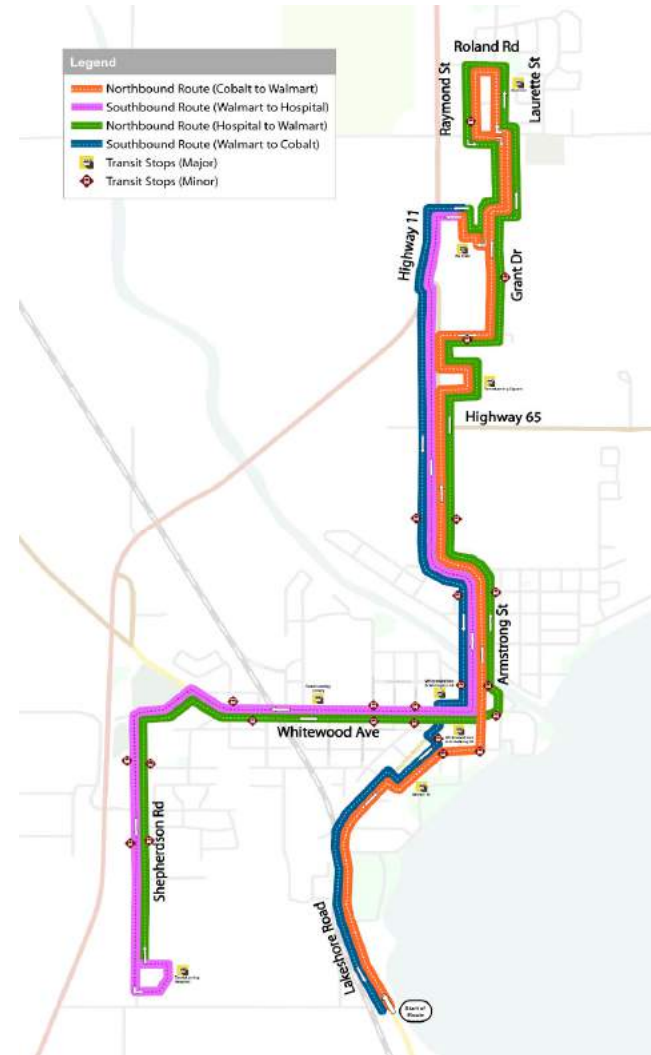
- ☐ Main St/Rorke Ave

To improve vehicular and pedestrian safety reduce turning speeds at the crosswalk.

Transit in New Liskeard

Existing Network

- Primarily operates on major arterial and collector roads, and along local roads in Dymond.
- There are 7 major bus stop locations, servicing routes on both sides of the roadway.
- There are 23 minor bus stop locations, some of which lack bus shelters.



Transit in New Liskeard

Future Recommendations

Short-Term:

- Adjust northbound route to expand service.
- Improve wayfinding and bus stop signage.
- Upgrade major bus stop infrastructures.

Long-Term:

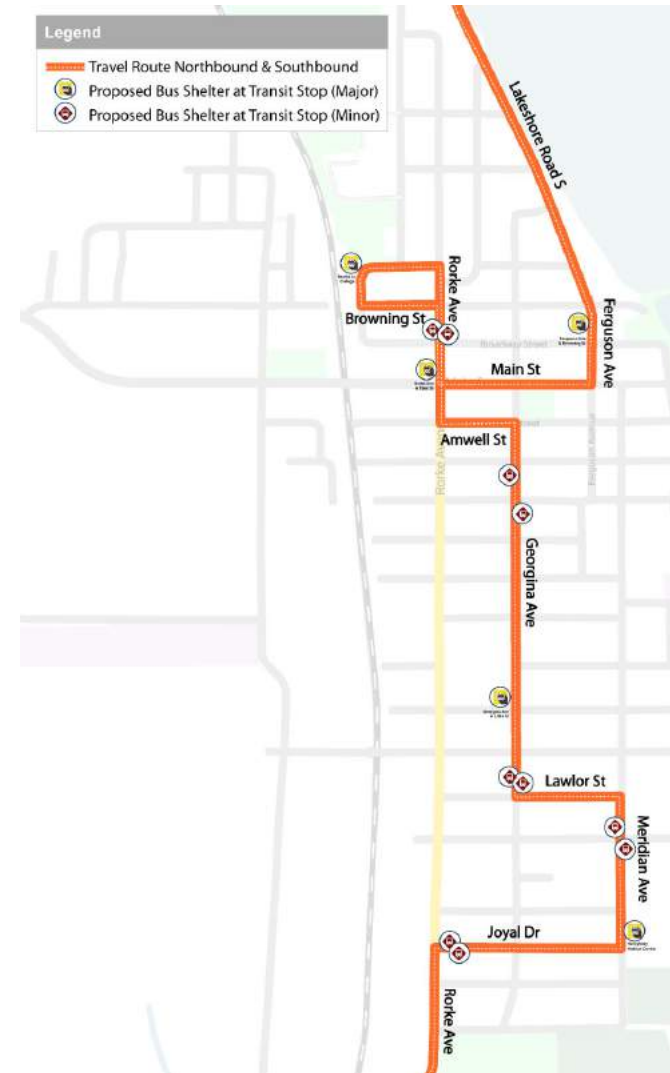
- Explore separating north-south and east-west routes for efficiency and improved frequency.
- Connect bus service to the future Northlander Rail Station in New Liskeard and enable seamless transfers between communities.



Transit in Haileybury

Existing Network

- All residential neighborhoods in Haileybury are within a 400 m radius (10-minute walk) of a bus stop.
- There are 5 major and 12 minor bus stop locations, serviced by both northbound and southbound transit routes.
- Major stops are typically marked on both sides of the road, while minor stops typically lack formalized bus stop infrastructure including concrete pads and signage.



Transit in Haileybury

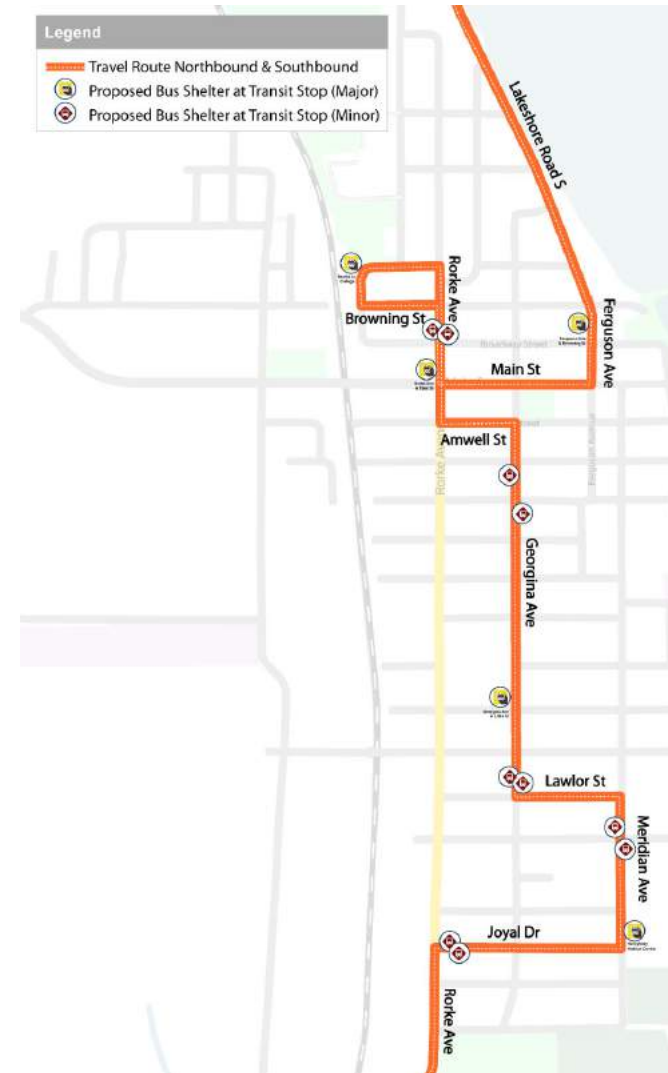
Future Improvements

Short-Term:

- Enhance service with better maps, wayfinding, and improved amenities at existing stop locations.

Long-Term:

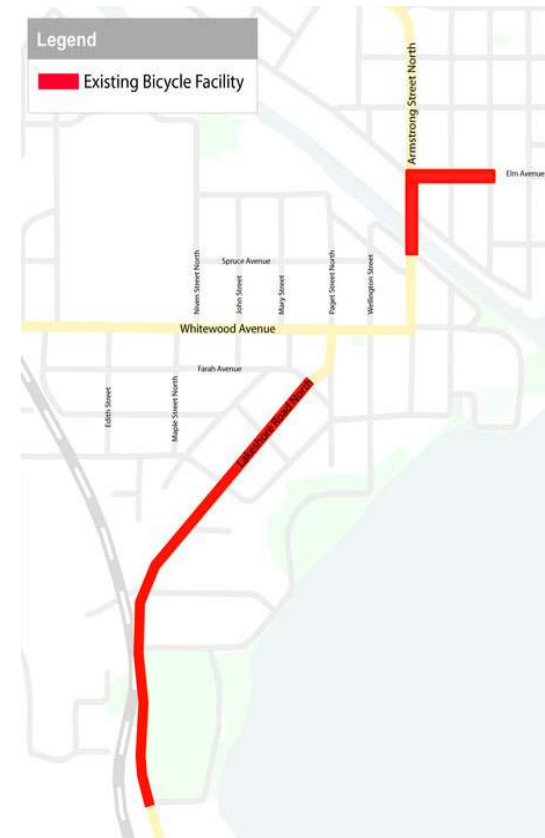
- Consider separating City service to provide a dedicated route within Haileybury, and one route connecting each community.
- Increase bus frequency and improve wayfinding for passengers to enhance convenience and efficiency.
- Advocate for a rail station in Haileybury with discounted fares for travel between the two communities.



Active Transportation in New Liskeard

Existing Conditions

- Cycling facilities are disconnected and generally insufficient across the downtown core.
- Limited and substandard pedestrian crossing opportunities on major roads including Whitewood Avenue and Armstrong Street.
- Narrow sidewalks on one side of the street, especially near Farah Avenue.
- The skewed intersection at Farah Avenue and Dymond Crescent results in a challenging 20 m crossing distance.



Active Transportation in New Liskeard

Proposed Future Network Improvements

- **New on-street bike lanes** with a safety buffer from vehicular traffic.
- **New protected intersections** to improve safety for drivers, cyclists and pedestrians.
- **Traffic calming measures** including mini-roundabouts, and new pedestrian crossings.
- **Continuous sidewalks** at select intersections to slow vehicular turning speeds in areas with increased pedestrian activity.
- **Pedestrian bridge** to improve connectivity across the Wabi River.



Active Transportation in Haileybury

Existing Conditions

- Cycling facilities are disconnected and generally insufficient across the downtown core.
- Many sidewalks are of substandard width, with minimal separation from travel lanes.
- Pedestrian crossings on Main Street are affected by the significant slope, higher-speed traffic, and lack of stop controls.
- Safety data verifies a need to address these issues for improved pedestrian safety, comfort, and accessibility in the core.



Active Transportation in Haileybury

Proposed Future Network Improvements

- **New on-street bike lanes** with a safety buffer from vehicular traffic.
- On **Main Street**, a **bi-directional cycle track** is proposed, to maintain on-street parking on both sides of the roadway.
- **New protected intersections** to improve safety for drivers, cyclists and pedestrians. An all-way stop at Main Street & Ferguson will slow traffic approaching the core.
- Additional **traffic calming measures** including new pedestrian crossings and curb bump-outs are proposed.



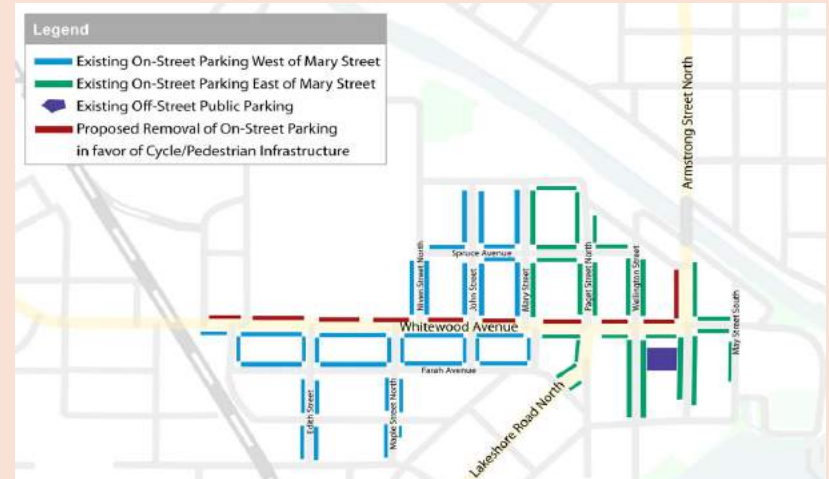
Parking Conditions in New Liskeard

Existing Conditions



- Pavement markings are insufficient in most on-street parking zones.
- Existing off-street parking lot south of Whitehead Avenue is inefficient as a gravel lot without clear delineation of parking spaces.
- There are approximately 757 on- and off-street parking spaces available.

Proposed Future Network

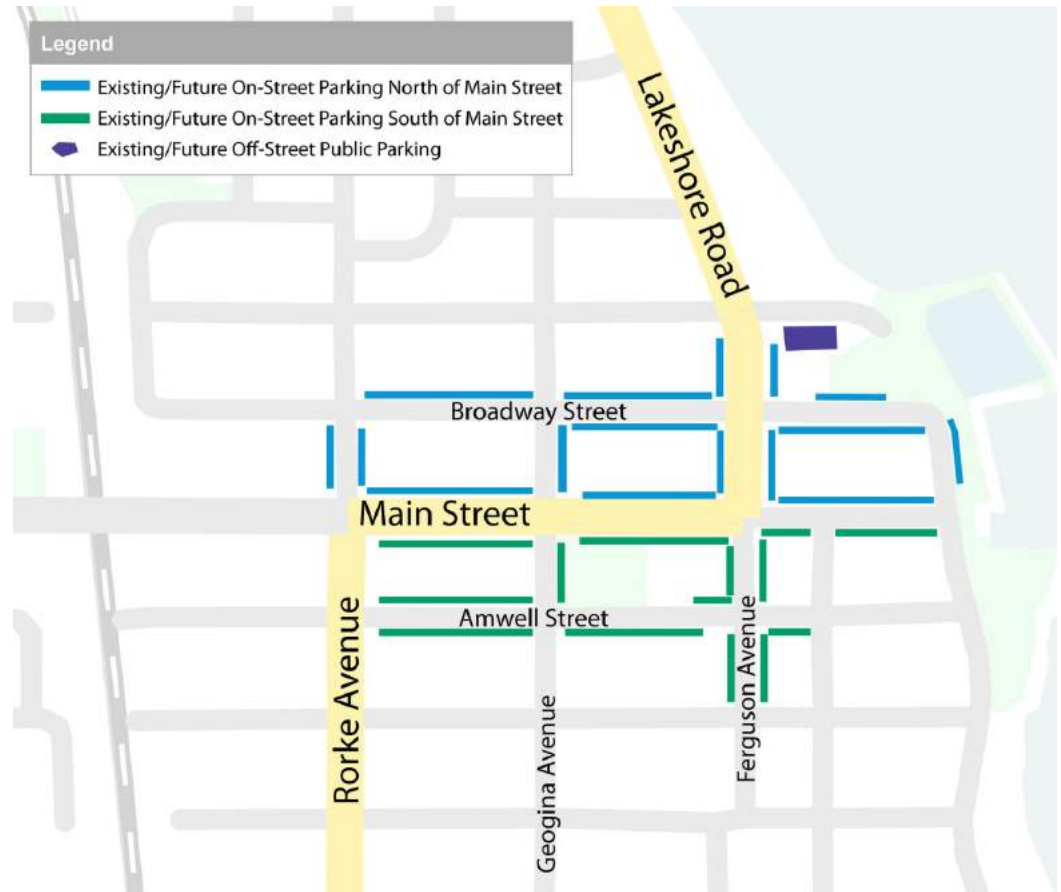


- Select on-street parking areas are proposed to be reallocated for public realm improvements including wider sidewalks, zones for street furniture, formalized bus stops and cycling infrastructure.
- The proposed changes will eliminate 80 parking spaces, maintaining a total of 677 parking spaces in the downtown area.
- To improve the parking experience, it is recommended that the off-street lot south of Whitehead Avenue be upgraded from gravel to asphalt with painted markings, lighting, and wayfinding signage.

Parking Conditions in Haileybury

No changes planned for on- or off-street parking facilities in Haileybury.

- On-street parking reductions are not recommended due to high demand on Main Street and limited off-street alternatives.
- The proposed bi-directional cycle track on Main Street will utilize space within the existing right-of-way, by narrowing travel lane widths and delineating parking spaces. The proposed design preserves on-street parking on both sides of Main Street.
- There are approximately 941 on- and off-street parking spaces available, including the off street lot by Browning Street. The majority of on-street spaces are not clearly marked along residential streets, however provide sufficient supply around the core.



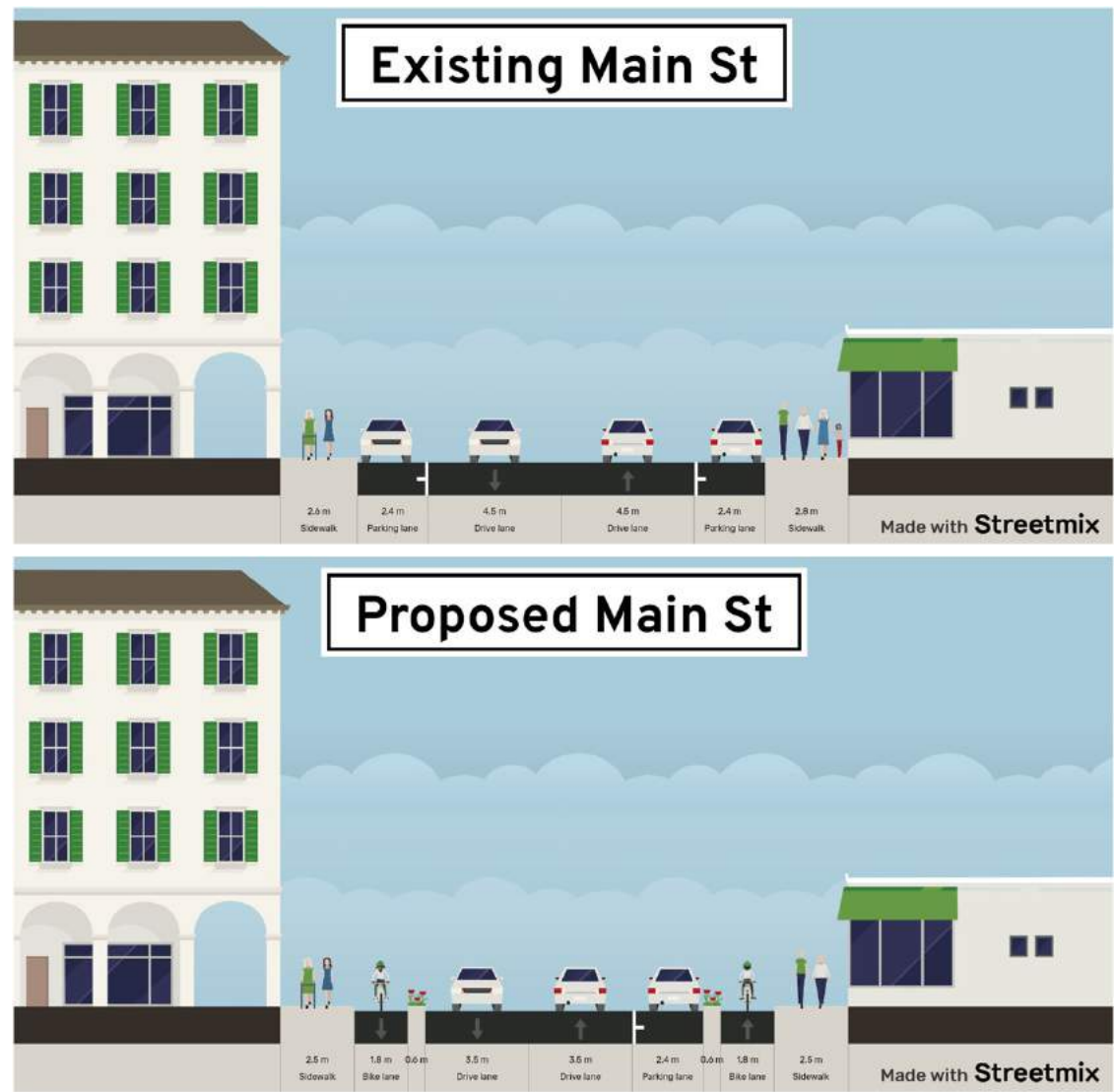
Recommended Complete Streets Cross Section: New Liskeard



Recommended Complete Streets Cross Section: New Liskeard



Recommended Complete Streets Cross Section: Haileybury



Recommended Complete Streets Cross Section: Haileybury

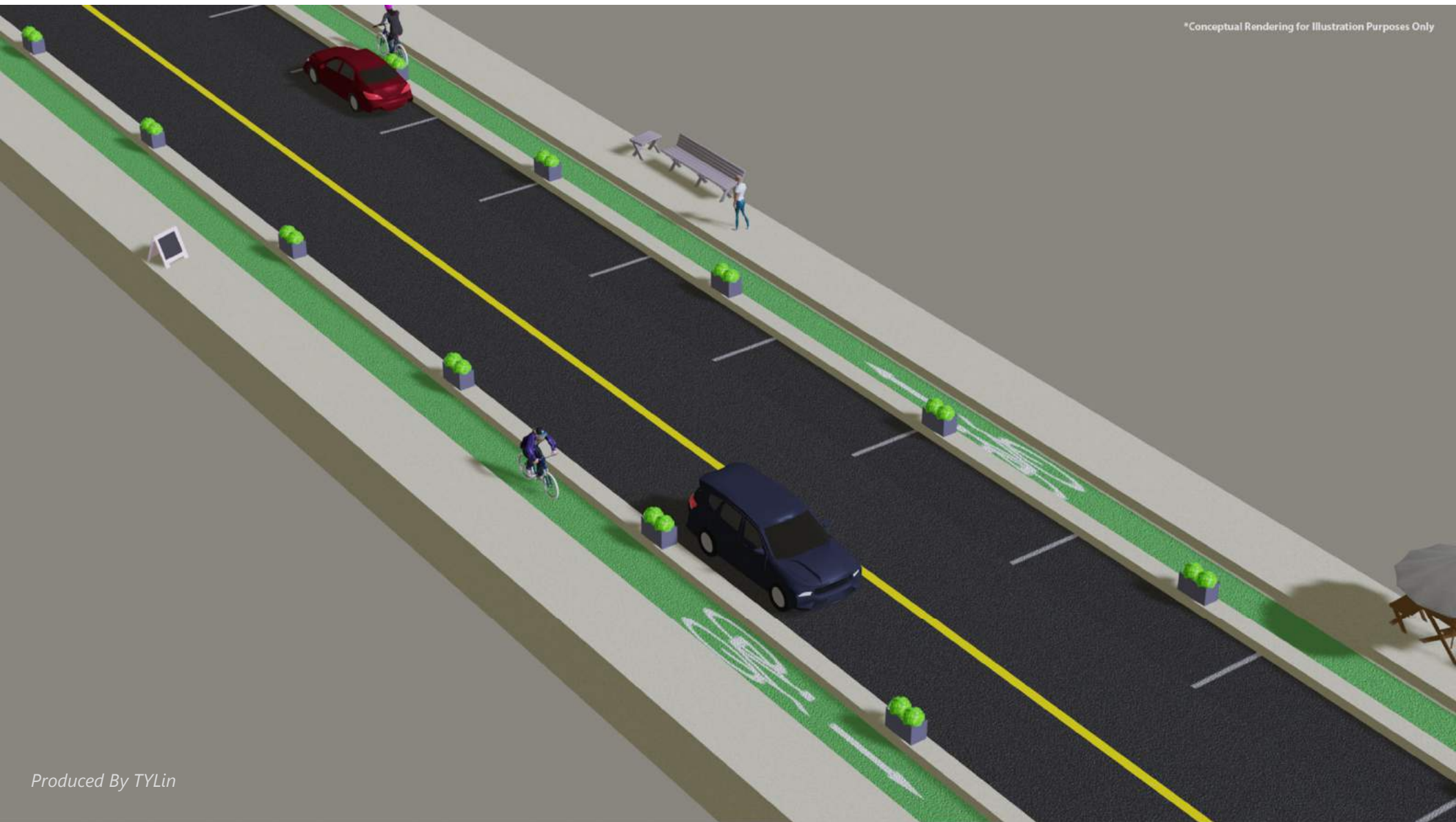


Whitewood Ave Visualization

Existing Road

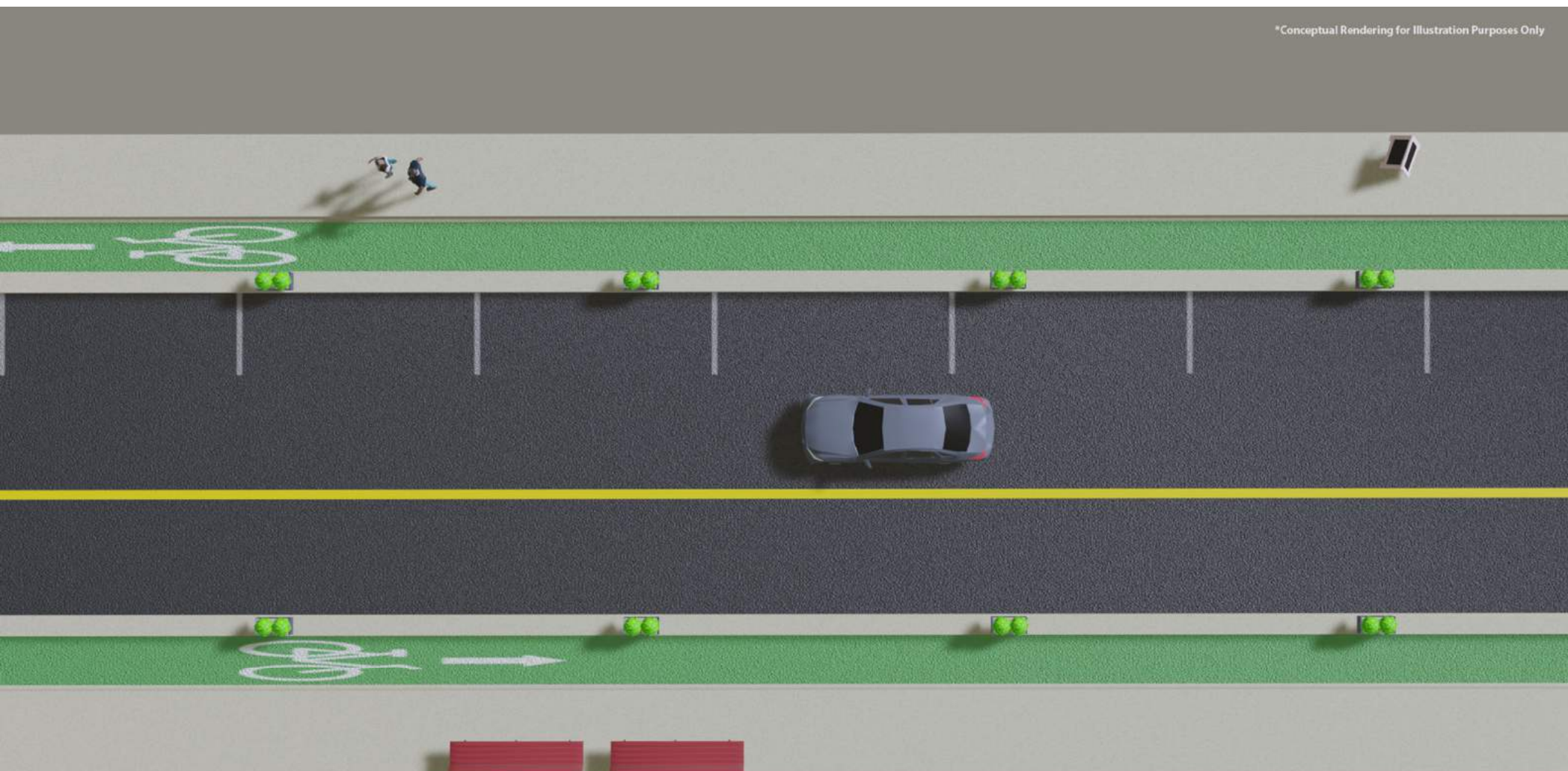


*Conceptual Rendering for Illustration Purposes Only



Produced By TYLin

*Conceptual Rendering for Illustration Purposes Only



Produced By TYLin

Whitewood Ave Rendering

Proposed Road Improvements

*Conceptual Rendering for Illustration Purposes Only



Produced By TYLin

Whitewood Ave Rendering

Road After Improvements



What we heard

Public Open House





Consultation Summary

The public provided valuable input and showed great interest in the Mobility Study. Multiple comments circled around the following themes:

- **Traffic Calming and Safety:** Concerns and suggestions were raised regarding the need for traffic calming measures, especially near schools, with a specific mention of TDSS and NLPS.
- **Bike Lanes and Continuous Sidewalks** received positive feedback, with support for connections from downtown to the waterfront and other strategic locations. There were specific requests for bike lanes on Sharpe Street to enhance connectivity.
- **Pedestrian Safety:** There were calls for additional pedestrian safety measures, such as a pedestrian light at John Street, PXOs at various locations, and improvements to crosswalk markings.
- **Parking:** Consideration for the removal of on-street parking in certain areas. Suggestions for changes in parking arrangements, including flipping parking to the business side of the street in New Liskeard. Specific locations, such as Rorke, were highlighted for attention, with suggestions for better pavement markings and the long-overdue need for traffic calming.

Overall, the community showed an active support for the improvement of transportation infrastructure, safety measures, and the aesthetic appeal of public spaces.

TYLin

Implementation



Phase 1: Minor Traffic Improvements

Traffic Control Upgrades

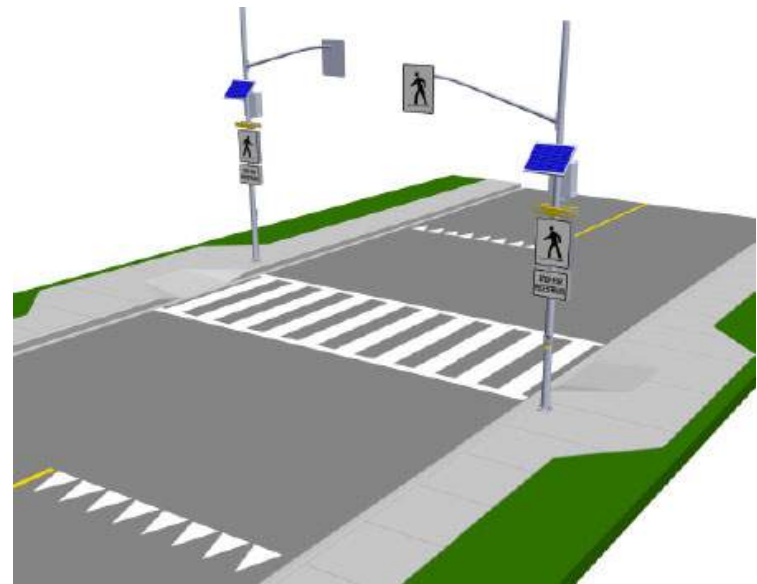
Traffic Operations and All-Way Stop Control (AWSC) analysis for the future scenarios support upgrading following intersections to have All-way Stop Control for added safety, despite not meeting volume threshold:

- ❑ Main St & Ferguson Ave (2028)
- ❑ Main St & Rorke Ave (2043)

Pedestrian Crossovers (PXO)

PXOs are proposed at the following intersections for safer pedestrian crossing:

- ❑ Broadway St & Ferguson Ave (Haileybury)
- ❑ Armstrong St & Church St (New Liskeard)



Example of a Pedestrian Crossover (PXO), Level 2:
Type B. Source: Ontario Traffic Manual, Book 15

Phase 1: Safety Improvements

Pavement Markings

To improve visibility and delineation between vehicular traffic and vulnerable road users, pavement markings should be applied for:

- ☐ Striped Crossing at intersections
- ☐ Centerlines
- ☐ On-Street bike lanes
- ☐ On-Street parking

Curb Extensions for Safety

Curb Extensions are recommended in New Liskeard at the following intersections:

- ☐ Whitewood Ave & Armstrong St
- ☐ Whitewood Ave & Edith St
- ☐ Whitewood Ave & Paget St

Overall, this phase addresses some safety concerns and gaps in the existing roadway network for vulnerable road users through great measures that align with the Complete Streets Framework.

Phase 1 Components & Cost Estimates

Phase 1 (1-5 years)		
Category	Item	Cost
Traffic Controls, Intersection & Pavement Design	Stop Signs	\$700
	Pedestrian Crossovers (PXO)	\$40,000
	Pavement Markings	\$9,870.04
	<i>Subtotal</i>	<i>\$50,570.04</i>
Traffic Calming Measures	Curb Bump-Out	\$60,000.00
	<i>Subtotal</i>	<i>\$60,000.00</i>
Total		\$110,570.04

Phase 2 Components & Cost Estimates

Phase 2 (5-10 years)		
Category	Item	Cost
Active Transportation	Concrete Sidewalk Construction	\$27,847.89
	Crosswalk	\$67,905
	Painted Bike Lanes	\$4,833,020
	Protected Intersection	\$9,100,000
	Pocket Park	\$1,064,000
	<i>Subtotal</i>	<i>\$15,092,772.89</i>
Transit	Bus Pad	\$110,925
	Bus Shelter	\$1,170,000
	Bike Rack	\$9,800
	Wayfinding Signage	\$910
	<i>Subtotal</i>	<i>\$1,291,635</i>

Category	Item	Cost
Traffic Calming Measures	Mini Roundabout	\$750,000
	<i>Subtotal</i>	<i>\$750,000</i>
Parking & Placemaking	Parking Lane Marking	\$2,030
	Parking Lot Paving	\$104,400
	<i>Subtotal</i>	<i>\$106,430</i>
Total		\$17,240,837.89

Overall Cost Estimates

Overall Cost Estimate	
Category	Cost
Active Transportation	\$15,092,772.89
Transit	\$1,291,635.00
Traffic Controls, Intersection & Pavement Design	\$50,570.04
Traffic Calming Measures	\$810,000.00
Parking and Place Making	\$106,430.00
Total	\$17,351,407.93

Funding Opportunity



Green Municipal Fund (GMF)

The Green Municipal Fund, a \$1.6 billion program funded by the Government of Canada. Its aim is to accelerates local governments' transition to sustainability through a unique mix of funding, resources, and training, empowering municipalities to enhance resilience and improve the lives of Canadians.

GMF Target Sub-Sectors for Change:

- 1 Energy
- 2 **Transportation** →
- 3 Land Use
- 4 Circular Economy
- 5 Water

GMF aims for net-zero transportation emissions in municipalities through demand management, affordable transit, and active transportation, utilizing zero-emission vehicles. Investments also prioritize resilience in infrastructure and equipment.

Overview of GMF's Pilot Project – Signature Initiatives:

- **Planning Studies**
 - Grant for up to 50 percent of eligible costs
 - Up to a maximum of \$175,000
- **Feasibility Studies**
 - Grant for up to 50 percent of eligible costs
 - Up to a maximum of \$175,000
- **Pilot Projects**
 - Grant for up to 50 percent of eligible costs
 - Up to a maximum of \$500,000
- **Capital Projects**
 - Combined grant and loan for up to 80% of eligible costs
 - Loan up to a maximum of \$10 million
 - Grant up to 15% of total loan amount.



Funding Opportunity

Discussions with GMF:

- Discussion with GMF indicate a typical 50% grant for studies and pilot projects
- New offer to launch this spring that may allow applicants to receive grants covering up to 80% of project costs.
- These applicants include:
 - Municipalities (or their partners) with a population of 10,000 or under;
 - The city had a total population of 9,634 in the Canada 2021 Census
 - Regional governments or groups of municipalities where the average population of the member municipalities is 10,000 or under ;
 - Eligible Indigenous communities; and,
 - Northern communities.

Northern and Indigenous communities applying to the GMF for the first time may qualify for grants covering up to 100% of eligible costs.

As a northern community, Temiskaming Shores could benefit greatly from this opportunity.



Opportunity Federal Funding for Full Reconstruction

- With Federal grant funding possible up to 100%, it is recommended that the City consider applying as soon as possible.
- Unlocks the opportunity for the immediate advance of Detailed Design and Construction of streetscape improvements for the full downtown core.
- Project can start right away and be complete within the next 5 years.

Study Next Steps

Next Steps:

- Council to endorse the Downtown Cores Mobility Plan
- TYLin to finalize the Downtown Cores Mobility Plan documentation.
- Publish Notice of Completion



Additional Considerations

Recommended that the City consider:

- Preparation of GMF Application
- Detailed Design & Construction of Downtown Streetscape Plan
- Implementation of a Traffic Calming Policy
- Consideration of Automated Speed Enforcement Implementation Strategy
- Consider advancing study & redesign of Rorke Avenue
- Transit Master Plan & Northlander Integration Strategy
- City-wide Active Transportation Plan update
- Paid Parking Study or limited Pilot Program
- Planning as a Service Operational Strategy

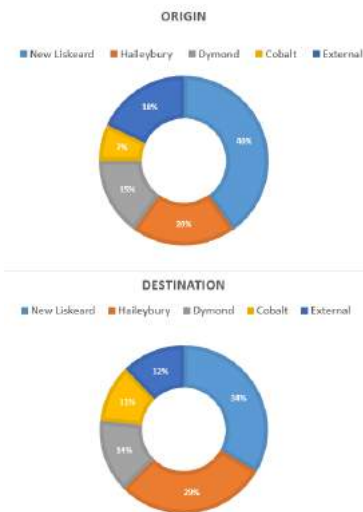


Appendix

Traffic Assessment – Origin-Destination

– Percentage Breakdown

Origin	Destination	% Trips
New Liskeard	New Liskeard	18%
New Liskeard	Haileybury	12%
New Liskeard	Dymond	2%
New Liskeard	Cobalt	3%
New Liskeard	Outside Temiskaming	5%
Haileybury	New Liskeard	3%
Haileybury	Haileybury	12%
Haileybury	Dymond	0%
Haileybury	Cobalt	2%
Haileybury	Outside Temiskaming	2%
Dymond	New Liskeard	4%
Dymond	Haileybury	1%
Dymond	Dymond	7%
Dymond	Cobalt	0%
Dymond	Outside Temiskaming	3%
Cobalt	New Liskeard	0%
Cobalt	Haileybury	1%
Cobalt	Dymond	0%
Cobalt	Cobalt	4%
Cobalt	Outside Temiskaming	2%
Outside Temiskaming	New Liskeard	8%
Outside Temiskaming	Haileybury	4%
Outside Temiskaming	Dymond	4%
Outside Temiskaming	Cobalt	3%
Total		100%



– Attracted Trips in Temiskaming Region

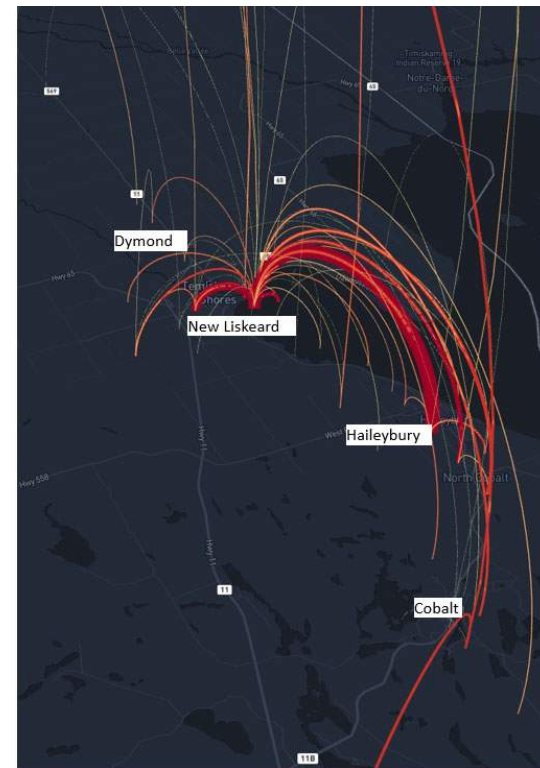


Origin-Destination

– Regional Origin Destination flows

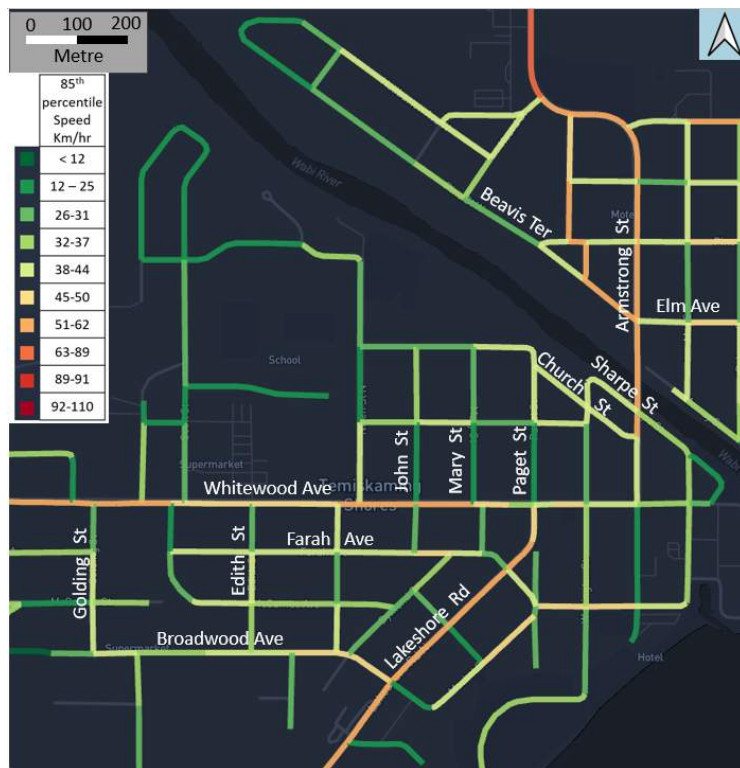


– Local Origin Destination Flows



Traffic Assessment - Speeds

– AM 85th Percentile Speed

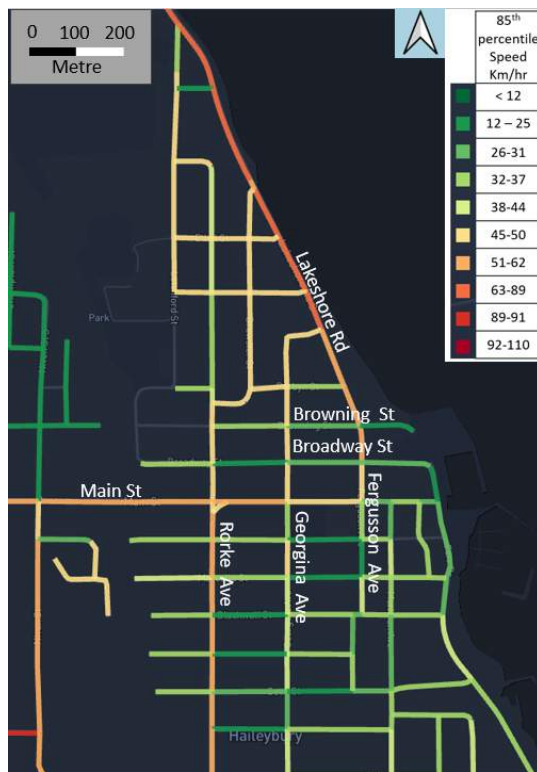


– PM 85th Percentile Speed



Traffic Assessment - Speeds

– AM 85th Percentile Speed



– PM 85th Percentile Speed



Why Complete Streets?

Why do we need Complete Streets?

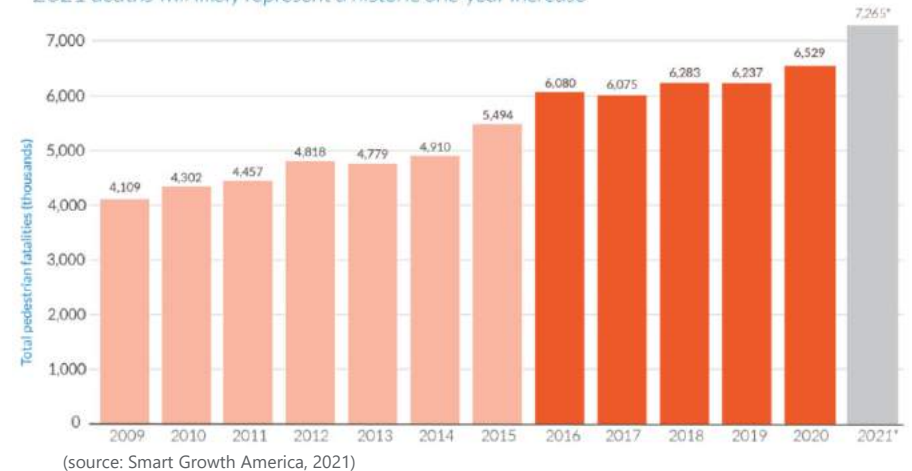
There is an alarming increase in the numbers of people struck and killed while walking. Speed is the main culprit in these fatalities. Design decisions have often prioritized speed at the expense of safety.

One of the best ways to reduce speeds and speeding is through a different approach to street design that prioritizes safety above all else, but especially over vehicle speed.

Next to safety, complete streets address important topics such as

- Accessibility;
- Health;
- Sustainability;
- Equity;
- Community building;
- Congestion on streets;
- Quality of life.

Driving went down in 2020, but deaths of people walking increased 4.7%
2021 deaths will likely represent a historic one-year increase



Why Complete Streets?

Benefits of Complete Streets

Cost effectiveness. Complete Streets can be achieved through incremental change over time, phasing, and interim conditions.

Sustainability. Complete Streets can help minimize impacts on climate and the environment through providing tree canopies and incorporating innovative stormwater solutions.

Enhanced safety. Complete Streets are committed to minimizing traffic injuries and fatalities.

Promotion of physical activity. Jurisdictions across North America reference Complete Streets as an effective preventative health strategy

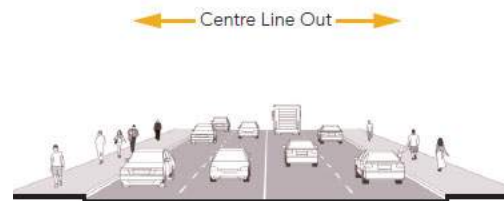
Improved livability. Through green spaces, reduced noise and stress, and enhanced aesthetics, Complete Streets make communities more pleasant and vibrant.

Placemaking. Complete Streets animate the public realm and invite people to meet, linger, and socialize.

Economic activity. Streets are the front door to many businesses and the quality of a street's environment can affect its economic vitality.

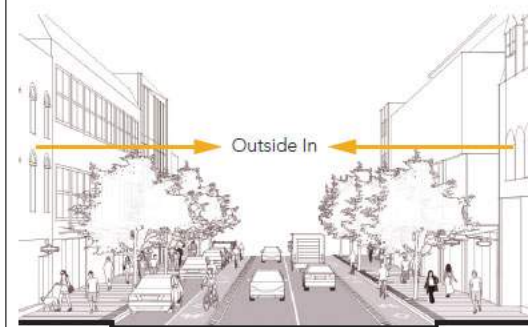
Inclusion of everyone. Thanks to thoughtfully designed streets with a readable and predictable layout everyone feels safer to navigate streets.

OUR DESIGN GOALS HAVE CHANGED



THEN

Auto-Mobility
Automobile Safety



NOW

Multi-modal Mobility + Access
Public Health/Safety
Economic Development
Environmental Quality
Livability/Quality of Life
Equity

(source: City of Toronto Complete Streets Guideline, 2023)

Complete Streets – Multi-modal design



Complete Streets prioritize various modes of transportation: walking, cycling, public transit, and driving.

The goal is to provide reliable, convenient, and attractive **mobility choices** while supporting more efficient, active, and healthier forms of travel.

Complete Streets – Spatial Division

Streets can be divided into **zones for activity, street furniture, and transport**.

These areas can be divided into the frontage zone, pedestrian clearway zone, street furniture zone, kerb zone, buffer zone, carriageway, central divider, and cycle path. Vegetation and areas for handling stormwater may form part of the central divider, street furniture zone or frontage zone.

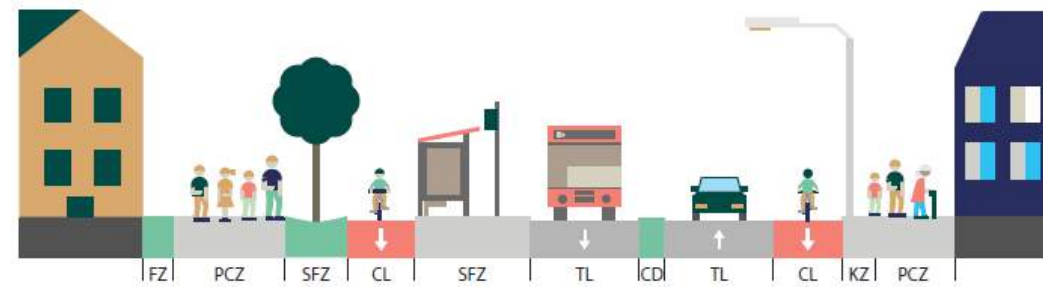


FIGURE 3-1 Example of the structure of the street.

FZ: frontage zone
PCZ: pedestrian clearway zone
SFZ: street furniture zone
KZ: kerb zone
TL: traffic lane
CD: central divider
CL: cycle lane

Complete Streets – Universal Design

Universal design for complete streets is the principle of designing streets and transportation infrastructure to be **accessible, usable, and welcoming to people of all ages and abilities**. It emphasizes inclusivity by ensuring that streets accommodate a wide range of users.

Universal design helps to improve everyday life for all groups of users.

Basing the design around the group with the greatest needs will ensure that the needs of the greatest possible number of people can be met.



UNIVERSAL DESIGN

- Does the design of the street provide universal accessibility?
- Are there any conditions that limit the possibility for universal design, such as the gradient?
- Is there an alternative route that supports universal design, if this cannot be achieved in the street?
- Are there natural guidelines in the planned design or do guidelines need to be established?
- How is universal design addressed in adjacent streets? It is important to provide coherence and readability.

Complete Streets – Community Engagement



Community engagement is essential to ensure transportation planning and design **align with the unique needs, preferences, and aspirations** of the local community.



A **community engagement strategy** will help leverage local expertise and community ownership. It can also help create better decision-making, inclusive and tailored solutions, and local buy-in and support.

4

Framework

Complete Streets Implementation

Downtown Cores Vision



City of Temiskaming Shores
Downtown Cores
Mobility Study



Complete Streets in Temiskaming Shores

- There is an opportunity to enhance the two downtowns in Temiskaming Shores through a Complete Streets framework. Through data gathering, community engagement, and a needs assessment the City can develop design guidelines and policies and prioritize projects in the two downtown cores.
 - Complete Streets are already mentioned in the City's Active Transportation Plan, with specific ideas proposed for the Wabi River Bridge.
- Design and implementation of complete streets measures can be tested first through **pilot projects**. The budget can initially be kept small through implementing interim measures and rapid implementation.
- The City needs to develop a way to **monitor and assess** the performance of its complete streets projects in order to build on its successes and learn from its mistakes.



Start small: Create separation between motorized vehicles and bikes through inexpensive measures.

Complete Streets in Temiskaming Shores

The major streets in New Liskeard (Whitewood Ave & Armstrong St) and Haileybury (Main St & Ferguson Ave) are very wide and allow for a redesign of lanes, sidewalks, bike paths, and more.

In addition, there is a great opportunity to implement street trees and vegetation as a way to separate lanes and create a natural buffer.



Existing cross section at four major corridors in New Liskeard and Haileybury. Vehicle lanes are wide, parking is provided on both sides of the street. There is a lack of space for active transportation.

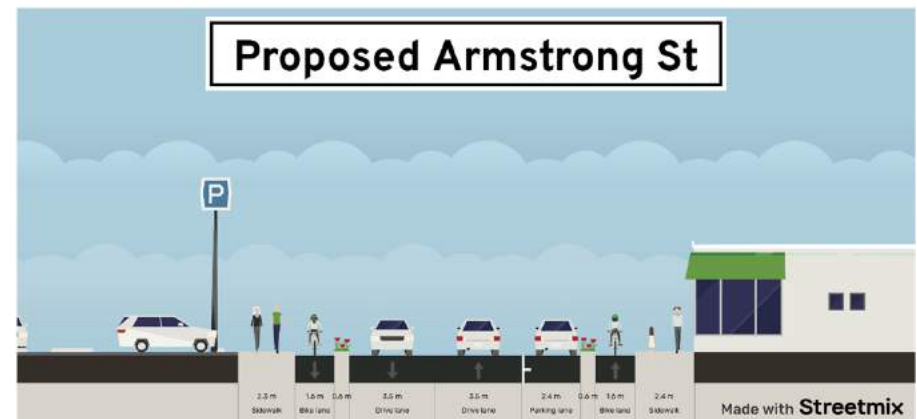
Complete Streets in Temiskaming Shores

Implementation of **Protected intersections** at Whitewood Ave & Armstrong St and Main St & Ferguson Ave

- **Curb extensions** improve visibility, decrease pedestrian crossing distances, slow down motor vehicles, and provide additional public space.
- **Reduction of lane widths.** Wider travel lanes are correlated with higher vehicle speeds. Reducing the lane width would give more space to active transportation as well as street furniture and space for winter maintenance.

Continuous sidewalks can be implemented along the major corridors first to invite people to visit the downtown cores without a vehicle and provide a calmer exploration of the downtown cores.

Protected **bike lanes** can be implemented to connect trails such as STATO to the downtown cores.



Example of a proposed cross section on Armstrong Street. Parking is provided on one side. Protected bicycle lanes on both sides – the bicycle lane buffer includes planters to beautify the street.

Rebecca Hunt

From: [REDACTED] Claire Hendrikx [REDACTED]
Sent: Monday, February 5, 2024 12:45 PM
To: Rebecca Hunt; Brigid Wilkinson
Subject: Temiskaming Shores Public Library Board of Directors

Hello Rebecca & Brigid,

Hope all is well

Please accept this email as notice of my resignation from the Temiskaming Shores Public Library Board of Directors. Thank you for the opportunity to have served on this very important board. Best of luck with your ongoing projects.

Thanks
Claire Hendrikx



The Honorable Mayor and City Council
City of Temiskaming Shores
325 Farr Drive

February 12, 2024

RE: Request for Permission to Conduct Door-Knocking Campaign

Dear Mayor and Esteemed Members of the City Council,

I am writing on behalf of Eastlink, a trusted provider of Telecommunication Services in the local community. We respectfully request permission to conduct a door-knocking campaign within the City of Temiskaming Shore from March 11th to 30th, 2024.

Eastlink prioritizes the safety and security of residents in all our endeavors. We understand the importance of responsible door-knocking practices and would like to highlight the following measures we implement to ensure resident well-being:

Thorough Background Checks: All our representatives undergo comprehensive background checks conducted by accredited vendors, ensuring their professional suitability and trustworthiness.

Strict Data Protection: We never collect credit card information or conduct on-the-spot payments. Orders are processed solely through Eastlink's secure internal call center, Advantage, with no credit checks performed without the customer's explicit verbal consent.

Proven Track Record: We have a successful history of conducting door-knocking campaigns in numerous cities, including Sudbury, Timmins, and others, without any reported issues. We are confident in our ability to replicate this success in your community while adhering to the highest ethical standards.

We believe our campaign will offer valuable benefits to the residents of City of Temiskaming Shores. There many residents today who don't have access to High Speed Internet services today.

Our goal is to inform residents about the availability of our services, potentially enhancing access to education/career opportunities and solutions that can improve their lives.

6080 Young Street 8th Floor Halifax, Nova Scotia B3K 5L2

eastlink.ca



Our presence can foster healthy competition within the marketplace, potentially leading to positive impacts on service costs and quality for residents.

As evidenced by our listing on the Temiskaming Chamber of Commerce website, we are a recognized and respected service provider, committed to ethical business practices and community engagement.

We are confident that our door-knocking campaign will be conducted with the utmost professionalism and responsibility, respecting the privacy and safety of your residents. We are prepared to address any specific concerns you may have and are committed to collaborating with the city council to ensure a smooth and successful campaign.

Thank you for your time and consideration. We look forward to your positive response and the opportunity to serve the residents of City of Temiskaming Shores.

Sincerely,

Louigi Salvati

Director of Sales and Marketing

Eastlink

EARLTON-TIMISKAMING REGIONAL AIRPORT DECEMBER 2023

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$4,157	\$294,423
Operations	\$9,873	\$339,321
	<hr/>	<hr/>
	\$14,030	\$633,744

EXPENSES

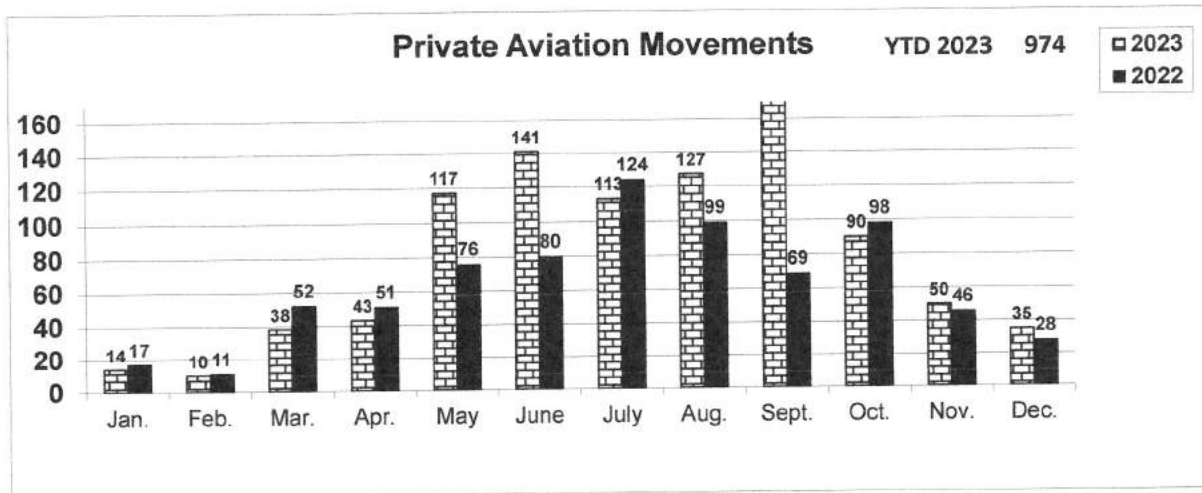
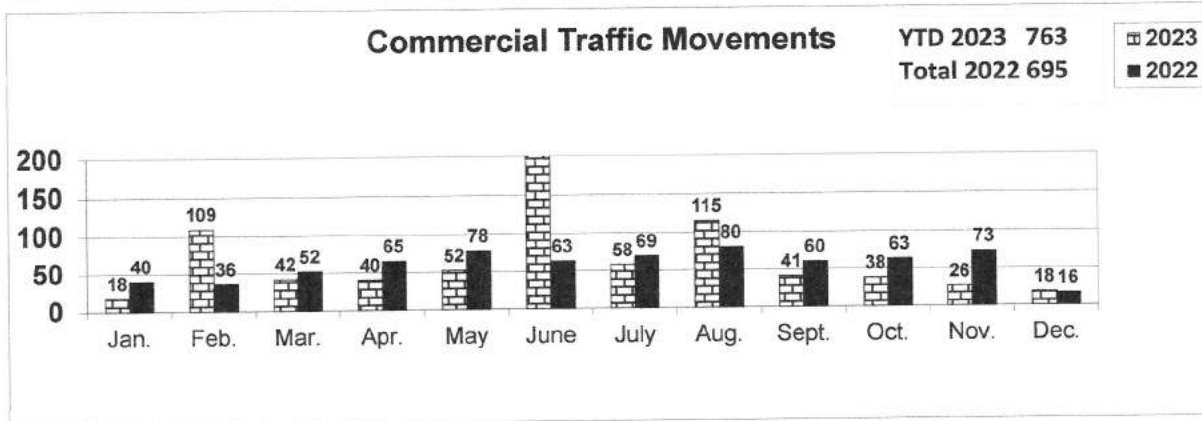
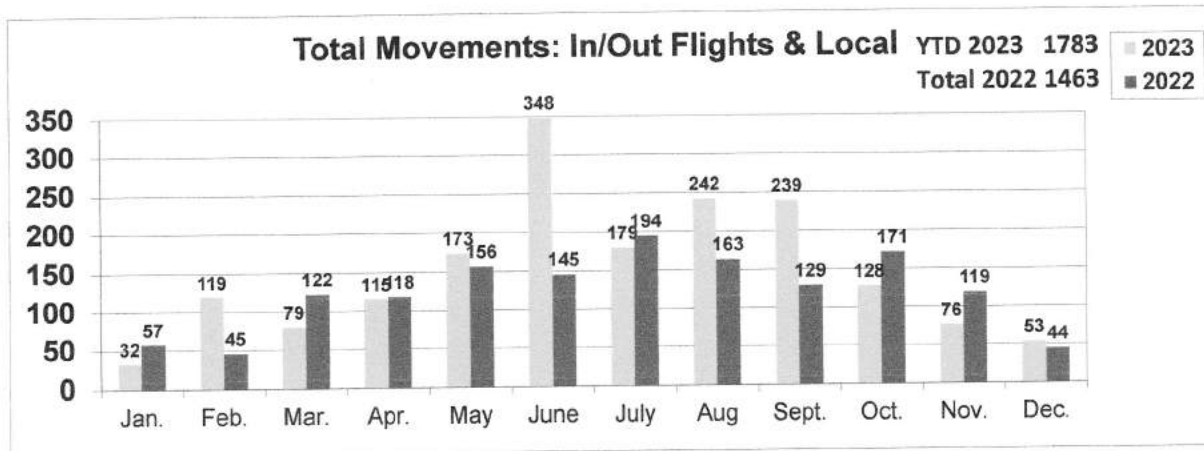
Fuel	\$0	\$188,727
Operations	\$30,569	\$333,190
	<hr/>	<hr/>
	\$30,569	

NET PROFIT/LOSS

Fuel	\$4,157	\$105,696
Operations	-\$20,696	\$6,131
Capital Expenses		
	<hr/>	<hr/>
	-\$16,539	\$111,827

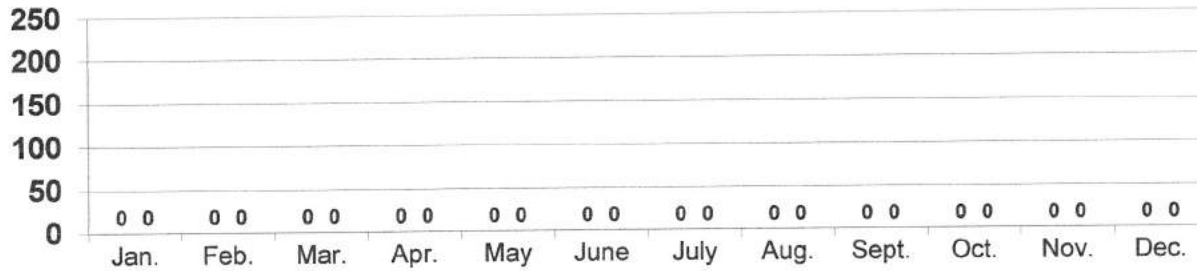
<u>FUEL INVENTORY - JET A1</u>	\$	16,569
<u>FUEL INVENTORY - AVGAS</u>	\$	6,811
<u>FUEL INVENTORY - DIESEL</u>	\$	4,933

ANNUAL AIRCRAFT MOVEMENTS



Air Carriers Movements

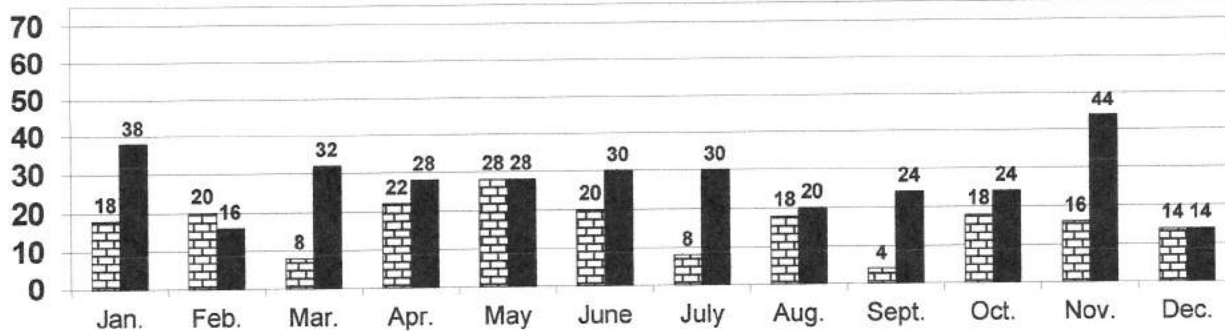
2023
2022



Air Ambulance Movements

YTD 2023 194
Total 2022 328

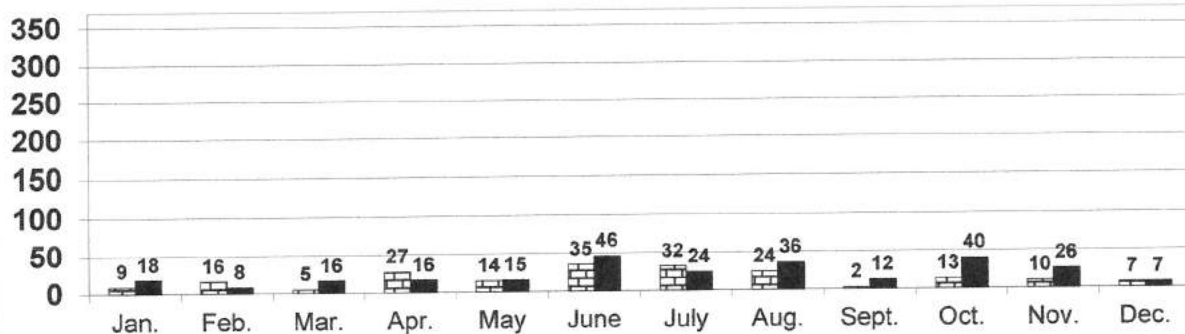
2023
2022



Pgrs. via Air Charter

YTD 2023 194
Total 2022 264

2023
2022



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	\$3,048.00
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	\$4,920.00
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	\$161,927.00

Donation

Kerns	358	\$3,508	
Total Contributions		\$165,435	\$161,927

As of January 9, 2024

EARLTON-TIMISKAMING REGIONAL AIRPORT JANUARY 2024

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$6,679	\$301,102
Operations	\$7,075	\$346,396
	<u>\$13,754</u>	<u>\$647,498</u>

EXPENSES

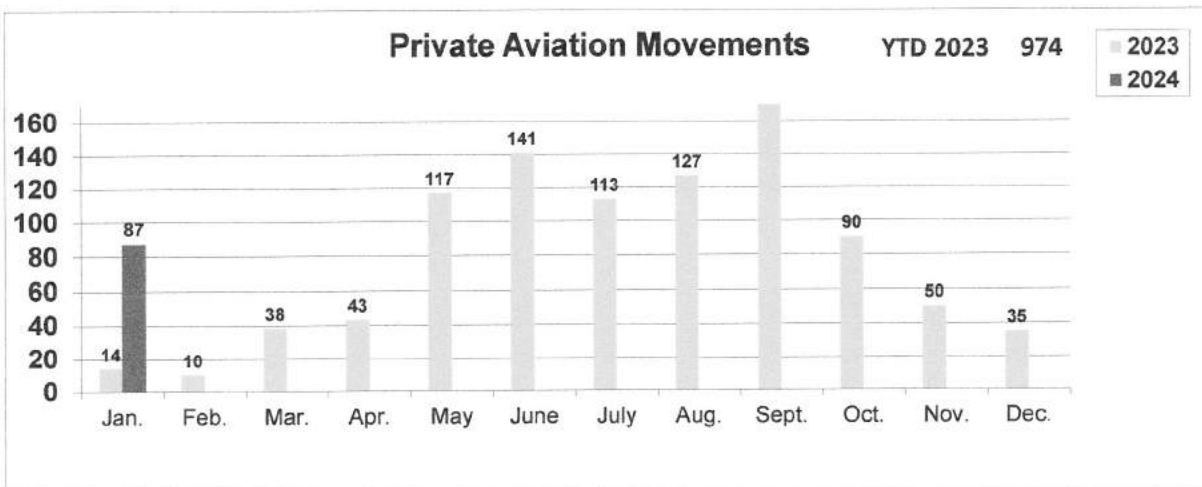
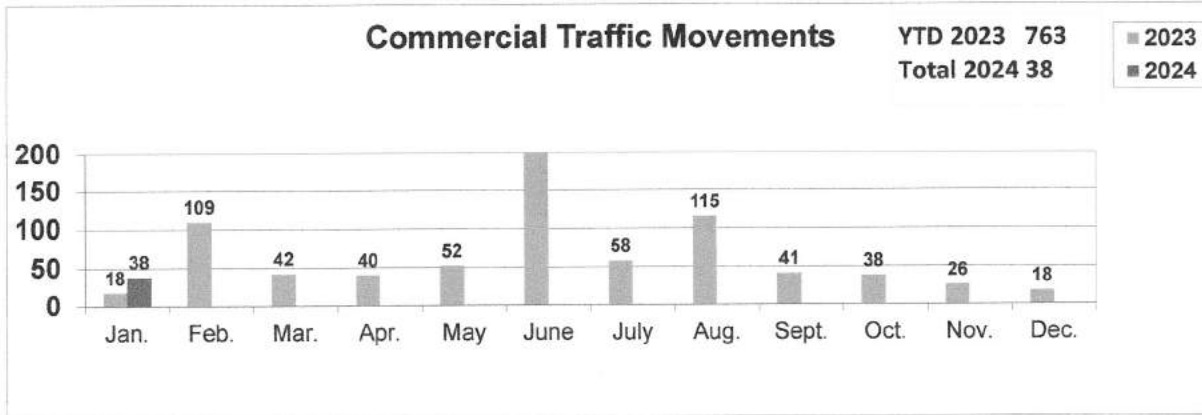
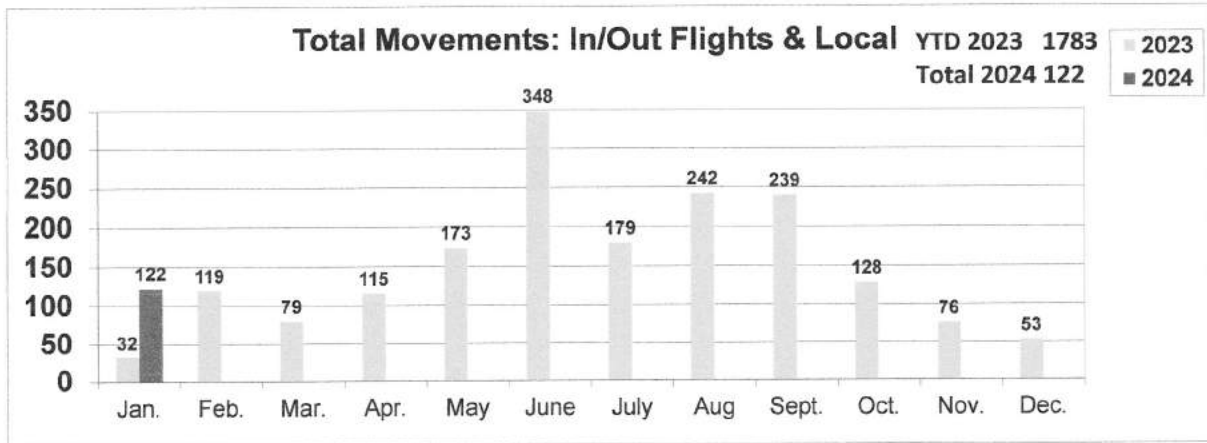
Fuel	\$0	\$188,727
Operations	\$59,669	\$392,871
	<u>\$59,669</u>	<u>\$581,598</u>

NET PROFIT/LOSS

Fuel	\$6,679	\$112,375
Operations	-\$52,594	-\$46,475
Capital Expenses		
	<u>-\$45,915</u>	<u>\$65,900</u>

<u>FUEL INVENTORY - JET A1</u>	\$	13,514
<u>FUEL INVENTORY - AVGAS</u>	\$	4,387
<u>FUEL INVENTORY - DIESEL</u>	\$	5,554

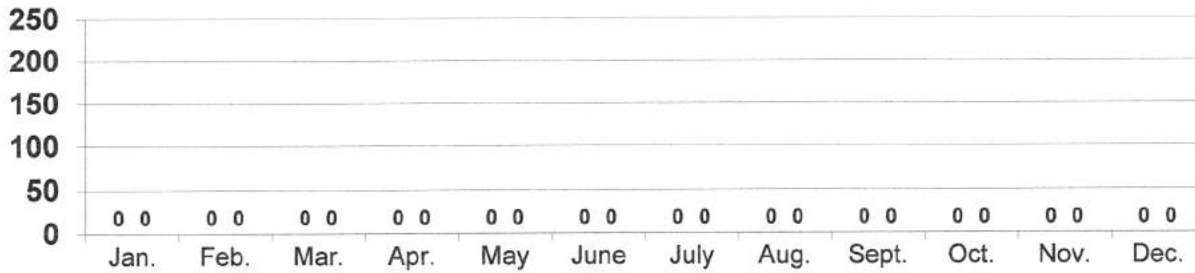
ANNUAL AIRCRAFT MOVEMENTS



Air Carriers Movements

2023

2024



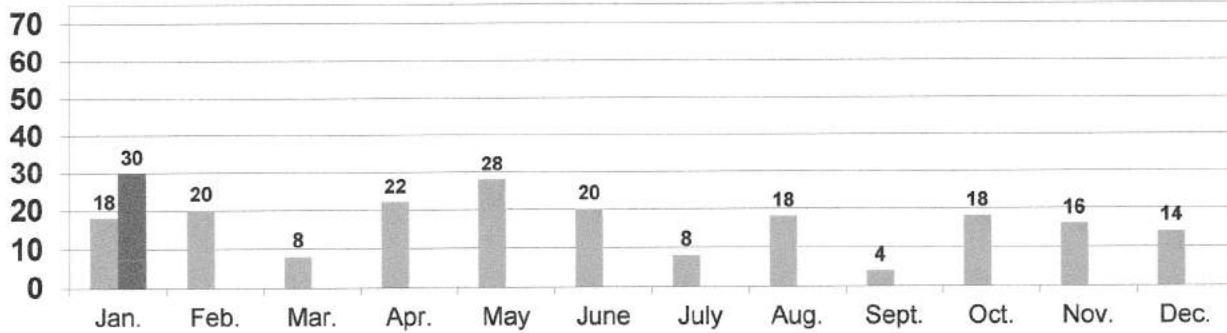
Air Ambulance Movements

YTD 2023 194

Total 2024 30

2023

2024



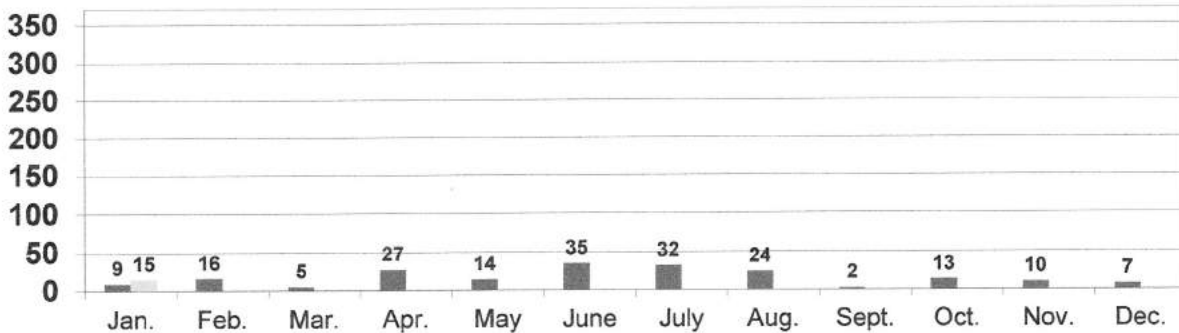
Pgrs. via Air Charter

YTD 2023 194

Total 2024 15

2023

2022



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	\$3,048.00
Charlton and Dack	686	\$6,723	\$6,723.00
Coleman	517	\$5,067	\$5,067.00
Englehart	1442	\$14,132	\$14,132.00
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Temiskaming Shores	9634	\$94,413	\$94,413.00
Thornloe	92	\$902	\$902.00
Total Contributions	16523	\$161,927	\$161,927.00

Donation

Kerns	358	\$3,508	
Total Contributions		\$165,435	\$161,927

As of February 8, 2024

EARLTON-TIMISKAMING REGIONAL AIRPORT FEBRUARY 2024

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$11,673	\$312,775
Operations	\$10,763	\$357,158
	<hr/>	<hr/>
	\$22,436	\$669,933

EXPENSES

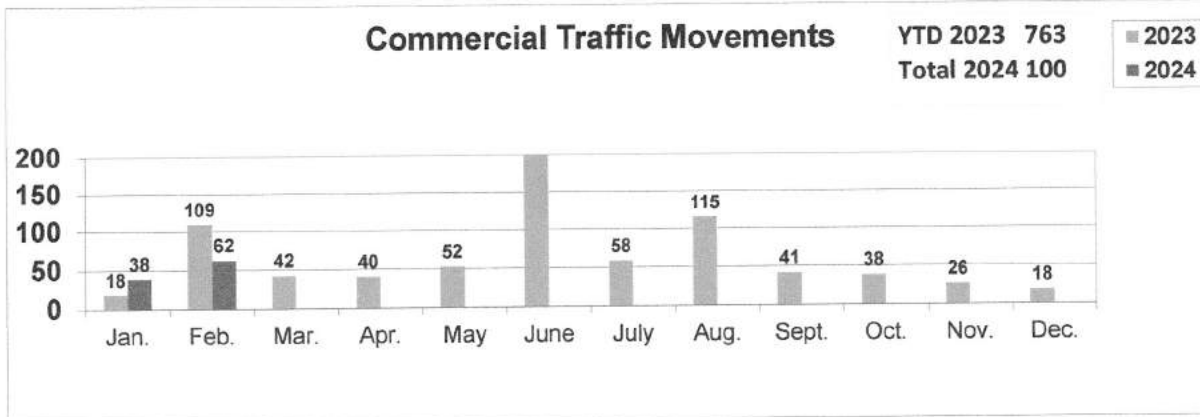
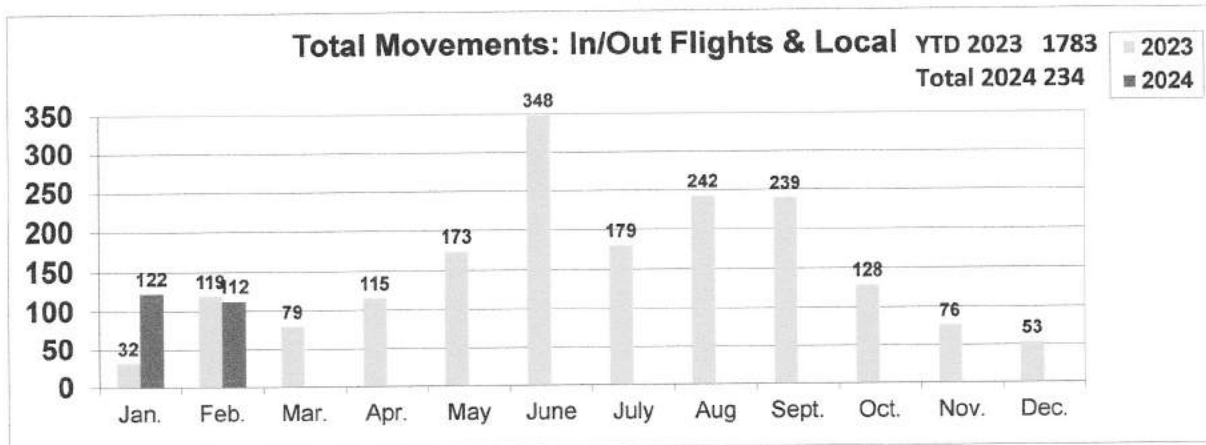
Fuel	\$44,157	\$232,883
Operations	\$34,164	\$427,036
	<hr/>	<hr/>
	\$78,321	\$659,919

NET PROFIT/LOSS

Fuel	-\$32,484	\$79,892
Operations	-\$23,401	-\$69,878
Capital Expenses		
	<hr/>	<hr/>
	-\$55,885	\$10,014

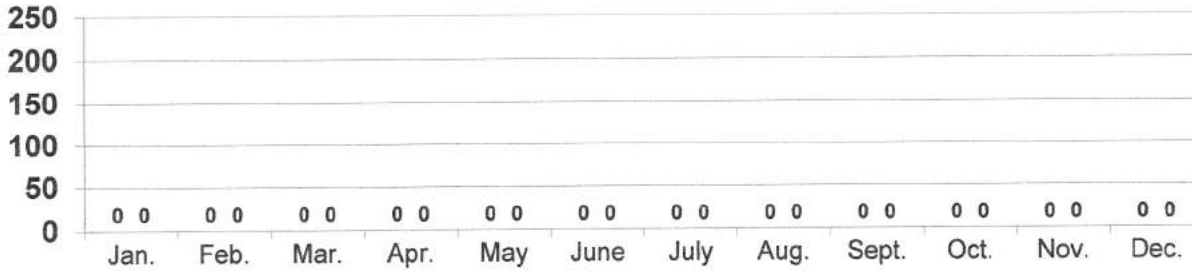
<u>FUEL INVENTORY - JET A1</u>	\$	29,041
<u>FUEL INVENTORY - AVGAS</u>	\$	21,634
<u>FUEL INVENTORY - DIESEL</u>	\$	4,540

ANNUAL AIRCRAFT MOVEMENTS



Air Carriers Movements

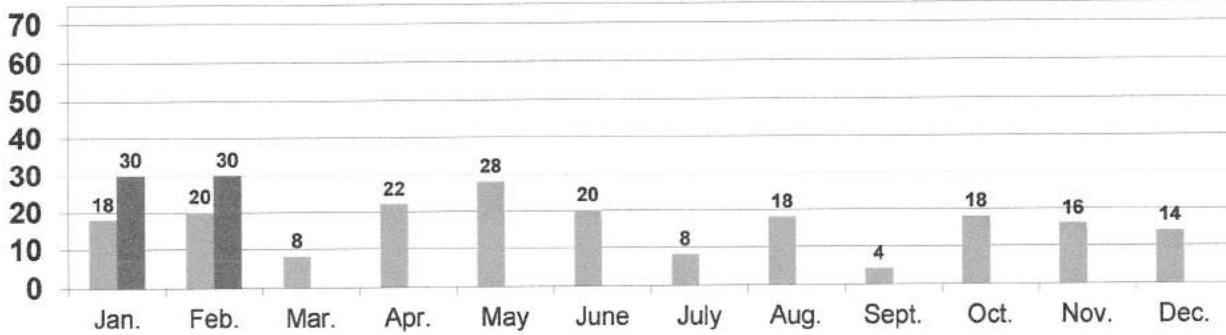
2023
2024



Air Ambulance Movements

YTD 2023 194
Total 2024 60

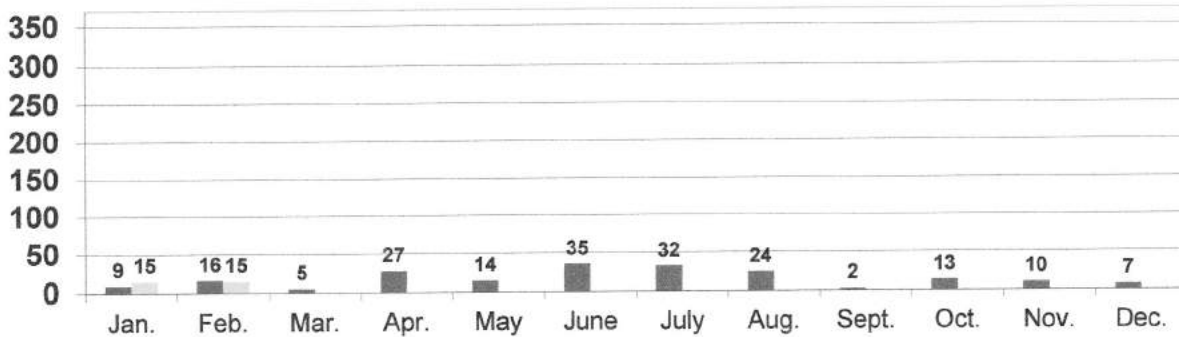
2023
2024



Pgrs. via Air Charter

YTD 2023 194
Total 2024 30

2023
2022



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2023 Sharing Contribution
Per Capita Contribution - \$9.80

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Temiskaming Shores	9634	\$94,413	\$94,413.00
Thornloe	92	\$902	\$902.00
Total Contributions	16523	\$161,927	\$161,927.00

Donation

Kerns	358	\$3,508	\$3,000.00
Total Contributions		\$165,435	\$164,927

As of March 7, 2024

Logan Belanger

To: Amy Vickery
Subject: RE: Invitation to participate in Autism Ontario's "Fly the Flag" campaign on April 2nd, 2024, in celebration of World Autism Awareness Day

You don't often get email from erika.luoma@autismontario.com. [Learn why this is important](#)

Dear Amy Vickery, City Manager, City of Temiskaming Shores,

World Autism Day is fast approaching! Help us Celebrate the Spectrum for World Autism Day on April 2, 2024, and throughout April! Supporting Celebrate the Spectrum for World Autism Day this year is an excellent opportunity for your municipality to show support for autistic individuals across Ontario.

Join Autism Ontario to Celebrate the Spectrum this World Autism Day by purchasing a flag for our "Fly the Flag" campaign and formally proclaiming **April 2, 2024, as World Autism Awareness Day** to show your autism support.

Purchase a flag through our website at
<https://www.autismontario.com/civicrm/contribute/transact?reset=1&id=53>.

What is Celebrate the Spectrum? Celebrate the Spectrum is our theme for World Autism Day celebrations. It is an opportunity for positive action to provide spaces of support and advocacy for our diverse communities while learning about autism and how we can all make our communities better for autistic individuals. Similar to previous Autism Ontario World Autism Day campaigns, Celebrate the Spectrum unites families, schools, communities, businesses, government, and professionals in recognizing World Autism Day by celebrating people on the autism spectrum and bringing to light the systemic barriers that must be removed to create a more supportive and inclusive Ontario.

We are always available to help with resources and ideas on how you can get involved. If you have any questions, please contact me directly, and I will gladly assist you.

Many thanks for your consideration,
Erika Luoma
(A mother of an autistic son and resident of Northern Ontario)



Erika Luoma (she/her/elle)

Fund and Volunteer Coordinator – North Region | Coordonnatrice régionale des bénévoles et du développement du financement – Région du Nord

Autism Ontario | Autisme Ontario

autismontario.com | autismontario.com/fr

1179, rue King Ouest, bureau 004 | 1179 King St. W., Suite 004 | Toronto, ON | M6K 3C5

T: 1-800-472-7789 ext. 223 | **E/C:** erika.luoma@autismontario.com

Celebrate 50 years of autism advocacy with us!

DONATE NOW

[Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#)

****Pour les services en français, veuillez envoyer un courriel à melanie@autismontario.com****



Township of Perry

PO Box 70, 1695 Emsdale Road, Emsdale, ON POA 1J0

PHONE: (705)636-5941

FAX: (705)636-5759

www.townshipofperry.ca

February 26, 2024

Via Email

The Honourable Doug Ford, Premier of Ontario
Premier's Office
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

**RE: Request to the Province to Amend Blue Box Regulation for
'Ineligible' Sources**

At their last regular meeting on Wednesday February 21, 2024, the Council of the Corporation of the Township of Perry supported the following:

"Resolution #2024-52

Moved by: Paul Sowrey

Seconded by: Jim Cushman

Whereas under Ontario Regulation 391/21: Blue Box producers are fully accountable and financially responsible for their products and packaging once they reach their end of life and are disposed of, for 'eligible' sources only;

And Whereas 'ineligible' sources which producers are not responsible for include businesses, places of worship, daycares, campgrounds, public-facing and internal areas of municipal-owned buildings, and not-for-profit organizations, such as shelters and food banks;

And Whereas should a municipality continue to provide services to the 'ineligible' sources, the municipality will be required to oversee the collection, transportation, and processing of the recycling, assuming 100% of the costs;

Be it resolved that the Council of the Corporation of the Township of Perry hereby request that the province amend Ontario Regulation 391/21: Blue

Box so that producers are responsible for the end-of-life management of recycling products from all sources;

And further that Council hereby request the support of all Ontario Municipalities;

And further that this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Andrea Khanjin, Minister of the Environment, Conservation, and Parks, the Honourable Graydon Smith, MPP Parry Sound-Muskoka, and to all Ontario Municipalities.

Carried."

Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bm', is positioned above the typed name of the signatory.

Beth Morton
Clerk-Administrator

BM/ec

c.c. Honourable Andrea Khanjin, Minister of Environment, Conservation and Parks
Honourable Graydon Smith, MPP Parry Sound-Muskoka
All Ontario Municipalities



Legal Services / Clerk's Department

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February 23, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

Re: Lambton County Council Motion

Please be advised that at its regular meeting of February 07, 2024, Lambton County Council Passed the following resolution:

#25: Ferguson/Bradley:

WHEREAS the Province of Ontario has agreed to assume responsibility for the Gardiner Expressway and the Don Valley Parkway from the City of Toronto, which will be uploaded to the Province of Ontario;

WHEREAS like the City of Toronto, The Corporation of the County of Lambton and all municipalities in the Province of Ontario are experiencing significant financial and budgetary pressures including those related to infrastructure development, maintenance and repairs, and are seeking reasonable solutions to address the same while balancing their financial books;

WHEREAS the uploading of municipal highway infrastructure to the Province of Ontario or, alternatively, appropriately increasing the Ontario Community Infrastructure Fund to Ontario municipalities will assist municipalities in addressing such financial challenges;

THEREFORE, BE IT RESOLVED:


- a) That the Province of Ontario: (i) upload from local municipalities the responsibility of and costs associated with the continued construction, operation, and maintenance of major municipally-owned highways throughout the Province of Ontario to the Ontario Ministry of Transportation; or (ii) alternatively, if uploading is not the preferred option of the Province and/or local municipality, to appropriately increase the

Ontario Community Infrastructure Fund to municipalities so as to fairly and equitably allocate resources to Ontario municipalities.

- b) That a copy of this resolution be circulated to all municipalities in Ontario; the Association of Municipalities of Ontario; Sarnia-Lambton MPP, Bob Bailey; the Ontario Minister of Transportation, the Hon. Prabmeet Singh Sarkaria; and the Premier of Ontario, the Hon. Doug Ford.

Carried.

Kind Regards,

DocuSigned by:

5897867E2272445...

Olivia Leger
Clerk/County Solicitor

Encl #CC 04-10-24

cc: Association of Municipalities of Ontario
All Ontario Municipalities
Bob Bailey, M.P.P. Sarnia-Lambton Riding
Hon. Prabmeet Singh Sakaria, Ontario Minister of Transportation

February 2024

“The Timiskaming Community Safety and Well-Being (CSWB) Committee is a multi-sectoral group representing 23 municipalities within Timiskaming District, including the municipality of Temagami.”



TIMISKAMING

SIX MONTH REPORT

CSWB GOALS:

Increasing access, lowering barriers, reducing crises, high quality health & wellbeing.

Greater housing inventory, more housing options, more pathways to housing, expanded shelter services.

Creating career pathways for local work opportunities, reducing skilled job vacancies and underemployment.

Addressing root causes of poverty, improving public transportation, reducing food insecurity.

Building sense of community around the environment, creating plans for mitigating climate change effects.

Increasing feelings of belonging and safety, ensuring access to justice, improving road safety.

Success of the CSWB to date:

Since adopting the CSWB Plan in 2022, the following has been accomplished:

Hired CSWB coordinator (June 2023)

Built district-wide capacity and established a steering committee and 4 working groups (September to October 2023)

Expressed advocacy to the Provincial Government for financial support of the implementation of Ontario CSWB Plans (November to January 2023)

Developed connections with 24 liaisons to organizations and programs outside the umbrella of the CSWB Committee (Ongoing 2024)

Held 18 meetings, engaged 12 exterior organizations, completed and supported 4 funding opportunity applications (Ongoing 2024)

What is the CSWB doing for our communities?

Health & Well-Being:

Goal: Linking municipalities to community health, and improving accessibility to health services.

In Action: Developing an effective service map for the health of our communities.

Housing & Homelessness:

Goal: Increasing the availability of housing options, and serving community members experiencing homelessness.

In Action: Addressing housing-related stigma in our communities.

Community Safety:

Goal: Increasing feelings of safety and belonging in our communities, ensuring accessible justice, and improving road safety for all Timiskaming residents.

In Action: Combining efforts with the Timiskaming Drug and Alcohol Strategy.

Direct Action Response Team (DART):

Goal: Addressing short-term initiatives and emerging issues in our communities.

In Action: Exploring opportunities for inter-municipality transportation.

PHU-THU Merger: Community Update

February 29, 2024

Together, the Porcupine Health Unit and the Timiskaming Health Unit strive for an efficient and effective integration of our public health units to strengthen public health in Northeastern Ontario. We are committed to transparent communication, fostering a positive and inclusive culture, and optimizing our resources to deliver resilient and responsive public health programs and services for the best possible health outcomes in the diverse communities we serve.

Porcupine Health Unit-Timiskaming Health Unit (PHU-THU) merger updates are expected to be shared quarterly with municipalities, First Nations communities, and community partners.

Questions or comments can be sent to [Rachelle Côté](#) or [Lori McCord](#).

Where are we now?



- Working on an application for the merger, as required by the Ministry of Health.
- Developing change management plans for staff and partners to help streamline this transition.
- Established an organizational structure for the merger integration team and created work plans to organize key projects and timelines.
- Members of the Board of Health (BOH) merger working group have been selected, with equal representation from both boards.

Communities and Public Health

- Merging the health units will increase efficiency and capacity to strengthen public health programs and services for all communities.
- There are many partnerships shared between PHU and THU. The health units will maintain these key partnerships to work together to continue to meet the needs of our communities.

Next steps

- Continuing to work on the merger application, which will be submitted by April 2nd to the Ministry of Health.
- The ministry has shared an approval process, and it is expected that final government approval will be received later this fall.
- Continuing to engage municipalities, First Nations communities, community partners, and the public to ensure this merger strengthens public health and local connections.

Messaging for your community members

- Programs and services will continue as is in local health unit offices in both regions during the merger process.

Strengthening public health in Northeastern Ontario

Fusion BSP-SST : Mise à jour communautaire

Le 29 février 2024

Ensemble, le Bureau de santé Porcupine (BSP) et le bureau des Services de santé du Timiskaming (SST) travaillent à intégrer de façon efficiente et efficace nos bureaux de santé publique afin de renforcer la santé publique dans le nord-est de l'Ontario. Nous nous engageons à assurer une communication transparente, à favoriser une culture positive et inclusive et à optimiser nos ressources afin d'offrir des programmes et des services de santé publique résilients et adaptés pour obtenir les meilleurs résultats possibles en matière de santé dans les diverses communautés que nous servons.

Les mises à jour sur la fusion du Bureau de santé Porcupine et les Services de santé du Timiskaming (BSP-SST) devraient être communiquées tous les trimestres aux municipalités, aux communautés des Premières Nations et aux partenaires communautaires.

Les questions ou les commentaires peuvent être envoyés à [Rachelle Côté](#) ou [Lori McCord](#).

Où en sommes-nous aujourd'hui ?



- Travaillons sur une demande de fusion, comme l'exige le ministère de la Santé.
- Élaborons des plans de gestion du changement pour le personnel et les partenaires afin d'aider à rationaliser cette transition.
- Établissons une structure organisationnelle pour l'équipe d'intégration de la fusion et créons des plans de travail pour organiser les projets clés et les échéanciers.
- Les membres du groupe de travail sur la fusion (Conseils de la santé) ont été choisis, avec une représentation égale parmi les deux conseils.

Communautés et la santé publique

- La fusion des bureaux de santé permettra d'accroître l'efficacité et la capacité de renforcer les programmes et les services de santé publique pour toutes les communautés.
- Il existe de nombreux partenariats partagés entre le BSP et les SST. Les bureaux de santé maintiendront ces partenariats clés pour travailler ensemble afin de continuer à répondre aux besoins de nos communautés.

Prochaines étapes

- Poursuivons le travail sur la demande de fusion, qui sera soumise d'ici le 2 avril au ministère de la Santé.
- Le ministère a partagé un processus d'approbation prévu et on s'attend à ce que l'approbation finale du gouvernement soit reçue plus tard cet automne.
- Continuons de mobiliser les municipalités, les communautés des Premières Nations, les partenaires communautaires et le public pour s'assurer que cette fusion renforce la santé publique et les liens locaux.

Message pour les membres de votre communauté

- Les programmes et les services se poursuivront tels quels dans les bureaux de santé locaux des deux régions pendant le processus de fusion.

Renforçons la santé publique dans le nord-est de l'Ontario



374028 6TH LINE • AMARANTH ON • L9W 0M6

February 23, 2024

Hon. Doug Ford, Premier of Ontario
Hon. Prabmeet Sarkaria, Minister of Transportation

Sent by email to: Premier@ontario.ca; Minister.mto@ontario.ca

Re: Resolution on Highway 413

At its regular meeting of Council held on February 21, 2024, the Township of Amaranth Council passed the following resolution:

Resolution #: 3

Moved by: G Little

Seconded by: A. Stirk

Whereas the Township of Amaranth recognizes the importance for efficient and effective transportation networks in the Province and;

Whereas, the Province has committed to getting 1.5 millions home built within the next 10 years or less.

BE IT RESOLVED THAT:

The Township of Amaranth request that the Province of Ontario pause advancement on proposed highway 413 and redirect the approximate \$8 billion cost for highway 413 to support municipal infrastructure costs and housing construction initiatives and;

Further be it resolved that at least 50% of those funds be allocated for small urban and rural Ontario with populations less than 50,000. **CARRIED**

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,

Nicole Martin, Dipl. M.A.
CAO/Clerk

Copy: Hon. Sylvia Jones, MPP Dufferin-Caledon sylvia.jones@pc.ola.org
Hon. Kinga Surma, MPP Etobicoke Centre kinga.surmaco@pc.ola.org
Dufferin County Municipalities

P.O. Box 490
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A Natural Attraction

Tel: 613-392-2841
Toll Free: 1-866-485-2841
josh.machesney@quintewest.ca
clerk@quintewest.ca

Josh Machesney, City Clerk / Manager of Legislative Services

March 7, 2024

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2
Via Email - justin.trudeau@parl.gc.ca

RE: Notice of Motion – Councillor Stedall – Housing Funding

Dear Prime Minister:

This letter will serve to advise that at a meeting of City of Quinte West Council held on March 6, 2024 Council passed the following resolution:

Motion No 24-167 – Notice of Motion – Housing Funding

Moved by Councillor Stedall

Seconded by Councillor Armstrong

Whereas the City of Quinte West is in need of \$28M in funding to complete the West End Trunk Sewer Main replacement in 2024, which is critical in the ongoing development of new homes in Quinte West;

And Whereas the City of Quinte West requires \$58.6M in funding to upgrade the Trenton Wastewater Treatment Plant Upgrade building to accommodate new homes to be built;

And Whereas the City cannot afford to increase Water, Sewer or Tax rates to fund all of this infrastructure;

And Whereas increased Debt to build the projects will just increase costs to Water, Sewer and Tax rates, or increased costs to developers;

And Whereas the City of Quinte West is currently experiencing a housing crisis from all citizens but specifically with regards to over 250 requiring housing, from Military members of CFB Trenton;

And Whereas City Council approved a Housing Action Plan with a projected 831 new residential units to be completed based on anticipated Housing Accelerator Fund funding over 3 years;

And Whereas the Federal government denied the City of Quinte West the Housing Accelerator Fund;

And Whereas the City of Quinte West is not currently eligible for funding under the Provincial Building Faster Fund as its population is below the threshold;

And Whereas the City of Quinte West may make application to the provincial Housing-Enabling Water Systems Fund which has only \$200M available in funding of which the province would only fund up to 73% to a maximum of \$35M for one project;

And Whereas additional funding has not been allocated from the Federal Government to enhance the Housing-Enabling Water Systems Funding;

Now Therefore Be It Resolved That the City of Quinte West calls on the Federal Government to re-evaluate their lack of funding for municipalities with a population less than 50,000 in rural Ontario and to make available funding for infrastructure programs to help build infrastructure to help build much-needed new homes;

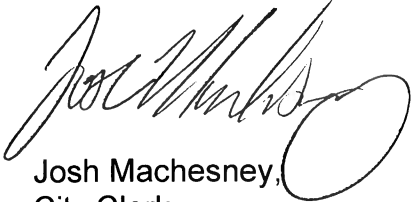
And Further That the Province of Ontario be asked to invest more than the currently allocated \$200M into their Housing Enabling Water Systems Fund;

And Further That this motion be circulated to Prime Minister Justin Trudeau, Federal Minister for Housing, Ryan Williams MP, Premier Doug Ford, the Provincial Ministers of MOI, MMAH, and Todd Smith MPP, and all municipalities, for their support. **Carried**

We trust that you will give favourable consideration to this request.

Yours Truly,

CITY OF QUINTE WEST



Josh Machesney,
City Clerk

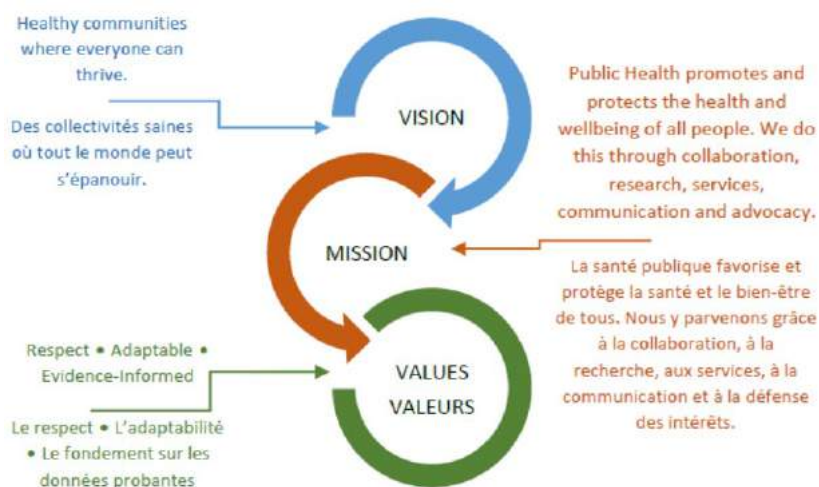
cc: Hon. Sean Fraser, Minister of Housing, Infrastructure and Communities
Ryan Williams, MP, Bay of Quinte
Hon. Doug Ford, Premier of Ontario
Hon. Kinga Surma, Minister of Infrastructure
Hon. Paul Calandra, Minister of Municipal Affairs and Housing
Hon. Todd Smith, MPP, Bay of Quinte
All Municipalities

Report to the Board of Health

Year-End Report – January to December 2023

Report Content

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



Introduction

During 2023, Timiskaming Health Unit (THU) staff continued to move forward on routinizing COVID-19 response work and recovery. THU completed an after-action review with core IMS members. After-action reviews are an essential component of the recovery phase of the emergency management cycle. They are a qualitative review conducted after the end of an emergency response to identify best practices, gaps, and lessons learned. Learnings from this review were integrated into the emergency management situational assessment and will be drawn from in related operational plans.

The COVID-19 pandemic caused severe backlogs in public health programming and planning that all THU teams continue to navigate. This has, however, provided an opportunity for renewed reflection and prioritization of our programs. In 2023, we began the work of integrating a public health program pyramid into our planning cycle. The pyramid has guided staff involved in program planning to identify critical, essential, aspirational, and legacy work and to think critically about gaps and opportunities. We also have begun the work of critically examining the planning cycle and its associated tools to best support staff in implementing the foundational standards.

COVID-19 also showed THU how synergetic our connection to the Porcupine Health Unit is and a joint team between the health units have begun the work of initiating a voluntary merger with the assistance of Dr. Marlene Spruyt. Our school teams collaborated on a variety of projects, the environmental health teams completed joint training exercises, and health promoters connected on common initiatives such as the Icelandic Prevention Model.

Additional highlights of Timiskaming Health Unit work from January to December of 2023 are further described below.

In the Spotlight and On Our Radar

Violence

Violence is recognized as a pervasive and destructive force in society.¹ It has devastating mental and physical impacts on the victims, witnesses, families, and society at large. It can be manifested as gender-based violence, elderly abuse, bullying, community violence, etc. In 2018, the topic of Violence was added to the Ontario Public Health Standards, acknowledging it as a public health priority and requiring boards of health to address it by assessing risks and protective factors and collaborating with local partners to build on community assets.

THU has developed its first operational plan focused on the topic of violence for 2024. Work for this year includes continuing with the collaborative partnerships described below as well as the development of a situational assessment. The situational assessment will collate available data and identify gaps in data related to this topic to inform further program planning.

Timiskaming Health Unit is a member of three community collaborations that address violence prevention. ***The Timiskaming Elder Abuse Task Force*** is a network of service providers, committed to improving the wellness of seniors within the district. They promote advocacy, education, and prevention of elder abuse issues. The ***Timiskaming District Violence Against Women Coordinating Committee*** maximizes the capacity of service providers to respond to abused women's needs, improve access to an integrated service delivery system, and ultimately increase the safety and overall well-being for abused women and their children. Through this collaboration, community paramedics have been piloting a *violence screening question*. The screening tool is a practical resource for professionals to help aid in the prevention of violence against women. Asking the question helps professionals identify and respond to persons experiencing abuse or violence in their relationships. Once the results of this pilot are evaluated, we can modify if needed, and expand implementation with other partners across the district. This committee also recently advocated for provincial and municipal partners to declare violence as an epidemic.

Community Safety Well-Being plans are provincially legislated for municipalities in Ontario. Timiskaming's plan includes working collaboratively across sectors towards the goal of making Timiskaming a safer, more inclusive, and connected community where all residents thrive. One priority area identified by the stakeholders is community safety, which includes gender-based violence. Another priority area is housing, including transitional and supportive housing, which have been identified as important barriers to leaving a violent partner.

1 Canadian Public Health Agency. (n.d.). *Violence in Society: A Public Health Perspective*.
<https://www.cpha.ca/violence-society-public-health-perspective>



Timiskaming Health Unit in Action

Our people – our stories.

Foundational Standards

Population Health Assessment and Surveillance:

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

Work Completed:

- Supported outbreaks with data analysis, case definitions, and data entry guidance.
- Shared data and analyses on a variety of public health topics.
- Professional development: Specialist Knowledge Translation Training and Power BI training.
- Supported RPPAs with data requests regarding program planning and other projects.
- Supported regular updates of opioid surveillance dashboard, data tracking process, Early Warning Surveillance System thresholds, and opioid summary report.
- Re-vamped the THU COVID-19 webpage to create a new Respiratory Illnesses page.
- Development of an air quality surveillance system to monitor air quality on a biweekly basis during spring and summer.

Variance:

- Knowledge exchange plan was not completed in 2024, deferred to 2025.
- Healthy environment projects deferred to 2024 due to staff turnover.
- Work on climate change indicators to be completed in 2024 Q1 due to staff turnover and delay from Public Health Ontario.
- Infant Feeding Surveillance System report was deferred to Q1 of 2024 due to staff turnover.
- Preconception health deferred to 2024 due to staff turnover and prioritization of Perinatal Mood Disorders project.
- Some substance data updates were not prioritized and deferred to 2024; small data requests were fulfilled.

Health Equity:

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

Work Completed:

- Provided support to program teams to integrate the health equity lens into the program planning cycle.

- Completed a plan to implement sociodemographic data collection at THU but paused launch due to the ministry developing standard provincial indicators.
- Supported professional development at THU by co-presenting a learning session with Public Health Ontario on Health Equity.
- Created repository of resources for community engagement and priority population engagement to promote participatory approaches.
- Supported THU in becoming a Living Wage employer and accompanying communications and promotional materials.
- Completed a BOH presentation on Health Equity in public health.
- Researched and added a mandatory health equity training component to THU staff orientation.

Variance:

- Research into health equity indicators was completed but indicators for THU were not finalized.

Effective Public Health Practice:

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

Work Completed:

- Several program plans were updated to inform the 2024 budget process.
- THU's Professional Practice Council launched OceanMD, an extension of our OSCAR EMR. OceanMD enables THU to send emailed appointment reminders, secure eMessages, and to join the Ontario eReferral network. Work to operationalize and fully integrate these functionalities is ongoing.
- Launched a pilot group of twelve staff taking OnCore training, a collaborative, peer-led public health foundations course.
- Finalized THU ethics policy and related supporting documents.
- Finalized THU evaluation protocol.
- Finalized the Grand Rounds procedure.
- THU hired a practicum student to support Food and Nutrition work.

Variance:

- Updating planning tools has been initiated but not finalized.
- Strengthening CQI practices continues to be a goal for the team but is deprioritized due to capacity.

Emergency Management:

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

Work Completed:

- Administered the After-Action Review of the COVID-19 pandemic and wrote a report summarizing findings.
- Completed a Hazard Identification Risk Assessment (HIRA).
- Completed a situational assessment for emergency management and integrated learnings from the aforementioned reports.
- Supported the launch of PurpleAir monitors across the district, partnering with ECCC and municipalities.

Examples of Knowledge Products created with the Foundational Standards Team in 2023:

Team	Product name
CD/IP	Completed and submitted City of Temiskaming Shores marina consultation briefing note NE SOYF evaluation report Community Fridge Pilot Project evaluation
HGD	In-person Prenatal Classes Evaluation Report Breastfeeding Peer Support Group: Implementation Summary Temiskaming Children's Services Planning Table Self-assessment summary report. Perinatal Mood Disorders Universal Screening Research Strategy
FS	Grand Rounds year-end summary Fulfilled several data requests from external partners such as: births by quarter, opioid data, harm reduction, falls, food security, and population projections Cryptosporidiosis and pertussis data summaries Ultraviolet Radiation data analysis

Chronic Disease Prevention and Well-Being

In 2023, in addition to the work described below, THU's Chronic Disease Prevention and Well-Being program team contributed to education and awareness about the importance of this chronic disease prevention work, through Health Promotion Ontario's White Paper on the Value of Local Health Promotion and a briefing note for THU's Board of Health on Public Health Strengthening and Chronic Disease Prevention. The team also contributed to Public Health Ontario's work by reviewing two Focus on Reports published in 2023: Salutogenesis and Health Promotion and Foundations of Health Promotion.

Active Living:

Work Completed:

- Refreshed the Share the Road communications campaign and offered signage to municipalities at no cost to them. Distributed new signs in the southern part of the district and replaced damaged signs.
- Participated in the City of Temiskaming Shores Road Safety Education Day along with community partners (200+ attendees). Set up booth with active travel information including cycling safety, pedestrian safety, and share the road resources. We also provided helmet fit demonstrations and helmets to anyone who needed them.
- Community involvement at Englehart's Day in the Park. THU staff set up a tent where the Walk 'N Roll program provided a scavenger hunt and the HGD staff provided car seat resources. Over 400 people attended the Saturday event.
- Coordinated Temiskaming Shores Community Bike Festival. This year's event gave 115 bicycles and helmets to new owners.
- Supported Town of Kirkland Lake with Bike Month activities.
- Collaborated with 3 schools on school zone safety assessments.

- Completed pick-up planner for one school in partnership with school administration and parent council.
- Promoted pedestrian skills campaign during iWalk Month (October). Total 8 schools participated (3 FR, 5 EN—1621 students).
- Delivered cycling skills training in schools: bike rodeos at 2 schools, updated resources for teachers and classroom package.
- Developed [Board of Health Briefing Note on Physical Literacy](#).

Variance:

- Did not collaborate as planned with City of Temiskaming Shores on active transportation initiatives; City did not hire a student in this role for 2023.
- Did not initiate bicycle festival in Kirkland Lake due to staffing capacity. Will revisit in 2024.
- Did not develop AST toolkit for educators—revisiting the utility of this intervention.
- Pedestrian skills training pilot moved to February 2024 due to limited staff capacity.
- Implementation of new cycling skills facilitators postponed to 2024 due to limited staff capacity.
- Shifted planned activities to promote affordable access to recreation with early planning to address physical literacy. To be continued in 2024.
- Updated situational assessment not completed as planned. To complete in 2024.

Healthy Eating:

Work Completed:

- Delivered four virtual presentations to youth at Youth Job Connection, topic: healthy eating (reach=57).
- [Blender Bike](#) borrowed four times in 2023—Extendicare, Teck Pioneer Residence, Kirkland Lake Family Health Team, and EarlyON.
- Completed a qualitative research project to explore perceptions of food insecurity among community partners.
- Launched and evaluated the Community Fridge Pilot Project in partnership with Temiskaming's Community Food Action Network and Temiskaming Shores Public Library.
- Contributed content to municipal newsletter (Community Fridge, Food Insecurity) and Health Care Provider newsletter (weight stigma/bias, food insecurity, the Code).
- Provided nutrition related content for THU Youth Instagram.
- Provided a virtual presentation to the Age Friendly Committee about eating well, food labels, and the community fridge (25 participants).
- Precepted one student from Northern Ontario Dietetic Internship Program for 6 weeks.
- Presented to a group of youth 15 to 29 from Youth Job Connection (YJC) on "how to eat well on a budget": 20 participants.
- Completed 2022 Nutritious Food Basket data analysis and dissemination as part of Nutrition Month (social media, [THU website](#), [infographic](#), [report](#), [BOH briefing note](#) and [presentation](#), [media release](#), email blast, THU webinar).
- Participated in launch of Temiskaming Shores Community Fridge Project in collaboration with the Community Food Action Network in Temiskaming Shores. A number of community partners attended the event. THU managed the social media accounts, supported the project implementation, created social media posts, resources and materials. January to June 2023.
- Offered training to 4 community partners on how to use the blender bike during community events (Extendicare, EarlyON, TPR, KL FHT).

- Provided content for THU's Youth Instagram account: Nutrition Month; youth engagement raising awareness around diet culture and healthy eating habits such as encouraging the consumption of fruits and vegetables, making water the drink of choice, etc.
- Provided support to concession operator and shared healthy eating resources for a hockey tournament.
- Maintained the Timiskaming Talks Nutrition page to provide evidence-based and accurate nutrition information to promote the health and well-being of the Timiskaming population.
- Drafted content and compiled resources to promote the 2023 National Eating Disorders Awareness Week.
- Contributed to THU targeted newsletters: content to raise awareness about the community fridge and food insecurity in municipal newsletter, content to educate about weight stigma and bias, food insecurity, and the international code of marketing of breastmilk substitutes and formula marketing in health care provider newsletter.

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

- [Healthy Eating in Recreation Settings](#) work not completed in 2023 due in part to concession closure and in part to RD capacity limitations.
- [Local food map](#) not maintained due to limited RD capacity.
- Timiskaming Talks Nutrition FB Page on hold due to limited RD capacity.

Mental Health Promotion:

Work Completed:

- Created comprehensive inventory of community assets.
- Promoted 2023 Mental Health Week Promote Mental Health Awareness Week. [Public online event](#) with Adele Lafrance with 125 participants. Developed a library toolkit used by 9 libraries used across Timiskaming and Porcupine districts.
- [Board of Health briefing note](#) on mental health promoting policies and [letter of support](#) for Act for Mental Health Campaign.
- [Board of Health briefing note](#) on psychological health and safety in the workplace and endorsement of adoption of the National Standard of Canada for Psychological Health and Safety in the Workplace to promote and protect the psychological health and safety of Timiskaming Health Unit staff.
- Adverse Childhood Experiences overview provided to THU nurses at internal training event.
- Co-facilitated Trauma and Violence Informed Care Training with THU harm reduction, sexual health, and reception staff.
- Implemented [Caring Adults Matter](#) communications campaign in partnership with EarlyON collaborative.

Variance:

- Internal Psychological Health and Safety policy review delayed to align with updated Employee Wellness and Engagement Committee who will be facilitating implementation of this initiative.
- Trauma and violence informed care training for THU staff supporting harm reduction and sexual health programs delayed to Q4.
- Development of a primer to support implementation of mental health promoting language in all THU program areas not yet addressed due to other activities being given higher priority.
- Community asset mapping project delayed, now collaborating with Centre de sante du Temiskaming to complete in shareable format.
- External workshop with partners on Trauma and Violence-Informed Care postponed to 2024.

- Work to promote social prescribing and other social connections related interventions in Timiskaming delayed to 2024.
- Support for workplace wellness including promoting Psychological Health and Safety Standard and webinars did not occur due to staffing limitations. To be revisited in 2024.
- Interventions to support life promotion and suicide prevention delayed to 2024.

Healthy Built Environment:

Work Completed:

- Developed and submitted a response to the City of Temiskaming Shores' Waterfront Marina consultation.
- THU staff developed a presentation for local municipal councils to increase awareness of the role of local public health and the ways in which municipal governments shape health. The presentation has been offered to all local municipalities.
- THU staff co-presented with a Board of Health member to the City of Temiskaming Shores in November 2023. THU staff also developed and circulated, to all municipal staff and council members, a quarterly newsletter titled [Health for All](#). Past editions can be found at this link.
- A [page](#) has been added to THU's website specific to the topic of municipalities and public health.
- Implemented [Community Placemaking MicroGrant program](#). 36 applications received and grants provided to 14 local projects.

Variance:

- Delay in completion of submission to Town of Cobalt Official Plan update pending response from consultant.
- Work to develop Health in All Policies (HiAP) primer series postponed to 2024 due to staffing capacity challenges.
- Situational assessment on this topic not completed as planned. To complete in 2024.

Seniors Dental Care Program (OSDCP):

The OSDCP remained very busy throughout 2023 seeing seniors within our district who qualify for dental care services.

Work Completed:

- In 2023, the OSDCP saw 149 new clients in the program.
- As of December 31, 2023, we had 13 new clients on a waitlist. We had 27 clients in NL and 13 clients in KL on the recall list.
- The one-time funding received (\$54,000) helped our waitlist. We hired a temporary part-time hygienist and an internal dental assistant was moved to a temporary dental hygienist position. These positions will be maintained until March 31, 2024.
- In December, Service Letter Agreements were sent to our dentists and denturist to renew their support and services related to OSDCP.

Variance:

- We were unsuccessful in recruiting dental assistant vacancy (mat leave).
- Mid-year, we received two letters from local dentist offices expressing concern and frustration with the fees associated to the program. Noting this issue is well known across the province. If local dentists stop

participating in the OSDCP, seniors within our district will see longer wait times for services. This could also mean seniors could end up needing to be referred to services out of our district.

OSDCP 2023	2022 Total	Q1 Total	Q2 Total	Q3 Total	Q4 Total	2023 Total
Applied at THU	232	77	52	82	49	272
Applied Online	19	11	0	6	9	26
Unique Seniors Served at THU	182	64	68	46	84	262
Total OSDCP Preventive Appointments at THU	197	74	68	50	88	280
Unique Seniors Served by Providers	554	158	183	189	156	697
Total OSDCP Appointments by Providers	686	238	38	237	214	901

Substance Use and Injury Prevention

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

Work Completed:

- [BOH briefing note](#) and endorsement of the implementation of the Icelandic Prevention Model as a local strategy to reduce youth substance use.
- [Board of Health briefing note](#): Mandatory labels on alcohol containers and endorsement, in principle, of Bill S254 – An Act to Amend the Food and Drug Act (Warning Labels on Alcoholic Beverages) and Motion M-61 A National Warning Label Strategy for Alcoholic Products.
- Launched [@YouthTimiskaming](#) on Instagram. The goal of the account is to empower and engage youth 12-25 in the THU region to live healthier lives through sharing credible, non-judgemental health messaging and resources. (183 followers as of August 2023).
- Initiated Planet Youth Timiskaming, local district-wide implementation of Icelandic Prevention Model as part of Timiskaming Drug and Alcohol Strategy. Includes development of local Steering Committee.
- Provided a short presentation as part of the [Youth Substance Use Prevention Webinar](#) in partnership with Drug Free Kids Canada, Northeastern Catholic District School Board, and Porcupine Health Unit. The webinar provided information about cannabis, alcohol, and vaping, as well as tools to empower caregivers to have conversations about substance use with their children.
- Brought two CSCT locations on board for Harm Reduction supply distribution and two sharps collection bins.
- Established and hosted first Community of Practice (Knowledge Network HR/TX) meeting. The Knowledge Network provides a virtual venue for presentations and knowledge exchange for service providers and partners working in harm reduction and treatment related to substance use. Guest speakers share their knowledge and experience, followed by an opportunity for all participants to provide local updates, discuss challenges and receive support from their peers.
- Completed inventory of local substance use prevention initiatives.
- Continued to implement District-wide Harm Reduction Program.
- Launched Timiskaming's [Overdose Early Warning Surveillance System](#) including bad drug form (media release and earned media from French CBC, CTV, local radio and newspaper).
- Held second Knowledge Network meeting. Topic: AIDS Committee of North Bay and Area.

- Facilitated 2023 [Overdose Awareness Day](#) awareness campaign and attended local events in Temiskaming Shores, Englehart, Kirkland Lake.
- Grand Rounds presentation on Timiskaming Drug and Alcohol Strategy (TDAS).
- Ongoing coordination of Timiskaming Drug and Alcohol Strategy, co-chair of Steering Committee, chair of three pillar groups.
- Facilitated [anti-stigma training](#) for care providers, in partnership with CSCT and CMHA-CT: 2 English training sessions (50 attendees) and 1 French (28 attendees). All events were 2 hours long and virtual.
- Promoted information to influence parental attitudes and behaviour related to substance use (local vaping campaign, workshops/webinars from various sources).
- Initiated consultant-supported project to develop a mobile harm reduction outreach program for Timiskaming.
- Successfully applied to be part of the [Our Health Box](#) research project in partnership with CSCT in Temiskaming Shores. Program to launch in spring 2024.
- Led development of [substance use health referral flow chart](#) for service providers in collaboration with community partners.
- Launched [drug checking test strip pilot project](#).
- Collaborated with AIDS Committee of North Bay and Area to organize and promote point of care testing drives in Timiskaming.

Variance:

- Public communications campaign topics delayed due to staff capacity issues: substance use stigma, lower risk cannabis use, addictions awareness week, and steroid use.
- Health care provider screen for substance use delayed due to staffing capacity challenges. Will be addressed in 2024.
- Provided information to 2 municipalities to update Municipal Alcohol Policies.

Needle Exchange Program:

Internal Program					
<i>Client Services</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
<i>Total # Encounters NEP and Other HR Supplies</i>	498	355	159	249	413
<i>Total # of needles provided</i>	-	24,380	31,638	37,260	24,856
<i>Total # of bowl pipes provided</i>	-	4,620	12,962	15,366	19,027
<i>Total # of Naloxone kits provided</i>	-	236	234	256	260
<i>Total # of Naloxone refills provided</i>	--	43	45	39	94

Comprehensive Tobacco Control:

Work Completed:

- Cessation support to 31 clients without access to other resources.
- Distributed 108 NRT vouchers.
- Archived Medical Directive for this program since no longer dispensing NRT.

- Provided tobacco-free resources to local sports and recreation clubs and facilities as well as three hospitals, CMHA, and the three Family Health Teams. Resources will be provided to remaining two FHTs in 2024.
- Signed Memorandum of Understanding with Great Northern Family Health Team to partner on implementation of tobacco cessation among people who are pregnant pilot project. Implementation to begin in 2024.
- Outreach to three large employers to offer tobacco cessation support. Focused outreach to continue in 2024.
- Implemented communications campaign to promote tobacco and vape cessation to young adults on radio, newspaper, and social media, and in arenas and recreation areas.
- Developed [Board of Health Briefing Note](#) to inform local advocacy for Ontario's participation in a vape tax intervention to deter access to vape products among youth.

Variance:

- Refresh and implementation of THU's 2019 Brief Contact Intervention policy and procedure initiated but not complete. Continuing into 2024.
- Held one Timiskaming Cessation Network meeting in fall 2023 (had planned two).
- Local cross-sector tobacco intervention planning event not held due to staffing capacity limitations.
- Advocacy to district care providers to increase cessation support delayed to 2024 due to staffing capacity limitations.
- Promoted smoke-free multi-unit housing in South part of district, will promote in North part in 2024.
- Promotion of tobacco and vape free campaign in bars and restaurants postponed to 2024.

Tobacco Enforcement							
	2017	2018	2019	2020	2021	2022	2023
Inspections	355	336	357	220	163	267	348
Charges	6	9	7	1	8	5	5
Warnings	103	82	166	73	136	144	108

Work Completed:

- Our youth test shopping program was fully completed in 2023.
- Test shopping completion also included new specialty vape stores for the first time, as these businesses were new to our district.

Variance:

- We were hoping to train on and begin utilizing the ministry's new SharePoint site for tobacco enforcement, however the launch of the site was delayed, and it will have to take place in 2024.

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

Work Completed:

- Continued with advocacy efforts to reduce highway speed. Highway 11 speed was recently reduced to 70km/h near Ecole St-Michel.

- Supported town of Kirkland Lake with safety changes to local areas of concern (Foss Lane, Woods/Queen Street intersections).
- Facilitated Action2Zero project, with 20 community partners representing 14 organizations participate in preliminary survey to help shape Action2Zero report.
- Collaborated with Healthy Growth and Development team to support car seat safety during Safe Kids Week.
- Facilitated launch of Timiskaming Community Safety and Wellbeing Plan.
- Campaign delivered re concussions including education and resources for health care providers, parents and students.
- Ongoing coordination of Temiskaming District Road Safety Coalition (6 meetings in 2023).

Variance:

- Did not deliver boating or ATV safety campaigns as planned due to staffing constraints.
- Delayed implementation of communications campaign to reduce risk of accidental poisoning of cannabis edibles in partnership with 9 local retailers to 2024.

Healthy Aging:

Work Completed:

- Coordinated implementation of three older adult Spring Fling wellness fair and luncheon: June 7th – Kirkland Lake – approx. 70 older adults and 8 community partner booths; June 14th – Englehart– approx. 55 older adults and 10 community partner booths; June 21st – New Liskeard – approx. 150 older adults and 12 community partner booths.
- Continuing to collaborate with four other Northeastern Ontario HUs in delivery of Stay on Your Feet (SOYF) initiative for older adult falls prevention, partially funded by Ontario Health Northeast. Includes ongoing maintenance and promotion of regional Stay on Your Feet [website](#) and [Facebook page](#).
- Maintained and expanded diverse network of key stakeholders engaged in fall prevention via Local SOYF Timiskaming Coalition and relevant working groups.
- Maintained [Guide to Exercise Opportunities for Older Adults in Timiskaming](#) with up to date information.
- Coordinated planning and delivery of Stand Up/PIED 48-week exercise classes in partnership with Ontario Health and local delivery partners.
- Supported delivery and expansion of chair-based exercise programs (i.e. Bougeons Doucement Ensemble and From Soup to Tomatoes) in Temiskaming Shores.
- Provided Home Safety Checklist (HSC) and Independent Living Guide (ILG) as tools to assess risk factors at home and in community to older adults and Family Health Teams.

Variance:

- Engagement with City of Temiskaming Shores 8-80s Community Committee—committee has not met as expected.
- Delay in work to identify local businesses interested in moving forward with Age Friendly Business status as part of Provincial Age Friendly Business Working Group. Now planned for Temiskaming Shores in 2024.
- Work to collaborate with partners to advocate for affordable access to transportation for older adults delayed.

- Work with local seniors club to become members of Older Adult Centres' Association of Ontario and join Links2Wellbeing and partner with primary care delayed (Encore Club, KL shifting focus to renovations, time did not permit collaborating with another local club this year).
- Exploring opportunities to host wellness clinics at seniors' apartments adjusted: Community paramedicine is hosting these clinics but does not have space to include falls prevention resources at this time.
- No work yet to engage indigenous partners in the coalition. Will address in 2024.
- Did not run Fall Prevention Month campaign on radio and in print as planned.
- Delay in efforts to train volunteers and service providers to incorporate Home Support Exercise Program (HSEP) from Canadian Centre for Activity and Aging (CCAA) into their programming to reach homebound older adults. To be addressed in 2024.
- Planned presentation to Seniors Centre Without Walls on healthy aging and fall prevention postponed.

Violence:

Work Completed:

- Initiated data collection from partners about the prevalence of violence in Timiskaming.
- Research to identify public health approach to addressing violence not completed due to staff capacity. To be addressed in 2024.
- Continue Membership on the Temiskaming District Violence Against Women Coordinating Committee.
- Joined as member of Timiskaming Elder Abuse Task Force.
- Initial violence screening question training session completed with Community Paramedicine who will pilot the project over the next few months.

Healthy Growth and Development

The Timiskaming District had 303 births in 2023. Healthy Growth and Development initiatives continue to prioritize and promote preconception, pregnancy, newborn, child, youth, parental and family health.

Breastfeeding and Infant Feeding:

Work Completed:

- THU continues to support clients with the breast pump program. In 2023, THU supported 22 families with hospital grade breast pumps. We also continue to offer manual breast pumps to families as needed for a minimal fee.
- We continue to maintain and support the Timiskaming Breastfeeding Buddies Facebook group. The Facebook page has 188 followers. Weekly breastfeeding posts are shared.
- We continue to ensure all staff have level 1 breastfeeding training. Staff working in the Healthy Growth & Development program have level 2 breastfeeding training to support local families.
- Lactation consulting support continues throughout the district; a total of 155 breastfeeding interactions were made with families in 2023.

Variance:

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

Prenatal Education:

Work Completed:

- We continue to offer the online bilingual courses for THU residents via Public Health Sudbury and Districts.
- Throughout 2023, THU partnered with Timiskaming Brighter Futures to offer virtual sessions. We also offer 1:1 prenatal/breastfeeding classes through the HBHC program. A total of 62 moms, 11 support partners accessed prenatal classes in 2023. 54 were first-time pregnancies.

Well-baby Visits (WBV):

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

Work Completed:

- THU offered weekly Well Baby Clinics (WBC) throughout the district.
- A total of 612 children accessed clinical services in 2023 across the district, (NL: 364, KL: 209, Englehart: 39).
- THU supports primary care with publicly funded vaccines. We continue to build relationships with primary care providers related to children services, supports and immunizations.
- During 2023, the HG&D team and School team worked in collaboration with our Anabaptist community to re-build and strengthen our relationship.

Variance:

- We continue to see a decrease in WBV attendance in the north end of the district. An initial meeting was held early December with the Kirkland Lake District Family Health Team and THU to see how we can best support each other related to programs and services. We will explore a joint Well Baby Clinic in 2024.

Mental Health:

Work Completed:

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

Parenting:

Work Completed:

- THU launched the [Parenting in Timiskaming](#) website and campaign November 19, 2023. THU participated in local National Child Day events in New Liskeard and Kirkland Lake. The campaign includes a website and social media that supports the following topics: breastfeeding, car seats, immunization, mental health, nutrition, physical activity, positive parenting, postnatal and newborn health, preparing for pregnancy, sexual health, sleep, smoking, starting solids, substance use and services at THU.
- We promote collaboration and cross-promotion of our services and programs across the district.
- The team developed a [New Parent Guide](#).

- Throughout 2023, THU actively participated in the following provincial groups: Parenting Indicator Working Group, ACEs and Resiliency Community of Practice and Healthy Growth and Development Evidence Network.
- THU chairs the local Parenting Working Group. The partners include healthcare, social services, and education.
- Locally, THU participates in the Timiskaming Children Services Planning Table.

Road Safety and Car Seat Safety:

Work Completed:

- In 2023, THU hosted a car seat training for internal and external staff across the district. THU certified ten car seat technicians; 21 car seats were inspected as part of the training.
- THU offered 1:1 car seat inspection appointments; 32 car seats were inspected.
- In collaboration with Centre de santé communautaire du Témiskaming, (CSCT), THU offered a car seat presentation to parents.

Healthy Eating

Work Completed:

- Supporting Ontario Dietitians in Public Health Childcare Practical Guide that is being updated for 2024.
- Provided feedback on nutrition sections for the website update.
- Developed nutrition post for Peer Support Facebook Plan for December.
- In collaboration with our dietitian, PHNs offered presentations in collaboration with EarlyOn, Timiskaming Brighter Futures and CSCT related to introducing solid foods.
- THU also created and adapted a resource on how to introduce solids and tips on picky eaters.

Healthy Babies Healthy Children (HBHC) Program:

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

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

Percent of births receiving a prenatal and postnatal HBHC screen and % of eligible children with an early childhood HBHC screen in Timiskaming Health Unit area.						Provincial Target
Screen	2019	2020	2021	2022	2023	
Prenatal	82%	65%	82%	75.4% (46.5%)*	62% (49.5%)*	10%
Postpartum	96%	70%	84%	82.8% (69.8%)*	79% (78.9%)*	80%
Early Childhood	3%	2%	0.7%	3.6% (68.4%)*	4% (67.3%)*	5%
*Clients who are considered high-risk as defined by the Healthy Babies Healthy Children Screen						

Blended Home-Visiting (BHV) Program:

Healthy Babies Healthy Children In-Depth Assessments (IDA), Home Visits and Family Service Plans						
		2019	2020	2021	2022	2023
Number of individuals confirmed with moderate or high risk (eligible for home visit) through an IDA	Prenatal	16 (66.6%)	6 (54.5%)	11 (91.7%)	7 (87.5%)	9 (75%)
	Postpartum	33 (53.2%)	16 (51.6%)	34 (73.9%)	30 (73.2%)	48 (87.2%)
	Early Childhood	18 (72%)	9 (90%)	11 (78.6%)	21 (77.8%)	13 (52.2%)
Number of families served with ≥ 2 home visits		41	26	29	46	69
Number of families who received an IDA.		111	52	72	76	91
Number of families with a family service plan initiated			10	9	30	48
Total # of Home Visits (with a FHV, PHN or both)		206	140	88	498	727

HBHC Screening and Hospital Liaison:

Work Completed:

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

School and Child Care Health

Oral Health and Vision Screening:

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

Variance:

- We were unsuccessful at recruiting for a dental assistant position in 2023. Due to capacity, we have only been able to offer mandated programs. The child care fluoride program remained on hold in 2023.

Oral Health - Dental Screenings								
	2016	2017	2018	2019	2020	2021	2022	2023
Pre-Kind/Kind & Grade 2 In-School Mandatory Program	937	800	624	925	279	0*	518	904
Pre-Kind/Kind, Grade 2, 4 & 7 In-School Mandatory Program***	---**	----**	985	1840	632	0*	751	1129
Office Screenings	238	248	231	193	105	150	88	466

**This program was impacted by staff redeployment to the COVID-19 pandemic and the impact of COVID-19 measures on school partners.*

***Data for this section was not captured in the same fashion it was starting in 2018, therefore it is not specific to the grades required.*

****This number includes additional grades in-school screening as well as rescreens and Family and Child Services screens.*

Vision Screening Program:

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

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

School Health Immunization and Licensed Child Care:**Work Completed:**

- The school team continued with school immunization clinics throughout 2023. They offered routine immunization and catch-up vaccines.
- The team continued updating their school immunization process to be ready for the 2023-2024 school year. This included an online process to support the ISPA (Immunization School Pupils Act).
- Support and collaboration continued with our licensed child care providers.

Variance:

- We did not enforce the Immunization School Pupils Act (ISPA) during the 2022-2023 school year due to capacity. Porcupine Health Unit, with whom we share three common school boards, also did not enforce the ISPA.

Comprehensive School and Child Care Health:

Work Completed:

- Work continued to distribute biweekly school community e-blasts to Principals with curriculum linked resources. The purpose of the e-blasts is to share school-related content with all schools across our district. These topics also align with THU's mandate, such as: physical activity, immunization, mental health, or healthy eating.
- Collaboration continued with Porcupine Health Unit as we made updates to the JK resource. [Ready, Set, Kindergarten-JK resource](#)

Infectious Diseases and Infection Prevention and Control:

Work Completed:

- We continued to support our local schools with IPAC resources as needed.
- We continue to make sure that THU website information for schools and child care remain up to date.
- [A Guide to Common Infections](#) was created and uploaded to the THU website. This resource was created in partnership with Porcupine Health Unit to support schools and child care providers with information on how to manage common infections.

Healthy Eating and Active Living:

Work Completed:

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

- Updated the Northern Fruits and Vegetable Program (NFVP) Toolkit activities and implementation guide. This included planning, coordination, deliveries, and troubleshooting. Also completed revision of the NFVP Food Literacy resource.
- Provided SNP lead support funding opportunities and open house nutrition resources.
- Developed 2-3 nutrition posts per month for the Youth Instagram account.
- Contributed to the Youth resilience Instagram page (21 posts).
- Promoting curriculum resources to teachers by writing two e-blasts on promoting food literacy in schools and weight bias in schools.

Sexual Health and Healthy Sexuality:

Work Completed:

- Planning also happened related to getting the healthy relationship clinics initiated in high schools. The purpose of the healthy relationship clinics is to support student and school staff well-being by having a school nurse run weekly or bi-weekly in-school clinics to offer sexual health, healthy relationship, immunization, mental health and substance use services, referrals and resources as needed.
- Supported schools to deliver sexual health curriculum-based learning.
- Reviewed resources that could be used to help support curriculum-based learning on sexual health.
- We are back to offering healthy relationship clinics in four of our five high schools. The purpose of the healthy relationship clinic is to build relationships with students by offering services that include sexual health (birth control, pregnancy tests, STI testing), healthy relationship, mental health, tobacco, and vaping supports.

Substance Use:

Work Completed:

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

Mental Health:

Work Completed:

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

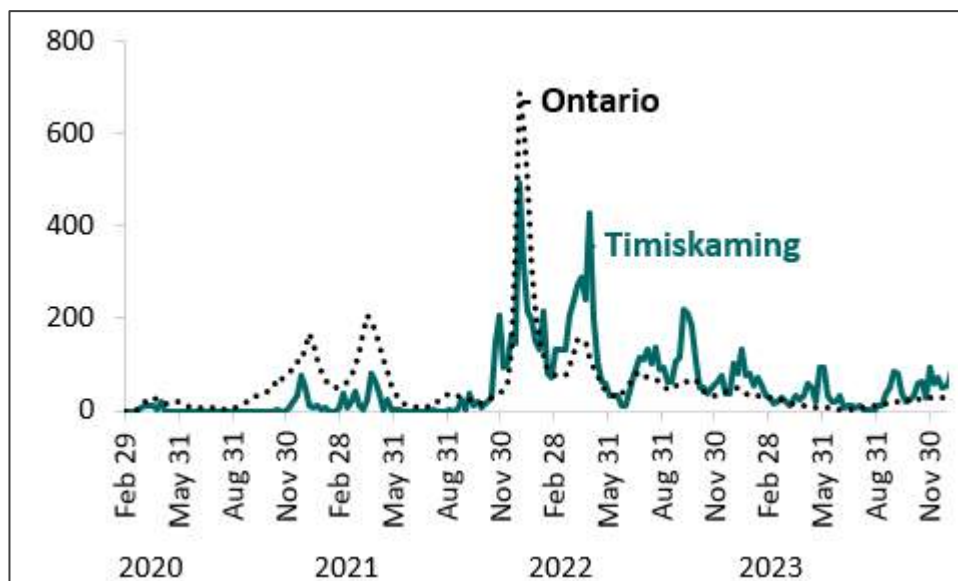
Infectious and Communicable Disease Prevention and Control

Outbreak counts by location from Q1 to Q4 2023 (all types of outbreaks)						
2023	Number of outbreaks	Number of cases				Number of deaths
		Staff	Resident /patient	Visitor	Other	
Long-Term Care & nursing homes	20	60	243	0	0	3
Hospitals	7	20	39	0	0	2
Congregate living	6	15	21	0	0	1
Community	1	0	0	0	1	1
Daycare/school	5	5	0	0	36	0
TOTAL	39	104	303	0	37	7

COVID-19 rates in Timiskaming and Ontario:

COVID-19 – Q1 to Q4:

- COVID cases in the THU area decreased from January to the end of June, then started increasing again near the fall.
- A total of (39) outbreaks were noted in 2023.
- Long-Term Care Homes/Retirement Homes (20)
- Community Living (6)
- Acute Care (7)



COVID-19 Communications:

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

Public and External

- As we integrated Covid-19 into our regular respiratory programing we began to shift the message to Covid being just one of many possible respiratory illnesses that you need to protect yourself and others against.
- Webpages were maintained to keep information current regarding local and provincial guidance and recommendations for the public and various sectors including regulation changes. Clinic schedules, vaccine opportunities and recommendations. We shifted to a “Covid Threat Barometer” that is posted on our website and updated weekly.

Media Relations

- Media questions continued to be fielded from media locally and across the province, although as we moved through 2023 the inquiries began to slow down. Same message was given to them, regarding Covid being one of many respiratory illnesses.
- A weekly page in The Speaker ran from January to September 2023. All content was bilingual. The bottom half of this page is a calendar of upcoming COVID-19 vaccine clinics. The top half of the page consists of a short article, most often using the text from a recent social media post that has been deemed priority. The purpose of this page is to reach people, primarily seniors, who don't use social media.

Internal

- Updates for our area and for the province were communicated internally via all-staff emails as well as a virtual all-staff meeting. This activity did slow down as 2023 progressed as the need was not as dominate as it previously had been.
- Throughout the year, as we continued to integrate Covid-19 into our regular respiratory programing we worked to communicate this shift.

COVID-19 Booking Phone Line:

The COVID-19 booking phone line was maintained by a core team of THU staff during 2023. We continue to promote and encourage clients to book their COVID-19 vaccine on-line; clients who do not have access to a computer and the internet can call the COVID-19 booking line for an appointment.

IPAC Hub:

Work continued through Q4 using the IPAC Hub model, with THU staff providing support to congregate care settings in the district. Outbreak support was the most frequent request from partners throughout the year. Throughout the year, we provided monthly reports and other data as requested to the ministry to secure additional funding for the IPAC Hub to continue in 2023 and 2024.

Work Completed:

- Education sessions provided to LTCH/RH and CL partners on topics such as hand hygiene, environmental cleaning, diseases of public health significance.
- Internal committee continues to meet weekly with the core group and monthly with the larger group to discuss outbreaks and relevant topics.

- Participate in the Regional IPAC Hub table every 2 months.
- Complete and submit monthly reporting tool on THU IPAC activities.
- Completed IPAC audits to several settings within the district.
- Completed IPAC audits to several programs within THU.

Variance:

- Unable to complete IPAC audits/site visits to all congregate care settings (2 of the 5) due to staff limitations.
- Unable to provide education sessions to partners in Q4 due to staff limitations.

Other Diseases of Public Health Significance

Reportable Diseases and Infection Control								
Client Services	2016	2017	2018	2019	2020	2021	2022	2023
Reportable Investigations (non-STI)	73	65	111	91	154	652	1,342 (1314 - COVID)	1,261 (697 were COVID)
Outbreaks - Institutional	14	29	33	18	25	16	18 (15 - COVID)	37 (20 - COVID)
Outbreaks - Community	0	0	0	0	2	23	0	2
Animal Bite Reporting	29	85	77	72	64	62	74	51
Sexually Transmitted Infections (STI)	82	61	78	67	75	69	28	50
Personal Service Settings Inspections (hair salons, tattoos, piercings, aesthetics)	47	50	52	49	31	10	14	19

Sexual Health Program:

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

Sexual health services at THU include:

- STIs and testing, Pregnancy testing/options counselling, Sexuality, Sexual health, Free condoms, Low-cost birth control.

Sexual Health								
Client Services	2016	2017	2018	2019	2020	2021	2022	2023
Male Clients	129	127	164	308	292	142	68	179
Female Clients	864	805	644	1014	690	295	137	291
% of clients between 12-24	-	-	66%	63%	56.3%	49.2%	46.8%	59.1%

Contraceptives (sold)	929	846	198	195	72	38	29	12*
Contraceptives (prescribed)	-	-	-	-	138	47	83	72
Plan B	41	25	23	25	16	3	13	7
STI Tests	215	201	257	329	241	102	111	186
Pregnancy Tests	28	36	37	39	20	12	19	31
Blood-Borne Infection Tests	124	97	140	148	58	27	42	77
Treatment Prescribed for STI	-	-	-	-	-	29	40	39
Pap tests	-	-	-	-	-	10	11	5

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

Work Completed:

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

Variance:

- New SH PHN in the south end continues to seek mentorship and education opportunities to enhance her knowledge.
- Several clients take advantage of OHIP+ to obtain contraception and are not purchasing directly from THU.
- Increase in the % of clients seen who are aged between 12-24 years.
- Number of pregnancy tests provided are close to pre-pandemic rates.
- Increase in visits compared to previous years.

Immunizations

Immunization – Vaccine Safety and Vaccine Administration

COVID-19 Vaccine Program

Communications:

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

Other COVID-19 vaccine program highlights:

- The focus for Q4 consisted of planning for and delivering fall vaccines clinics as per ministry's guidance of co-administration of influenza and COVID-19 vaccines.
- Community clinics were held in all areas of the district over a 5-week period to ensure all residents could obtain an influenza and/or a COVID-19 vaccine.

- In-house clinics resumed following community clinics and were very well attended for the months of November and December.

Routine Immunizations:

Immunization Program				
Immunizations Administered in Office	NL	KL	ENG	Total 2023
# of clients receiving immunizations	524	286	94	2130
# of immunizations administered	845	487	165	4165
Note: These numbers do not include Influenza Vaccine <i>Generated from PANORAMA-R07090 Immunization Administered or Wasted at Health Unit</i>				

2022-2023 Universal Influenza Immunization Program:

Year	Vaccine Fridges - Cold Chain Inspections					
	KL		NL		ENG	
	Total inspections	Total failures	Total inspections	Total failures	Total inspections	Total failures
2018	15	11	32	10	5	1
2019	15	7	30	12	10	2
2020	18	11	24	3	8	1
2021	19	4	28	3	9	0
2022	19	9	25	4	8	0
2023	16	9	24	2	8	1

Travel Health Vaccine Program:

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

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

Land Control

Septic Systems	2015	2016	2017	2018	2019	2020	2021	2022	2023
<i>Permits Issued</i>	131	111	124	38	66	76	106	125	93
<i>File Searches</i>	60	60	66	28	55	65	54	53	41
<i>Severance/Subdivision</i>	15	15	29	10	13	8	13	14	12

Safe Water

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

Variance:

- SDWS are inspected as they come due in the protocol sequence. In 2023 we had 60 that were due for inspection and we were only able to get to 34 of them due to capacity issues and vacancies.
- Although we were able to inspect most of our recreational camps/beachfronts, which are all in remote areas, we were not able to get to all of them this season.

Healthy Environments and Climate Change

In January of 2023 the Timiskaming Health Unit released a [report](#), that describes the current and projected impacts of climate change on human health in northern Ontario. The report provides support to the Timiskaming Health Unit and community partners to develop adaptation strategies to mitigate the risks associated with climate change and develop a coordinated approach to addressing the health impacts of climate change across the Timiskaming district.

The Timiskaming Health Unit also became a member of the *Ontario Public Health Climate Network*, which was formally established in the fall of 2023. The purpose of this network is to provide a forum for Ontario public health units to discuss ideas and share resources on climate change and health topics. This group also shares knowledge

and offers strategies to reduce the negative health outcomes and inequities associated with climate risks and ultimately improve community resilience.

Variance:

Work pending includes the development of a Timiskaming district climate strategy and surveillance plan that sets out how to meet the requirements in the OPHS standards and guidelines and how to improve and monitor community resilience through mitigation and adaptation planning and implementation.

Food Safety

Food Premises - Compliance Inspections									
	2015	2016	2017	2018	2019	2020	2021	2022	2023
High Risk	165	184	109	93	88	47	29	29	40
Medium Risk	206	110	187	214	192	96	60	93	122
Low Risk	149	204	160	129	135	62	58	126	129
Total	520	498	456	436	415	205	147	248	291

Variance: Some areas of the district are behind in routine compliance inspections due to capacity and vacancy issues, however we did do a blitz in Q4 that enabled us to complete some backlog and will continue to do so once capacity/vacancy issues are addressed.

Food Handler Certifications									
	2015	2016	2017	2018	2019	2020	2021	2022	2023
Englehart	63	26	23	75	58	3	24	10	37
New Liskeard/Tem	90	68	144	351	182	19	55	29	177
Kirkland Lake	70	41	58	127	15	34	5	12	19
Total	223	135	225	553	255	56	84	51	233

Variance: We had limited activity in the Kirkland Lake area due to capacity/vacancy issues, in Q4 we did implement a plan that allowed us offer certifications in the area. In any part of our district, people do have the option to take an online Food Handler Certification course at any time.

Upcoming Events



The following list contains *some* of the upcoming events and opportunities that THU staff are participating in or supporting.

- **TOPHC 2024:** March 26 – April 3, 2024
- **OPHA Forum:** February 28, 2024

Human Resource Update

The comings and goings of our colleagues



New Staff:

- Research, Planning & Policy Analyst, Full-Time, Permanent, New Liskeard (Jan 2024)
- Public Health Nurse, Part-Time, Temporary (Jan-Oct 2024)
- Research, Planning & Policy Analyst-Merger Work, Full-Time, Temporary, Remote (Jan-Dec 2024)

Retirement:

- n/a

Resignation:

- n/a

Current Vacancies:

- Public Health Inspector, New Liskeard, Contract
- Public Health Inspector, Kirkland Lake, Permanent
- Dental Assistant, Kirkland Lake, Contract
- Public Health Registered Dietitian, District-Wide, Permanent

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

Board of Health Briefing Note

To: Chair and Members of the Board of Health
Date: March 6, 2024
Topic: **Endorsement of Public Health Sudbury & Districts Letter on Household Food Insecurity**
Submitted by: Dr. Glenn Corneil, Acting Medical Officer of Health/CEO
Prepared by: Cristina Benea, Public Health Dietitian
Reviewed by: Erin Cowan, Director of Health Promotion; Amanda Mongeon, Program Manager

RECOMMENDATION

It is recommended THAT the Timiskaming Board of Health endorse the Public Health Sudbury and Districts calls for the provincial government to incorporate local food affordability data in determining adequacy of social assistance rates to reflect the current costs of living and to index to inflation going forward as summarized by multiple Association of Local Public Health Agencies (alpha) resolutions: [A05-18](#) (Adequate Nutrition for Ontario Works and Living Wage), [A18-02](#) (Minimum Wage that is Living Wage), [A15-04](#) (Basic Income Guarantee), and [A23-05](#) (Monitoring Food Affordability in Ontario and the Inadequacy of Social Assistance Rates) and to continue prioritizing monitoring food affordability as part of population health and surveillance efforts.

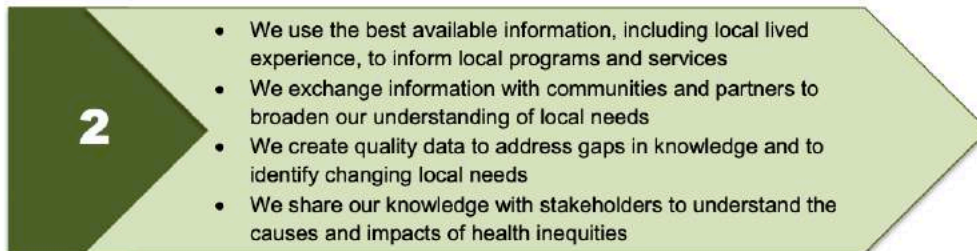
Overview

Household food insecurity (HFI) is a pressing public health issue with profound implications for individuals' health and well-being. The recent resolution #06-24 passed by the Board of Health for Public Health Sudbury & Districts highlights the urgency of addressing this issue (Appendix A). It calls upon the provincial government to take concrete steps towards ensuring adequate social assistance rates that reflect the current cost of living and to prioritize monitoring food affordability. This policy brief aims to support and demonstrate local relevance of these recommendations, outlining the critical importance of addressing household food insecurity and proposing actionable steps to mitigate its impact.

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

This work directly contributes to meeting the requirements and expected outcomes in the Ontario Public Health Standards (2018) and supports THU 2019-2023 the following strategic directions 2 and 3.

We create, share and exchange knowledge



We collaborate with partners to make a difference in our communities



Background

HFI is a pressing issue defined by inadequate access to food due to financial constraints.¹ In Timiskaming, where 15% of the population faces low income,² one in five households experiences food insecurity,³ affecting nearly 18% of children (interpret these data with caution due to sample size limitations).⁴ Households most at risk include those living in low-income, lone-parent (particularly female lone parents), those working precariously, and those relying on social assistance programs like Ontario Works or Ontario Disability Support Program.⁵

The consequences of HFI are severe, impacting physical and mental health by increasing the risk of chronic diseases like diabetes,⁶ heart disease, high blood pressure, arthritis,⁷ and mental health issues such as anxiety and depression.^{8,9} Food-insecure individuals impact healthcare costs, which are 121% higher for adults living in severely food-insecure households compared to food-secure ones.¹⁰

In Canada, having a job or social assistance isn't always enough to avoid HFI. Over half of those facing food insecurity rely on employment income, as minimum wage hasn't kept pace with inflation, which places households dependent on minimum wage income at an elevated risk of HFI.² Ontario, for instance, falls short of mandating a living wage, exacerbating financial struggles.¹¹ Increasing household income, whether through a Basic Income Guarantee or/and raising social assistance rates, is crucial to tackling HFI.¹² The Nutritious Food Basket (NFB) survey in Ontario is conducted by Public Health Units (PHUs) to monitor food affordability, which involves measuring and monitoring the cost of foods that reflect healthy eating recommendations to ensure access to nutritious, safe, and acceptable foods.¹³

Implementing basic income has shown promise in reducing HFI. Studies indicate a 50% drop in food insecurity among low-income seniors due to income support programs like Old Age Security and Guaranteed Income Supplement.¹⁴ Pilot studies in Ontario and Newfoundland and Labrador also demonstrate the efficacy of income-based interventions in reducing HFI rates and encouraging healthier food choices. For instance, Newfoundland and Labrador policy reforms prioritized strengthening social

assistance by having them indexed to inflation yearly and increasing the special diet allowance for social assistance recipients.¹⁴ The province found that HFI prevalence for those receiving income from social assistance dropped from 59.9% in 2007 to 33.5% in 2012 due to a cascade of policy reforms.¹⁴ Thus, income-based solutions indexed to inflation, along with affordable housing, childcare, and ensuring local jobs pay a living wage that reflect the true costs of living offering benefits and employment stability, are effective strategies to address poverty, the root cause of HFI.

Local Public Health Action Related to HFI

THU staff continue to implement multiple initiatives to address HFI, which include monitoring food affordability, advocating for income-based solutions, raising public awareness, knowledge translation, and collaborating with local partners such as the Community Food Action Network to support policies and programs to promote income security, food literacy, and social well-being.

Timiskaming BOH History Related to HFI and/or Income Solutions to Address Poverty:

- **May 2023:** Motion #21R-2023. Addressing Household Food Insecurity in Ontario.
- **March 2021:** Position Statement and Recommendations on Responses to Food Insecurity
- **June 2020:** Motion #26R-2020 Basic Income Food Income Security during Covid-19 Pandemic and Beyond
- **April 2020:** Motion #18R-2020 response to the Ontario Government as part of their consultation on Poverty Reduction Strategy.
- **March 2020:** Receive 2019 Nutritious Food basket Costing Results and Household Food Insecurity Action and motion #8R-2002 to support KFLA January 28, 2002 motion *Monitoring of food insecurity and food affordability*.
- **April 2019:** Motion #23R-2019. Northern Fruit & Vegetable Program Funding Letter.
- September 2019: Motion #44R-2019 Federal Election Campaign.
- **April 2019:** Motion #23R-2019 Northern Fruit and Vegetable Program.
- Q3 Report 2018: Letter to Government of Ontario advocating for reconsideration of basic income pilot cancellation, maintaining the planned social assistance rate increases, and act on the recommendations from the Income Security Roadmap.
- **April 2018:** Information re. 2017 Nutritious Food Basket Results and Addressing Household Food Insecurity, and THU's participation in the Cent\$less campaign.
- **September 2018:** Presentation re. Public Health Policy Priorities for Consideration – 2018 Municipal Election.
- **September 2015:** Resolution #01-2015: Support for a Basic Income Guarantee.
- **January 2012:** Resolution #01-2012. Social assistance funding freeze.
- **December 2008:** Resolution #09-2008. Nutritious Food Basket and Poverty Reduction Strategy.

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January 24, 2024

VIA ELECTRONIC MAIL

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Recipient:

Re: Household Food Insecurity

At its meeting on January 18, 2024, the Board of Health carried the following resolution #06-24:

WHEREAS food security is a chronic and worsening health issue as documented by annual local data on food affordability and as recognized by multiple Association of Local Public Health Agencies (alPHA) resolutions: [AO5-18](#) (Adequate Nutrition for Ontario Works and Ontario Disability Support Program), [A18-02](#) (Minimum Wage that is a Living Wage), [A15-04](#) (Basic Income Guarantee), and [A23-05](#) (Monitoring Food Affordability in Ontario and the Inadequacy of Social Assistance Rates)

THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts call on the provincial government to incorporate local food affordability findings in determining adequacy of social assistance rates to reflect the current costs of living and to index Ontario Works rates to inflation going forward; and

THAT in the context of the Public Health Strengthening roles and responsibilities deliberations, the Board of Health urge all health system partners to remain committed to population health assessment and surveillance as it relates to monitoring food environments and, specifically, to monitoring food affordability; and share this motion broadly with local and provincial stakeholders.

Healthier communities for all.
Des communautés plus saines pour tous.

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10 rue Elm Street
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f: 705.677.9611

Sudbury East / Sudbury-Est

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f: 705.867.0474

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phsd.ca



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Household food insecurity is one of the strongest predictors of poor health, making it a serious public health issue (PROOF, 2023). Individuals who are food insecure are at higher risk of diet-related diseases like diabetes and are at higher risk for a wide range of chronic conditions such as depression and anxiety disorders, arthritis, and chronic pain. Household food insecurity leaves an indelible mark on children's health and well-being (PROOF, 2023). The experience of food insecurity in childhood is associated with mental health concerns throughout childhood and into early adulthood (PROOF, 2023). In Ontario, the healthcare costs of individuals who are the most food insecure can be more than double that of individuals who are food secure (PROOF, 2023, Tarasuk et al., 2015).

Thank you for your attention to this important issue – the solutions for which will not only help many Ontarians in need but also protect the sustainability of our critical health and social services resources.

Sincerely,



Penny Sutcliffe, MD, MHSc, FRCPC
Medical Officer of Health and Chief Executive Officer

cc: Honourable Michael Parsa, Minister of Children, Community and Social Services
Honourable Peter Bthlenfalvy, Ministry of Finance
Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Honourable Sylvia Jones, Deputy Premier and Minister of Health
France Gélinas, Member of Provincial Parliament, Nickel Belt
Jamie West, Member of Provincial Parliament, Sudbury
Michael Mantha, Member of Provincial Parliament, Algoma-Manitoulin
Dr. Kieran Moore, Chief Medical Officer of Health
Jacqueline Edwards and Jennifer Babin-Fenske, Co-chairs, Greater Sudbury Food Policy Council
Richard Lathwell, Local Food Manitoulin
Colleen Hill, Executive Director, Manitoulin Family Resources
All Ontario Boards of Health
Association of Local Public Health Agencies

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MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, January 17th, 2024, 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: Rachel Levis – Director of Human Resources, Candice Danchuk – Housing Services Supervisor, Norma Cale – Housing Services Maintenance Supervisor, Janice Loranger – Director of Finance, Corey Mackler – Information Technology Manager, Louanna Lapointe – Ontario Works Manager, Lyne Labelle – Children's Services Manager, Michelle Sowinski - Recorder

Absent:

Guests: Marc-Andre Boileau

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 2024-01

Moved by Rick Owen seconded by Clifford Fielder

THAT the agenda of the Regular Meeting of the Board held on January 17th, 2024, be accepted as presented.

Carried.

5.0 ADOPTION OF PREVIOUS MINUTES – December 20th, 2023, REGULAR MEETING OF THE DTSSAB BOARD

Resolution 2024-02

Moved by Ian Macpherson and seconded by Mary Jo Lentz

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

Carried.

6.0 CORRESPONDENCE

7.0 NEW BUSINESS

7.1 Chair and Vice-Chair Elections

Resolution 2024-03

Moved by Ian Macpherson and seconded by Clifford Fielder

THAT Derek Mundle be nominated for the position of Chair of the District of Timiskaming Social Services Administration Board for the year 2024. Nominee accepted.

Carried.

Resolution 2024-04

Moved by Jeff Laferriere and seconded by Lois Perry

THAT the nomination for the Chair to be closed and that Derek Mundle accepts the position of Chair of the District of Timiskaming Social Services Administration Board for the year 2024.

Carried.

Resolution 2024-05

Moved by Rick Owen and seconded by Jessey Foley

THAT Pat Kiely be nominated for the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year 2024. Nominee accepted.

Carried.

Resolution 2024-06

Moved by Jesse Foley and seconded by Rick Owen

THAT the nomination for the Vice-Chair be closed and that Pat Kiely accepts the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year 2024.

Carried.

7.2 CAO Report

This report was prepared and presented by Mark Stewart, Chief Administrative Officer, for the Board's information.

7.3 2024 Board Meeting Schedule

Resolution 2024-07

Moved by Pat Kiely and seconded by Clifford Fielder

THAT the Board approve the posted Board meeting schedule for 2024.

Carried.

7.4 Donation of 5256 Ambulance to Round Lake Fire Department

Resolution 2024-08

Moved by Ian Macpherson and seconded by Jeff Laferriere

THAT the Board approve a request to donate retired, out of service, unit 5256 a 2016 FORD Crestline Ambulance to Round lake and Area Fire Department.

Carried.

7.5 Housing Services Write Offs 2023

Resolution 2024-09

Moved by Mary Jo Lentz and seconded by Jesse Foley

THAT the Board approve to write off \$48,797.89 of uncollected rent and maintenance/move-out charges from former tenants for 2024 fiscal year.

Carried.

7.6 Capital Projects – Summary of 2023 and Proposed 2024 Projects

This report was prepared and presented by Norma Cale, Housing Services Maintenance Supervisor, for the Board's information.

7.7 2024 Board Costs Summary

Resolution 2024-10

Moved by Lois Perry and seconded by Jesse Foley

THAT the Board approve the 2023 Summary of Board Member Costs.

Carried.

7.8 2024 Budget Options Presentation

Resolution 2024-11

Moved by Pat Kiely and seconded by Ian Macpherson

Recorded Vote

Pat Kiely	In Favour	Rick Owen	In Favour	Derek Mundle	In Favour
Jeff Laferriere	In Favour	Jesse Foley	In Favour	Lois Perry	In Favour
Clifford Fielder	Against	Mary Jo Lentz	In Favour	Ian Macpherson	In Favour

THAT the Board approve the 2024 Budget of \$ 41,908,814 total expenditures with a municipal share of \$ 7,190,904 and a Territories Without Municipal Organization (TWOMO) share of \$ 1,903,948.

And an amount of \$ 463,000 be applied from the working fund reserve offset the municipal and TWOMO billing amounts, resulting in a final 2024 billing amount of \$ 6,824,830 municipal share and \$ 1,807,022 TWOMO share.

Carried.

8.0 In-Camera

Resolution 2024-12

Moved by Rick Owen and seconded by Clifford Fielder

THAT the Board move into In-Camera session to discuss a human resources and land acquisition matter at 6:49 PM.

Carried.

9.0 Return to Regular Session

Resolution 2024-13

Moved by Ian Macpherson and seconded by Lois Perry

THAT the Board resolve to rise form the In-Camera session and return to the Regular session without report at 7:29 PM.

Carried.

ADJOURNMENT


Resolution 2024-14

Moved by Mary-Jo Lentz and seconded by Jeff Laferriere

THAT the Board meeting be hereby adjourned at 7:30 PM AND THAT the next meeting be held on February 21st, 2024, or at the Call of the Chair.

Carried.

Minutes signed as approved by the Board:


Derek Mundle, Chair

February 21st, 2024
Date

Recorder: Michelle Sowinski

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

Thursday, November 16, 2023
Harley Hall
New Liskeard, ON

Attendance: Doug Metson, Barbara Beachey, Dan Perreault, Guy Labonte,
Pauline Archambault, Jeff Laferriere, Crystal Gauthier,
Debbie Veerman, Wayne Miller, James Smith, Sheila Randell

Absent : Laurie Bolesworth, Kerry Stewart, Coleman Twp. Rep.

1. Welcome - Meeting called to order

Moved by: Wayne Miller

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the meeting of November 16, 2023, be called to order at 6:30 p.m."

Carried

2. Approval of Agenda

Moved by: Barbara Beachey

Seconded by: Wayne Miller

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

Carried

3. Approval of Minutes of Last Meeting

Moved by: Dan Perreault

Seconded by: Guy Labonte

BE IT RESOLVED THAT "the Minutes of the Meeting held September 21, 2023, be adopted as presented."

Carried

4. Business Arising from Minutes

Koch Farms, to date, has not completed the Airport Roof as agreed upon.

5. Financial Report

Moved by: Guy Labonte

Seconded by: Dan Perreault

BE IT RESOLVED THAT "the Finance Reports for the months of September 2023 and October 2023 be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

Also noted – Accountant has been contacted and they are working on audit.

6. Manager's Report

Moved by: Pauline Archambault

Seconded by: Crystal Gauthier

BE IT RESOLVED THAT "the Manager's Reports for the months of September 2023 and October 2023 be adopted as presented and attached hereto forming part of these Minutes."

Carried

7. New Business

- Scheduled Service – Mac Hamilton has expressed his interest in getting passenger service resumed at the Airport. Discussion took place regarding scheduled service, and it was agreed that this is not feasible at this time. Consensus was to keep the Airport operational for Medivac. Jamie will contact Mac Hamilton via email and offer an open invitation to him to attend our next general meeting.

- Loomex was discussed. They are willing to work with the Airport, and will be supplying a pricing list on services that they offer (training, audit, etc.)

- Staff Wage Increases were due in August 2023.

Moved by : Doug Metson

Seconded by : Debbie Veerman

WHEREAS "employee wages are up for consideration";

THEREFORE, BE IT RESOLVED THAT "ETRAA agrees to increase hourly rate by percentage that Armstrong Township used in 2023, retroactive to August 1, 2023 and to follow Armstrong Township's policy and pay scale going forward."

Carried

Note: Copy of Armstrong Township's Resolution regarding pay increase is attached, stating "grid be adjusted at a CPI of 6.8%"

8. Closed Session - None


10. Adjournment


Moved by: Crystal Gauthier

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "this meeting be adjourned at 7:38p.m."

Carried


Chair


Secretary



**THE CORPORATION OF THE
TOWNSHIP OF ARMSTRONG**

35 - 10th Street, Earleton, Ontario,
P0J 1E0

Tel: (705) 563-2375

<https://www.armstrongtownship.com/>

May 10, 2023

RESOLUTION

Resolution # 2023-116

Agenda Item # 7.2 Adjourn In Camera

Moved By : Peggy Harrison

Seconded By : Daniel Perreault

THAT the Council of the Township of Armstrong moves to adjourn closed session at **8:09** p.m. with report: that the pay grid be adjusted at a CPI of 6.8% and that performance evaluations be pushed to the first quarter of 2024.

Carried

Mayor

The Corporation of the Township of Armstrong

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

Thursday, January 18, 2024
Armstrong Township Office
Earlton, ON

Attendance: Doug Metson, Jeff Laferriere, Wayne Miller, Jean Marc Boileau,
Kerry Stewart, Patrick Rieux, James Smith, Sheila Randell

Regrets : Dan Perreault, Barbara Beachey

Absent : Laurie Bolesworth, Debbie Veerman, Pauline Archambault, Crystal Gauthier,
Guy Labonte

QUORUM NOT MET – Decision to carry out meeting as informative.

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Jeff Laferriere

BE IT RESOLVED THAT "the meeting of January 18, 2024, be called to order at 6:38 p.m."

Carried

Moved by : Wayne Miller

Seconded by: Kerry Stewart

WHEREAS "Coleman Township's representative, Chris O'Reilly, has resigned" and

WHEREAS "Coleman Township has appointed a new representative";

THEREFORE, BE IT RESOLVED THAT "the ETRAA accepts the appointment of Patrick Rieux as representative for the Township of Coleman".

Carried

2. Approval of Agenda

Moved by: Kerry Stewart

Seconded by: Doug Metson

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

Carried

3. Approval of Minutes of Last Meeting

Moved by: Kerry Stewart

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the Meeting held November 16, 2023, be adopted as presented."

Carried

4. Business Arising from Minutes

None

5. **Financial Report**

Moved by: Jeff Laferriere

Seconded by: Wayne Miller

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

Carried

6. **Manager's Report**

Moved by: Jeff Laferriere

Seconded by: Wayne Miller

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

Carried

7. **New Business**

Jeff advised the Board that the Loomex contract will be terminated as of March 31, 2024.

8. **Closed Session**

Item to be carried forward to meeting in February, which will be a full board meeting.

10. **Adjournment**

Moved by: Doug Metson

Seconded by: Wayne Miller

BE IT RESOLVED THAT "this meeting be adjourned at 7:22 p.m."

Carried

Skandell
for - Jeff Laferriere
Chair
(per motion).

Barbara Beachey
Secretary

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, November 22, 2023

7:00 p.m. in person and via zoom

1. Call to Order

Meeting called to order by Library Board Chair Brigid Wilkinson at 6:59 p.m.

2. Roll Call

Present: Chair Brigid Wilkinson, Claire Hendrikx, Sarah Bahm, Erin Little, Nadia Pelletier-Lavigne, Erica Burkett and Library CEO Rebecca Hunt in person, Melanie Ducharme and Thomas McLean via zoom.

Regrets: Joyce Elson

Members of the Public: 4

3. Adoption of the Agenda

Motion #2023-62

Moved by: Erica Burkett

Seconded by: Erin Little

Be it resolved that the Temiskaming Shores Public Library Board accepts the November 22, 2023 agenda as amended.

Carried.

Additions:

Correspondence f. From Amy Vickery, City Manager, City of Temiskaming Shores

4. Declaration of conflict of interest: None

5. **Delegation: Community Food Action Network.** Lynn Julien, Yvonne Walford and Cristina Benea presented information, statistics and an evaluation of the Community Fridge project. The Library Board will review the agreement and extend it at the next board meeting.
6. **Library 2022 Audited Financial Statements.** Steven Acland presented the audited financial statements.

7. **Adoption of the Minutes**

Motion #2023-3

Moved by: Sarah Bahm

Seconded by: Claire Hendikx

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, October 25, 2023 as presented.

Carried.

8. **Business arising from Minutes:**

- a. **Follow up on CEO's meetings with MPPs and attendance at Library Days at Queen's Park.** The CEO gave a verbal report.

9. **Correspondence:**

- a. **From Mac Bain, ED of FONOM.** Re: Library Funding resolution. For information.
- b. **From Dina Stevens, ED of FOPL.** Re: Library Funding resolution. For information.
- c. **From Honourable Raymond Cho, Minister for Seniors and Accessibility.** Re: Library Funding resolution. For information.
- d. **From Danny Whalen, President of FONOM.** Re: Library Funding resolution. For information.
- e. **From Mac Bain, Executive Director, FONOM.** Re: Library Funding resolution. For information.
- f. **From Amy Vickery, City Manager, City of Temiskaming Shores.** Re: ROMA delegation request—Funding for Public Libraries. For information.

10. Secretary–Treasurer’s Report

Report, workplace inspection reports, monthly financial statement and Scotiabank Statements included in the trustees’ information packet.

Library CEO’s Report

November 7, 2023

Art Display: An art curator from Larder Lake has reached out to see she can display some art from her World Peace Through Collaboration project. She has displays at the Kirkland Lake library and at the Foto Shop. She hopes to set up her first display in December.

Building: Fire Safety checks are completed on a monthly basis and reported to the Fire Prevention Officer for the City. Workplace safety inspections are completed on a monthly basis by the Library’s Health and Safety Representative.

Christmas Hours: Christmas and New Year’s Eves fall on Sundays this year, so we will not be adjusting our hours. The library will be closed on Christmas Day, Boxing Day, and New Year’s Day.

CJTT Chats: I am continuing to do the monthly CJTT chats. The next chat will be on December 19.

French Storytime: EarlyOn y va Timiskaming is running a French language storytime on Tuesdays at the library for the month of November.

Grants: The final report for the Decodable Books grant from the International Dyslexia Association-Ontario has been filed. The application for park passes from Ontario Parks has been submitted.

The Memory Project: The library hosted a speaker on November 7 with this initiative. The Memory Project is an initiative of Historica Canada. Historica Canada is a charitable organization that offers programs for Canadians to explore, learn and reflect on our history. The Memory Project connects volunteer veteran and Canadian Forces members to share their stories of military service at community events across the country. The Library is proudly presented an opportunity for our community to hear from LS (ret) Meera Kanojia, a 10 year veteran of the Royal Canadian Navy, who was deployed to Afghanistan after 9/11. By connecting our community to The Memory Project and showcasing a war veteran’s experiences, we are reminded of the importance of Remembrance Day. We hope to continue this program in future years.

Northern Lights Library Network: The group will meet on November 27 for a networking session.

Proctoring Exams: One exam was proctored so far in November, and two have been scheduled for December.

Workplace Inspections: The First Aid training is still needed for several staff members when possible. In the meantime we are scheduling to be sure we always have a staff member with first aid in the building while we are open.

Finances and Statistics

The Board reviewed the workplace inspection, financial and statistical reports, including the Scotiabank Statements as provided by the CEO.

Motion #2023-64

Moved by: Nadia Pelletier-Lavigne

Seconded by: Erin Little

Be it resolved that the Temiskaming Shores Public Library Board accepts the November 2023 Secretary-Treasurer's report, workplace inspection report and financial reports including Scotiabank statements.

Carried.

11. Committee Reports:

- a. Finance Committee: Nothing to report.
- b. Policy and Personnel Committee: Nothing to report.
- c. Strategic Planning Committee: Nothing to report.
- d. Library Services Committee: Minutes of the November 2, 2023 meeting.

12. New Business:

- a. **2024 Library Board meeting schedule.** For review.

13. Policy Review

- a. **Facilities-5 Art displays and exhibits in the library.** Review

Motion #2023-65

Moved by: Claire Hendrikx

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policy: Facilities-5 Art displays and exhibits in the library policy as amended by the Board.

Carried

14. Adjournment

Next meeting: Wednesday, January 24, 2024 at 7:00 at the library and zoom

Adjournment by Brigid at 8:18 p.m.

Chair –

MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on January 31, 2024 at 6:30 PM

NL Auditoriums / Microsoft Teams

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

2. **ROLL CALL**

Board of Health Members

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake (<i>video</i>)
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 (<i>video</i>)
David Lowe	Provincial Appointee
Guy Godmaire	Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe (<i>video</i>)
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan (<i>video</i>)
Casey Owens	Municipal Appointee for Town of Kirkland Lake (<i>video</i>)

Regrets

Gord Saunders	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Cathy Dwyer	Provincial Appointee
Todd Steis	Provincial Appointee

Timiskaming Health Unit Staff Members

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate and Protection Services
Rachelle Cote	Executive Assistant

3. **ELECTIONS OF OFFICERS/APPOINTMENT OF SUB-COMMITTEES**

a. **YEAR 2024 ELECTIONS OF OFFICERS**

Motion #	Nominations for	Elected Officer(s)	Moved by	Seconded by
Motion #1R-2024	Board Chair:	Stacy Wight	Jeff Laferriere	Paul Kelly
Motion #2R-2024	Board Vice-Chair:	Jesse Foley	Jeff Laferriere	Mark Wilson
	Auditors:	Kemp, Elliott & Blair, Steve Aclands	Appointed as per Temiskaming Shores	
Motion #3R-2024	Signing Officers:	Stacy Wight Curtis Arthur Jesse Foley Dr. Glenn Corneil Randy Winters	Paul Kelly	David Lowe
Motion #4R-2024	Finance Sub-Committee:	Stacy Wight Cathy Dwyer Paul Kelly Curtis Arthur Dr. Glenn Corneil Randy Winters	Guy Godmaire	Carol Lowery
Motion #5R-2024	Policy/Procedure Sub-Committee:	Stacy Wight Jesse Foley Curtis Arthur Carol Lowery Dr. Glenn Corneil Randy Winters Rachelle Cote	Paul Kelly	Mark Wilson
Motion #6R-2024	Personnel/Grievance Sub-Committee:	Stacy Wight Carol Lowery Jesse Foley Steve McIntyre Dr. Glenn Corneil Randy Winters	Curtis Arthur	Casey Owens

CARRIED

4. **APPROVAL OF AGENDA**

MOTION #7R-2024

Moved by: Paul Kelly

Seconded by: Guy Godmaire

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on January 31, 2024, as presented.

CARRIED

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

None.

6. **APPROVAL OF MINUTES**

MOTION #8R-2024

Moved by: Jeff Laferriere

Seconded by: Jesse Foley

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

CARRIED

7. **BUSINESS ARISING**

None noted.

8. **2024 PUBLIC HEALTH BUDGET & RELATED PROGRAMS**

a. **2024 Budget Presentation and Discussion**

Mr. Winters presented the budget details for review and discussion.

b. **2024 Budget Program Breakdown**

A breakdown of budget items was presented for information.

MOTION #9R-2024

Moved by: Jeff Laferriere

Seconded by: Paul Kelly

Be it resolved that the Board of Health approves the 2024 Public Health and Related Budget as presented with a 5% or \$75,459 municipal levy increase and that a funding request be submitted for the Seniors Dental Program.

CARRIED

9. **REPORTS OF MOH/CEO**

Dr. Corneil updated the Board on recent program updates. Awaiting more information on the Ontario Public Health Standards (OPHS) review. Will keep the Board informed as ministry updates are shared.

10. **NEW BUSINESS**

a. **PHU-THU Merger Update and Briefing Note**

Dr. Corneil provided the following update:

- The briefing note issued to the ministry in September 2023 was shared for reference.
- Working on budget and merger application due to the ministry, April 2, 2024. The merger application consists of 3 areas; Board, Corporate and Services. Working on general costs over the next 3 years, 2024-2026. There are ministry incentives available for those that merge. Any cost savings as a result of the merger process will be kept by the new entity as directed by the ministry. An annual 1% provincial funding increase has also been confirmed for year 2024 to 2026.

- The PHU-THU working group developed a draft high level organizational structure which will be revisited once the next steps are completed.
- Working on roadmap, timelines and communication templates to keep the Board of Health, all staff and municipal partners informed. Looking to provide a roadmap model at the next meeting.
- The new entity is expected to formally take effect in January 2025. All health units are proceeding in different ways and rates. Nine other health units are apparently pairing or merging with two more sites per the ROMA Conference.
- MOH to provide an update to all staff tomorrow.
- The full Board may need to meet end of March to finalize/approve the merger application.

b. **PHU-THU Board Working Group Discussion**

Dr. Corneil and Chair Wight discussed the creation of a PHU-THU Board Working Group to perform the short-term work and discuss recommendations for the new entity. The discussions and recommendations will be shared and presented to the full Board of Health for further approval or direction required. The group is looking for both rural/urban geographical representation that will consist of an equal membership of (3) board members from each health unit, including the Chair and Medical Officers of Health. The draft Terms of Reference were read by Dr. Corneil.

Merger Board Working Group Membership:

Board members are to submit their interest to Chair Wight by February 5, 2024. The group will be determined by both Board Chairs. Looking to hold the first meeting next week.

MOTION #10R-2024

Moved by: Casey Owens

Seconded by: Jesse Foley

Be it resolved that the Timiskaming Board of Health approves the creation of the Board Merger Working Group, with the structure and process of membership as presented, and determined by Board Chairs Boileau and Chair Wight.

c. **AMO Presentation: Ending Homelessness**

Mr. Wilson shared an overview of recent presentations attended, Ending Homelessness, for information and awareness.

d. **alPha Winter Symposium**

MOTION #11R-2024

Moved by: Guy Godmaire

Seconded by: Steve McIntyre

Be it resolved that the Board of Health approves the virtual registration to the alPha Winter Symposium on February 16, 2024:

- Curtis Arthur

CARRIED

11. **CORRESPONDENCE****MOTION #12R-2024**

Moved by: Casey Owens

Seconded by: Carol Lowery

Be it resolved the Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

12. **IN-CAMERA****MOTION #13R-2024**

Moved by: Paul Kelly

Seconded by: Steve McIntyre

Be it resolved the Board of Health agrees to move in-camera at 7:49 pm to discuss the following matter under section 239(2):

- In-Camera Minutes (December 6, 2023)

CARRIED

13. **RISE AND REPORT****MOTION #14R-2024**

Moved by: Jeff Laferriere

Seconded by: Steve McIntyre

Be it resolved the Board of Health agrees to rise with report at 7:51 pm.

CARRIED

a. **IN-CAMERA MINUTES – DECEMBER 6, 2023****MOTION #1C-2024**

Moved by: Jesse Foley

Seconded by: Guy Godmaire

Be it resolved the Board of Health approves the in-camera minutes of the regular Board meeting held on December 6, 2023.

CARRIED

14. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on March 6, 2024 at 6:30 pm in Englehart.

15. **ADJOURNMENT**

MOTION #15R-2024

Moved by: Casey Owens

Seconded by: Mark Wilson

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:51 pm.

CARRIED

Stacy Wight, Board Chair

Rachelle Cote, Recorder

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



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

Memo

To: Mayor and Council
From: Stephanie Leveille, Treasurer
Date: March 19, 2024
Subject: Treasurer's Statement of Remuneration
Attachments: Treasurer's Statement of Remuneration - 2023

Section 284 (1) of the *Municipal Act, S.O. 2001*, requires that in each year, on or before March 31st, the Treasurer provide Council with the Statement of Remuneration and Expenses paid in the previous year to:

- (a) "each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of Council;
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body."

Furthermore, subsection 284 (2) of the Act requires that the By-law under which the remuneration or expenses were authorized to be paid be identified. The Remuneration and Expenses of Council are authorized under By-law No. 2018-140 *Municipal Business Travel and Expense Policy for the City of Temiskaming Shores* as well as the annual budget process.

It is recommended that the memo and report titled Treasurer's Statement of Remuneration – 2023 be received.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Stephanie Leveille
Treasurer

Shelly Zubych
Director of Corporate
Services

Amy Vickery
City Manager

TREASURER'S STATEMENT OF REMUNERATION - 2023

CITY OF TEMISKAMING SHORES

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCE/ TRAVEL	TOTAL
Laferriere, Jeff	Mayor	\$ 32,000.08	\$ 2,351.52	\$ 5,791.92	\$ 40,143.52
Ducharme, Melanie	Councillor	\$ 14,899.96	\$ 968.88	\$ 1,628.54	\$ 17,497.38
Foley, Jesse	Councillor	\$ 13,999.96	\$ 897.78	\$ -	\$ 14,897.74
Graydon, Ian	Councillor	\$ 13,999.96	\$ 897.78	\$ -	\$ 14,897.74
Pelletier-Lavigne, Nadia	Councillor	\$ 14,599.96	\$ 945.18	\$ 275.00	\$ 15,820.14
Whalen, Danny	Councillor	\$ 14,799.96	\$ 960.98	\$ -	\$ 15,760.94
Wilson, Mark	Councillor	\$ 15,099.96	\$ 984.68	\$ 1,080.20	\$ 17,164.84
		\$ 119,399.84	\$ 8,006.80	\$ 8,775.66	\$ 136,182.30

TIMISKAMING HEALTH UNIT

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Laferriere, Jeff	Mayor	\$ 880.00	\$ 403.82	\$ 1,283.82
Foley, Jesse	Councillor	\$ 880.00	\$ 56.12	\$ 936.12
Wilson, Mark	Councillor	\$ 1,080.00	\$ 222.04	\$ 1,302.04
		\$ 2,840.00	\$ 681.98	\$ 3,521.98

DISTRICT TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD

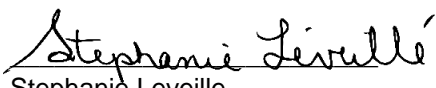
NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Laferriere, Jeff	Mayor	\$ 3,450.00	\$ 1,135.26	\$ 4,585.26
Foley, Jesse	Councillor	\$ 3,000.00	\$ 130.00	\$ 3,130.00
		\$ 6,450.00	\$ 1,265.26	\$ 7,715.26

POLICE SERVICES BOARD

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCE/ TRAVEL	TOTAL
Laferriere, Jeff	Mayor	\$ 400.00	\$ -	\$ -	\$ 400.00
Jelly, Doug	Councillor	\$ -	\$ -	\$ -	\$ -
Whalen, Danny	Councillor	\$ -	\$ -	\$ -	\$ -
Chartrand, Monique	Appointee	\$ 700.00	\$ 63.26	\$ -	\$ 763.26
Davis, Jeffrey	Appointee	\$ 650.00	\$ 77.37	\$ -	\$ 727.37
Twarowski, Tyler	Appointee	\$ 700.00	\$ 83.91	\$ -	\$ 783.91
		\$ 2,450.00	\$ 224.54	\$ -	\$ 2,674.54

OTHER BOARDS

NAME	Board	REMUNERATION	EXPENSES	TOTAL
Whalen, Danny	FONOM	\$ 12,050.00	\$ 12,021.62	\$ 24,071.62
Whalen, Danny	AMO	\$ -	\$ -	\$ -
Wilson, Mark	AMO	\$ 754.00	\$ 2,465.55	\$ 3,219.55
		\$ 12,804.00	\$ 14,487.17	\$ 27,291.17



Stephanie Leveillé
Treasurer

March 5, 2024

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule "A" to

By-law No. 2024-021

Agreement between

The Corporation of the City of Temiskaming Shores

And

Kenworth Timmins Ltd.

For the purchase of one (1) Kenworth Triaxle Truck

VEHICLE PURCHASE AGREEMENT

H.S.T. VENDOR NO.

R121170443

DEALER REG. NO.

2868436

TIMMINS KENWORTH LTD.
BOX 1620, 4041 HWY, 101 WEST
TIMMINS, ONTARIO P4N 7W6
TEL: (705) 268-7800 FAX: (705) 268-7831

5-4-3920-1060
L-Leveller

☒ NEW ☐ USED

DATE 2/13/2024

PURCHASER CITY OF TEMISKAMING SHORES		HOME PHONE NO.	BUSINESS PHONE NO. 705-672-3363	CELL PHONE NO.
ADDRESS 325 Farr Drive Box 2050		APT. NO.	CITY Haileybury	PROVINCE Ontario
E-MAIL		DRIVER'S LIC. NO.	INSURANCE CO.	POLICY NO.
				EXPIRY DATE

I, THE PURCHASER, AGREE TO PURCHASE THE FOLLOWING VEHICLE FROM YOU, THE DEALER, ON THE TERMS SET OUT IN THIS AGREEMENT INCLUDING THE VEHICLE INFORMATION DOCUMENT WHICH FORMS PART OF THIS AGREEMENT.

VEHICLE DESCRIPTION									
STOCK NO.	YEAR 2024	MAKE Kenworth	MODEL T880	TRIM	BODY TYPE Dump	COLOR White	LIC. NO.		
VIN	IF MANUFACTURER WARRANTY APPLICABLE TIME IS MEASURED FROM 20								
DATE OF DELIVERY	DISTANCE TRAVELLED	KMS	ON DELIVERY DATE ODOMETER READING WILL NOT EXCEED	KMS MAXIMUM (KILOMETRES)	KM	PURCHASER'S INITIALS			

BASIC VEHICLE AND OPTIONS		PURCHASE PRICE AND PAYMENT	
BASIC VEHICLE PRICE (MSRP)	318,925.00	TOTAL SALE PRICE	318,925.00
OPTIONAL EXTRAS (MSRP)		TIRE TAX	175.80
Included in the price of the truck is a		FREIGHT	
Bibeau BFL-S 20' 6" Dump Box bearing serial #		FEDERAL AIR CONDITIONER TAX	100.00
B-34877-1 Installed complete by Gln-Cor		ADMINISTRATION FEE	210.00
Industries Inc.		OMVIC FEE	
		PRODUCT NAME AND DESCRIPTION	WARRANTY PERIOD
		Paccar EW: MX Premium EPA21	72 320,000
		Series Engine	
TOTAL BASIC VEHICLE AND OPTIONAL EXTRAS PRICE (TOTAL MSRP)	318,925.00	Paccar Ew: Aftertreatment Use/W	72 320,000
TOTAL	318,925.00	Premium EPA21 Series Engine	
PRE-DELIVERY EXPENSE			
TOTAL SALE PRICE	318,925.00		

Commissioners: The dealership receives a fee from the institution that is providing my financing, Inc.

Financing Information: I confirm that the financial institution providing financing for the purchase of this vehicle has provided me with the initial disclosure statement regarding financial information as required under the Consumer Protection Act, 2002.

I have received the Vehicle Information form required under the Motor Vehicle Dealers Act, 2002.

Int.

Service Plan: This vehicle was sold with a Service Plan. ☐ Yes ☐ No

TRADE-IN DESCRIPTION AND LIEN DISCLOSURE				TOTAL VEHICLE PRICE	
VIN				TOTAL VEHICLE PRICE	324,548.80
<input type="checkbox"/> DAILY RENTAL <input type="checkbox"/> POLICE/EMERGENCY VEHICLE <input type="checkbox"/> TAXI/LIMO/SINE				TRADE-IN ALLOWANCE	
YEAR MAKE BODY TYPE TRIM MODEL				TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE	
COLOR H.S.T. REGISTRANT NO. VEHICLE TO BE TRADED IN ON H.S.T. ON TRADE IN				H.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE (\$)	
DISTANCE TRAVELLED KM MI LIENHOLDER				LICENCE FEE <input checked="" type="checkbox"/> TRANSFER NEW PLATES <input type="checkbox"/> CITY OF TORONTO PVT \$60	
AMT OF OUTSTANDING LIENS				FUEL (INCLUDES H.S.T.)	
PRIVACY STATEMENT: I understand that you and your service providers, affiliates and business partners collect, use and retain my personal information that I disclose to you for the purpose of (a) providing motor vehicle products and related services that I have requested; (b) providing me with related information and services including financing, credit reporting, financing, servicing, warranty, insurance, safety and other products and services that you believe may be of interest to me; and (c) compiling aggregated or statistical data in which I will not be personally identifiable. I may notify you in writing at any time if I no longer consent to any of these uses, and to update or correct my personal information.				PAYMENT ON LIENS AGAINST TRADE-IN	
				H.S.T. REGISTRANT NO. ()	42,191.34
				FUEL TAX CONSERVATION REBATE	
				TOTAL PURCHASE PRICE	366,740.14
				DEPOSIT <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> DEBIT	

X

SHIP TO:

FINANCING TERMS				AMOUNT FINANCED (SUBJECT TO LENDER'S APPROVAL)	
PRINCIPAL AMOUNT				AMOUNT DUE ON DELIVERY	366,740.14
LIFE INSURANCE (IF REQUESTED)				ACCEPTANCE OF TERMS	
ACCIDENT AND HEALTH INSURANCE (IF REQUESTED)				Sales Final. Please review the entire contract, including all attached statements, before signing. This contract is final and binding once I have signed it unless the motor vehicle dealer has failed to comply with certain legal obligations. No other promises or terms have been made to me that are not part of this contract.	
P.S.T. ON TOTAL INSURANCE				X PURCHASER'S SIGNATURE X CO-SIGNER (IF ANY)	
CONTRACT REGISTRATION FEE				NAME AND POSITION OF DEALER'S AUTHORIZED REPRESENTATIVE	
TOTAL TO BE FINANCED (SUBJECT TO LENDER'S APPROVAL)				SIGNATURE OF DEALER'S AUTHORIZED REPRESENTATIVE	
INTEREST RATE OF % PER ANNUM FINANCE COST FOR TERM				REQ NO 5632641	
TIME BALANCE (TOTAL TO BE FINANCED PLUS FINANCE COST)				NAME AND POSITION OF DEALER'S AUTHORIZED REPRESENTATIVE	
VALUE OF INCENTIVE AVAILABLE ONLY FOR CASH CUSTOMERS				SIGNATURE OF DEALER'S AUTHORIZED REPRESENTATIVE	
SERVICE FEE NOT PAYABLE BY CASH CUSTOMERS				REQ NO 5632641	
A.P.R. % COST OF BORROWING (TOTAL COST OF CREDIT)				NAME AND POSITION OF DEALER'S AUTHORIZED REPRESENTATIVE	
PAYMENT AMOUNT TERM (NO OF PAYMENTS) AMORTIZATION WITH ONE FINAL PAYMENT OF				SIGNATURE OF DEALER'S AUTHORIZED REPRESENTATIVE	
PAYMENT START DATE				REQ NO 5632641	

VEHICLE PURCHASE TERMS

THE FOLLOWING TERMS HAVE BEEN APPROVED BY THE ONTARIO AUTOMOBILE DEALER ASSOCIATION AND THE TORONTO AUTOMOBILE DEALERS ASSOCIATION FOR USE IN THE PROVINCE OF ONTARIO.

In this Vehicle Purchase Agreement references to "I", "me" and "my" are to the purchaser of the Vehicle and references to "you" and "your" are to the dealership.

ADDITIONAL TERMS

1. **Distance Travelled.** You represent to me that to the best of your knowledge the distance travelled by the Vehicle as shown on the other side of this page will be the odometer reading on the day the Vehicle is delivered to me and in case of a Trade-In, I represent to you that to the best of my knowledge the distance travelled by the Trade-In is as shown on the other side of this page.
2. **Original Pollution Equipment.** You and I will ensure in the case of a Trade-In, that all the original pollution control equipment on the Trade-In certified under the Motor Vehicle Safety Act of Canada is intact and operational at the time of delivery.
3. **Trade-Ins.** I will transfer the Trade-In to you at the time that you deliver the Vehicle to me, or at such earlier time as we may agree to, free and clear of all liens (other than the liens which I have disclosed to you on the other side of this page). At the time of transfer, the Trade-In will be equipped and in the same condition, except for reasonable wear and tear, as it is on the date of this Agreement. If you determine that the Trade-In is not in the same condition, I may pay you for all necessary repairs or agree to reduce the Trade-In Allowance by the cost of the repairs. If we are unable to make arrangements which are satisfactory to both of us for the payment of any necessary repairs, this Agreement will be cancelled and you will be entitled to deduct your damages from my Deposit. If I transfer the Trade-In to you prior to the Vehicle being delivered to me, the Trade-In will form part of my Deposit.
4. **Manufacturer's Suggested Retail Price (MSRP).** The Basic Vehicle Price and the prices of the Optional Extras are the MSRP. If the Vehicle is being ordered by you from the manufacturer and there is any increase in the MSRP after the date of this Agreement, the increases will be added to the Total Basic Vehicle and Optional Extras Price. If I refuse to pay the increase in the Amount Due on Delivery, you will have the right to waive the increase or to cancel this Agreement and return my Deposit.
5. **Payment of Additional and Increased Taxes.** If any federal or provincial taxes relating to the Vehicle or my purchase of the Vehicle under this Agreement are increased after the date of this Agreement and prior to my taking delivery of the Vehicle, I will pay you the amount of the increased taxes at the time of delivery.
6. **Administration Fee.** Administration Fee covers but is not limited to the costs incurred by you to register the Vehicle and warranty with the manufacturer; prepare and execute all transactions and all documentation to validate and register life, accident and health insurance, extended warranties, anti-vehicle theft programs, corrosion protection products and related programs and all other vehicle protection products and warranties; to check for liens, accident damage, and vehicle history; for appraisal of my trade-in; for the costs of dealer trades and costs of all office materials utilized to complete this transaction.
7. **Ownership Transfers Only Upon Payment in Full.** I agree that I will not become the owner of the Vehicle or have any other interest whatsoever in the Vehicle until I have paid the Amount Due on Delivery in full (including the amount of any increases resulting from increased taxes or changes in the manufacturer's suggested retail prices). I will pay you by certified cheque unless we otherwise agree.
8. **Date of Delivery:** is the day you will deliver the Vehicle to me. If the Vehicle is to be ordered from the manufacturer and you are unable to deliver the Vehicle to me within 90 days of the date of this Agreement, you will notify me in writing of the reason for the delay and thereafter either one of us may terminate this Agreement by giving written notice of the termination to the other person. Unless we agree in writing to a New Revised Delivery Date, this Agreement will be terminated automatically at the end of the 5 day period following my receipt of your notice of the delay. If you are unable to deliver the Vehicle to me by the new Revised Delivery Date, this Agreement will be terminated automatically. If this Agreement is terminated for any of the above reasons, you will return my Deposit and neither one of us will have any further obligations under this Agreement.
9. **Failure to Accept Delivery or to Pay.** If I fail to accept delivery of the Vehicle within 7 days of you notifying me by registered mail that the Vehicle is available for delivery, or if I fail to pay you the full Amount Due on Delivery, you will be entitled, in addition to any other rights or remedies you may have, to cancel this Agreement and to deduct the amount of your damages from my Deposit.
10. **Explanation of Damages.** If you keep any part of my Deposit you will provide me with a written calculation and brief explanation of your damages.
11. **Dealing with Trade-Ins as Deposits.** If my Deposit includes a Trade-In, you may sell it and upon the completion of the sale my Deposit will be increased by the amount of the Trade-In Allowance, less any amounts paid by you to reduce any outstanding liens. If I am entitled to the return of my Deposit and you have not sold the Trade-In, you will transfer the Trade-In back to me and I will pay you for the Safety Standards Certificate and all other costs associated with transferring the Trade-In back into my name, all repairs and improvements which you may have made to the Trade-In and for all payments which you may have made to reduce any outstanding liens.

Important Information Respecting Motor Vehicle Sales

Ontario Motor Vehicle Industry Council

In case of any concerns with this sale, you should first contact your motor vehicle dealer. If concerns persist, you may contact the Ontario Motor Vehicle Industry Council as the administrative authority designated for administering the *Motor Vehicle Dealers Act, 2002*.

You may be eligible for compensation from the Motor Vehicle Dealers Compensation Fund if you suffer a financial loss from this trade and if your dealer is unable or unwilling to make good on the loss.

You may have additional rights at law.

Telephone: 416-226-4500 or 1-800-943-6002 EXT: 22645



Ontario Motor
Vehicle Industry
Council

Conseil ontarien
de commerce des
véhicules automobiles

Web Site: www.omvic.on.ca

Canadian Motor Vehicle Arbitration Plan

The Canadian Motor Vehicle Arbitration Plan may be available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty.

Canadian Motor Vehicle Arbitration Plan Not Available.

The manufacturer of this vehicle is not a participant in the Canadian Motor Vehicle Arbitration Plan. Therefore, the program under that Plan is not available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty. ☐

CAMVAP is only available if the model year of the motor vehicle is the current model year or one of the four preceding years and the vehicle has been driven less than 160,000 kms.

Tel: 1-800-207-0685

Web: www.camvap.ca

VEHICLE SOLD "AS-IS" The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in road worthy condition, mechanically sound maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition. INIT. _____ DATE: _____

SAFETY STANDARDS CERTIFICATE A safety certificate is only an indication that the motor vehicle met certain basic standards of vehicle safety on the date of inspection.

The Corporation of the City of Temiskaming Shores
By-law No. 2024-022

**Being a by-law to enter into an agreement with Macnab Transit Sales Corp.
for the purchase of a used Coach Transit Shuttle Bus**

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 adopted Resolution No. 2024-070 at the Regular Council meeting on February 20, 2023, delegating authority to the Manager of Transportation Services to purchase a used Transit Bus, with a total upset limit of \$150,000 plus applicable taxes; and

Whereas Council considered Memo No. 009-2024-PW at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm the agreement with Macnab Transit Sales Corp. for the purchase of a used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, for consideration at the March 19, 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 purchase agreement with Macnab Transit Sales Corp. for the purchase of one used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-022

Agreement between

The Corporation of the City of Temiskaming Shores

And

Macnab Transit Sales Corp.

For the purchase of one (1) used Coach Transit Shuttle Bus



439 Bell Street, Ingersoll, Ontario, N5C 2P6

t. 855.485.4287 | f. 855.704.1683

Contract #

211047

	Day	Month	Year
Today's Date	22	February	2024
Date Required			

HST# 817946874

Sales Person

JP Nadeau

Customer Information

Bus Information

Company's Legal Name	Bus Type	Make	Chassis	Model Year
The Corporation of the City of Temiskaming Shores	SHUTTLE	Elkhart Coach	E-450	2019
Street Address	# of Passengers	W/C Positions	Model	New or Used
325 Farr Drive, PO Box 2050	18+2	2	ECII	USED
City Province Postal Code	Vin #		Stock #	Approx Miles/KM
Haileybury On P0J 1K0			21561	73,000km
Phone # Fax # Contact Person	Customer Email		Colour	Qty.
705-672-3363 - Mitchell McCrank	mmcrank@temiskamingshores.ca		White	1

NOTES:

Includes Ontario Safety Inspection, fresh service.
Includes Delivery.
Payment in Full at signing.
Approx. ready date 3-4 weeks after payment received.

Terms Of Settlement

\$ CDN

Selling Price	\$149,320.00
Add'l Charges	0.00
Selling Price Before Taxes	\$149,320.00
Admin Fee	\$249.00
H.S.T. @ 13%	19,443.97
Amount Due	\$169,012.97
Tax - other	0.00
License Fee (License fees do not include charges for outstanding tickets, penalties, tolls, fines etc paid out on your behalf to get your vehicle licensed).	0.00
Selling Price Before Deposit	\$169,012.97
Deposit Required 0%	\$0.00
Balance Now Due	\$169,012.97

Additional Terms & Conditions (E and OE)

Terms: Paid In Full At Signing By Wire Transfer or Paid In Full Prior to Pick Up, Also Paid By Wire Transfer • Quote Is Valid For 30 Days • All Licensing Is Extra • If The Vehicle Is Being Financed, An Approval Letter from The Lender Must Be Received At Date Of Signing • Sales Are Final - Please Review The Entire Contract, Including Any Attached Statements, Before Signing. This Contract Is Final & Binding Once You Have Signed It Unless The Seller Has Failed To Comply With Certain Legal Obligations • Vehicle Is Sold "AS IS, WHERE IS" And Is Not Represented As Being In Road Worthy Condition, Mechanically Sound Or Maintained At Any Guaranteed Level Of Quality. The Vehicle May Not Be Fit For Use As Means Of Transportation And May Require Substantial Repairs At The Buyer's Expense. It May Not Be Possible To Register The Vehicle To Be Driven In Its Current Condition • There Are No Warranties, Express Or Implied, Including Without Limitation Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose • Without Affecting Any Other Provision Of This Agreement, The Company, It's Affiliates And Divisions Shall Not Be Liable For Delivery Delays Whatsoever • Windshields & Paint Chip Damage As a Result of Normal Road Hazard are not Warrantied • There are No Warranties Expressed Or Implied On The Mileage of The Vehicle • Sales Taxes Are

THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN OFFICIAL OF THE DEALER

Dealer's Acceptance

Customer Acceptance

Salesperson

Signature	Mitchell McCrank I have the authority to bind the company Signature	Salesperson's Name (please print) JP Nadeau Signature
-----------	--	--

The Corporation of the City of Temiskaming Shores

By-law No. 2024-023

Being a by-law to authorize an agreement with D.M. Wills Associates Limited for professional engineering services to provide annual monitoring at the New Liskeard and Haileybury Landfill Sites

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-007-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with D.M. Wills Associates Limited for professional engineering services to provide annual monitoring services at the New Liskeard Site (open) and Haileybury Landfill Site (closed), in the amount of \$308,975.00 plus applicable taxes (five-year total), for consideration at the March 19, 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 D.M. Wills Associates Limited to provide annual monitoring services at the New Liskeard and Haileybury Landfill Sites, in the amount of \$308,975.00 plus applicable taxes (five-year total), 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 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-023

Agreement between

The Corporation of the City of Temiskaming Shores

and

D.M. Wills Associates Limited

for annual monitoring services at the New Liskeard and Haileybury Landfill Sites

This agreement made this 19th day of March, 2024.

Between:

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

and

D. M. Wills Associates Limited
(hereinafter called "the Consultant")

Witnesseth:

That the Owner and the Consultant shall undertake and agree as follows:

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Eng. Services – New Liskeard and Haileybury Waste Disposal Sites
Request for Proposal No. PW-RFP-002-2024**

- 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 Environmental Services, all the work by **December 31, 2028.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Three-Hundred and Eight Thousand, Nine-Hundred and Seventy-Five Dollars and Zero Cents (\$308,975.00) 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:

D. M. Wills Associates Limited

150 Jameson Drive
Peterborough, Ontario
K9J 0B9

The Owner:

City of Temiskaming Shores

325 Farr Drive / P.O. Box 2050
Haileybury, Ontario P0J 1K0

The Manager of Environmental Services:

Manager of Environmental Services

City of Temiskaming Shores

325 Farr Drive/ P.O. Box 2050
Haileybury, Ontario P0J 1K0

Remainder of this 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

D. M. Wills Associates Limited

Michael J. Lord, QA/QC Coordinator & Senior Advisor

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. 2024-023

Form of Agreement



Proposal for Professional Engineering Services

**Corporation of the City of
Temiskaming Shores**

**Request for Proposal
PW-RFP-002-2024
Eng. Services – New Liskeard and
Haileybury Waste Disposal Sites**

D.M. Wills Project Number 24-7579

D.M. Wills Associates Limited

Partners in Engineering, Planning and
Environmental Services
Peterborough

February 2024

**Prepared for:
The Corporation of the City of
Temiskaming Shores**



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Appendices

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1.0 Introduction

D.M. Wills Associates Limited (Wills) is pleased to provide this proposal for Professional Engineering Services for Waste Disposal Site (WDS) Annual Environmental Monitoring and Reporting Programs (Project). The Project understanding and Scope of Work have been developed based on the Request for Proposal (RFP) Document *PW-RFP-00202024 Eng. Services – NL and Haileybury Landfill Monitoring* and all associated addenda issued by The Corporation of the City of Temiskaming Shores (City). Our proposal includes services to carry out the Environmental Monitoring and Annual Reporting for the New Liskeard Waste Disposal Site (New Liskeard WDS) and the Haileybury Waste Disposal Site (Haileybury WDS) over a five-year term (2024 – 2028).

The Project is to commence with spring monitoring in 2024 and conclude with the submission of the 2028 Annual Monitoring Report (AMR) for both sites. Wills shall be the prime consultant and will be responsible for the completion and submission of all deliverables.

The RFP, with consideration to the above information, includes routine environmental and operational monitoring, monitor well and gas probe installations, and annual reporting.

The purpose of this proposal is to demonstrate our approach to and understanding of the Project and to outline the methodology that will be applied to accomplish the City's specific Project objectives. Our ultimate goal is to become your preferred Environmental Engineering Services partner.

2.0 Project Approach

Wills' approach to this Project will focus on providing excellent project management, value for money and a high-quality final product to the City. To accomplish this, Wills shall focus on the following key result areas:

- Scope, Cost, and Time Management.
- Communications Management.
- Quality Management.
- Health, Safety, and Environmental Management.

Our approach to each of these key result areas is described in detail in the sections below.

2.1 Scope, Cost, and Time Management

Scope, Cost, and Time Management are critical components of the Project management process. A Scope, Cost, and Time Management Plan will be developed by Wills for our use on the Project.

Wills' Scope of Work has been established based on the RFP, supporting documents, Addendum No. 1, and Addendum No. 2, and is discussed in detail in **Section 6.0** of this proposal.

The Wills Team has established a budget to address the Scope of Work identified by the City. The prices provided are a fixed fee for the noted Scope of Work. The Wills Project Manager will be responsible for managing the Project activities within the established budget. In accordance with the change management process, changes in the Scope of Work and budget must be expressly approved by the City prior to execution of any additional work. Invoicing will be completed by the Wills Project Manager on a monthly basis for the work completed during that period. Invoices will be accompanied with justification for payment (such as progress reports or deliverables). All invoicing will be completed in accordance with the formatting requirements specified by the City in the contract or purchase order.

The City has outlined key milestone dates within the RFP. Based on these key dates, Wills has prepared a detailed Project schedule for the completion of the Scope of Work. The Project schedule will be updated regularly, and progress will be reported to the City. Some flexibility has been built into the schedule to accommodate for unforeseen minor delays.

2.2 Communications Management

The Wills Team includes specialist sub-consultants and contractors, who shall report directly to Wills' Project Manager. To ensure seamless communication between the Wills Team and the City, a Communications Management Plan will be developed which outlines the reporting structures and communications protocols. The Communications Management Plan will focus on two main aspects:

1. Communications within the Wills Team.
2. Communications with the City.
3. Communication with the Ministry of Environment, Conservation and Parks (MECP), as required.

As with most projects, the majority of communications with the Wills Team will be via email and telephone. Wills does have the ability to conduct video conferencing, if required to facilitate meetings with the Wills Team.

The majority of communications with City staff shall be through the Wills Project Manager; however, where scope specific information is required, Wills shall facilitate

meetings or teleconferences between the City and any sub-consultants/contractors, if required.

2.2.1 Availability of Key Staff Members

Transparent communication and prompt responses are of the utmost importance to the Wills Team. Our Project Team is always readily available via phone, email, and video calls at the request of the City to discuss Project deliverables, progress, and to address any of the City's questions or concerns.

2.2.2 Knowledge of City

The Wills Team currently completes the environmental monitoring program for the Township of Chamberlain and has an ongoing partnership with the Municipality of Charlton and Dack, completing waste disposal site Annual Reports. Our survey team has conducted programs at both the Chamberlain and Charlton and Dack waste disposal sites and is knowledgeable and comfortable with the surveying environment of the City.

2.3 Quality Management

Wills recognizes the importance of established standards and that the responsibility for the overall Project quality belongs with the consultant.

A Quality Control Plan to monitor all activities within the Project will be initiated at the commencement of the Project. A technical review will be conducted at the completion of the critical stages of the Project and prior to issuing the deliverables. A Wills technical review will establish technical accuracy of the services and conformance of the technical standards and specifications.

Senior members of the Wills Team will undertake the Quality Control reviews. Those conducting the quality review will not have direct responsibility for the areas they are auditing but will have the authority to direct those having responsibility for the areas being reviewed to strictly adhere to the terms of reference set up by the Project Team. The quality reviews monitor work carried out in accordance with the terms of reference and all records will be maintained accordingly. The Quality Auditor and the Project Manager are responsible for taking action on any necessary design modifications. These Quality Assurance actions will also be recorded internally at Wills and made available to the City, upon request.

2.4 Health, Safety, and Environment Management

Wills has an ongoing commitment to ensuring the health and safety of its workers and protecting workers from injury or occupational hazards in all company activities. As part of this commitment, Wills makes every effort to provide a safe and healthy work environment.

At Wills, managers and supervisors are held accountable for the health and safety of workers under their supervision. Managers and supervisors are subject to various duties in the workplace, including the duty to ensure that equipment is safe and that workers work in compliance with established safe work practices and procedures.

We have an active Joint Health and Safety Committee with corporate policies to address workplace hazards, including working around water and highway traffic.

Wills takes responsibility for the development and implementation of a plan for worker safety (including contact information), safety to the traveling public and the procurement of necessary work permits. We will provide traffic control and protection plans, as required.

Upon award of the Project, Wills will provide our Health and Safety Policy, WSIB Clearance Certificate and Injury Summary Report, Insurance information and Violence and Harassment Policy.

3.0 Proposed Project Team

To ensure the successful completion of this Project, we have assembled a Project Team that provides the necessary experience and expertise to complete the work efficiently and professionally. Wills shall be responsible for the overall project management, including management of all contractors and sub-consultants.

The Project Team curricula vitae and the Organization Chart are provided in **Appendix B** and biographies of the key staff members are provided below. The staff members listed below are the actual staff members that will be assigned to the job.

Ian Ames, M.Sc., P. Geo. – Project Manager & Environmental Geoscientist

As Project Manager and Competent Environmental Practitioner (CEP), Ian Ames will be the primary contact and will ensure that all Project objectives are achieved within the agreed upon schedule and budget. Ian will communicate with the Town to confirm the schedule of tasks, WDS observations, and relay field data, as required. As Project Manager, he will be responsible to effectively initiate, plan, monitor, and control the Project, and ensure the quality of all deliverables to industry standard and the applicable guidelines (As detailed in **Section 6.0**).

Mr. Ames is a registered Professional Geoscientist and has completed a bachelor's degree in geological science, as well as a master's degree in applied geology, from Queen's University. His experience includes geotechnical and environmental investigations and analyses, hydrogeology, geological mapping, and mineral exploration. Mr. Ames has experience with hydrogeology and subsurface site characterization project work, including groundwater characterization and impact assessments. Mr. Ames has considerable experience conducting subsurface investigations in support of environmental, geotechnical, and mining applications. He

has completed hydrogeological studies of varying complexity and is knowledgeable in soil and groundwater sampling procedures and analyses. Mr. Ames has experience in contaminant management investigations and has practical experience in landfill waste delineation in support of closure plans, and reconnaissance drilling and test pit investigations to evaluate prospective landfill sites. Mr. Ames has worked on a variety of municipal landfill Projects at Wills. These Projects include landfills in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Magnetawan, Ewanturel, West Nipissing, Asphodel-Norwood, the City of Peterborough (Peterborough Organics Facility), and Matachewan. His role in these various Projects includes management and supervision of field staff, report writing, data collection and analysis, as well as the completion and coordination of various field activities.

Ralf Bolvin, P. Eng. – Competent Environmental Practitioner

Ralf Bolvin is a Registered Professional Engineer and CEP who has completed a master's degree from Polytech Sorbonne in Paris, France. Fluently bi-lingual, Mr. Bolvin's professional expertise centres on environmental site assessment and remediation. He has successfully implemented major land reconversion projects of formerly heavily industrialized areas around Paris. Mr. Bolvin's experience has included the design and implementation of groundwater and soil remediation projects using various methods such as dig and dump, soil vapour extraction, multi-phase extraction, and in-situ chemical oxidation. He has been responsible for the oversight of field investigations and on-site sampling, characterizing and delineating contaminants in soil and groundwater, and selecting appropriate remediation methods for clients in the public, industrial, and construction sectors.

Michael J. Lord, B.A., Dipl. ET – QA/QC Coordinator & Senior Advisor

Michael J. Lord will be the QA/QC Coordinator for the Project and will review all deliverables for compliance with the RFP, Conditions contained in each Environmental Compliance Approval (ECA) and Certificate of Approval (C of A), and the MECP *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document* (MECP Guidance Document).

As Director, Vice President, and Manager of Environmental Services, and with over 30-years of experience, he has completed more than 1,000 Projects on behalf of clients in both the municipal and private sectors. He has extensive experience coordinating multi-disciplinary teams of engineers, scientists, and planners to complete both small and larger, more complex, environmental compliance and facility design Projects. On behalf of numerous municipal clients, Mr. Lord has completed peer reviews, attended hearings, and provided expert testimony to defend his technical interpretations and analyses. Mr. Lord has been qualified as an expert in municipal solid waste management, environmental assessment, environmental site assessment and environmental impact assessment by the Ontario Municipal Board (now OLT). His organizational and facilitation skills have been used with success to achieve client objectives under very restrictive time and budget constraints.

For more than 30 years, Mr. Lord has provided professional waste management services to upper tier and most lower tier municipalities in Peterborough, Hastings, Victoria, Haliburton, Renfrew, Muskoka, and Northumberland counties, as well as worked on a variety of municipal landfill Projects at Wills. These Projects include landfills in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Magnetawan, Evanturel, West Nipissing, Asphodel-Norwood, the City of Peterborough (Peterborough Organics Facility), and Matachewan.

Mr. Lord has managed more than 500 municipal solid waste projects including: annual monitoring programs; closure plans; composting facility, transfer station and recycling depot designs; hydrogeological investigations; waste diversion studies; waste audits; design and operations reports; capacity studies; landfill optimization studies; landfill mining and reclamation; waste management strategic planning; and, liaison with all levels of government and various stakeholder groups on behalf of municipal clients.

Lynsey Tuters, B.A., Dipl. E.T., C. Tech – Lead Environmental Technologist

Lynsey Tuters will be the Lead Environmental Technologist and will be responsible for all field work, sampling, and measurements, and ensuring the fieldwork programs are conducted in a safe, timely manner, and in accordance with MECP guidelines and site specific ECA or C of A requirements.

Ms. Tuters holds a B.A. co-major degree in Sociology and Philosophy from Brock University, a journalism diploma from Niagara College, as well as an Environmental Technician Diploma from Fleming College. She has gained experience writing technical reports, collecting field and sampling data and has obtained her C. Tech. designation.

Ms. Tuters has ample experience with waste disposal site management work including conducting groundwater, surface water, and landfill gas monitoring programs; preparing annual operational and environmental monitoring reports, conducting hydrogeological assessments; preparing design, operation, and closure plans; and consulting with the MECP with regards to WDS compliance and development. Ms. Tuters has worked on a variety of municipal waste disposal site Projects at Wills. These Projects include waste disposal sites in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Matachewan, Evanturel, the City of Peterborough (Peterborough Organics Facility), and Asphodel-Norwood.

Chris Ostic, B.Sc. – Environmental Field Technologist

Chris Ostic will support the Lead Environmental Technologist during all aspects of the Annual Monitoring Programs. Mr. Ostic holds a B. Sc. In Geography and Environmental Science with an Interdisciplinary Minor in Sustainability from McMaster University. In addition, Mr. Ostic holds an Environmental Technician Diploma from Centennial College.

Mr. Ostic has experience providing oversight for landfill monitoring and site inspections, environmental and geotechnical drilling, stratigraphic logging and groundwater sampling, aquifer and hydraulic testing, land surveying, slope stability assessments, designated substance sampling, and associated data analysis and technical report writing.

Mr. Ostic has worked on a variety of municipal waste disposal site Projects at Wills. These Projects include waste disposal sites in the Municipalities Kearney, Matachewan, and Asphodel-Norwood.

Michael Kylie – Construction Surveyor

Michael Kylie has over 12 years of experience in the construction industry. In 2012, Michael obtained his Geomatics Technician Diploma from Sir Sandford Fleming College in Lindsay, ON. Upon graduation, Mr. Kylie was hired as a survey assistant with J.D. Barnes Ltd. in Markham, ON. Mr. Kylie continued working as a Survey Assistant and would progress and continue to work as a Survey Crew Chief over a 6-year period in the Greater Toronto Area. As a Survey Crew Chief, Mr. Kylie was responsible for the overall success and safety of a three-person survey crew. He eventually relocated back to the Peterborough area where he would continue to work for J.D. Barnes Ltd., primarily completing legal surveys and large boundary retracements.

In 2019, Mr. Kylie was hired as the resident Construction Surveyor for D.M. Wills Associates Limited, through their Construction Administration team. In his current role as a Construction Surveyor, Mr. Kylie manages all survey related work activities offered through the Construction Administration team by regularly providing detailed cost estimations and support for multi-disciplinary projects and proposals, maintaining exceptional communication with project managers, clients and contractors, completes detailed preliminary and as-built topographic surveys/verifications and by ensuring all survey equipment/materials are in good working condition. Mr. Kylie specializes in producing consistently accurate and reliable survey information using conventional survey equipment and CAD software.

Mr. Kylie has provided surveying services on a variety of municipal waste disposal site Projects at Wills. These Projects include waste disposal sites in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Evanturel, the City of Peterborough (Peterborough Organics Facility), and Asphodel-Norwood.

Marybeth Jolicoeur, C. Tech – Senior Designer

Marybeth Jolicoeur will assist with field data interpretation, as well as AutoCad and other design work including creating groundwater contours, accurate WDS figures, and evaluating the cumulative capacity and waste volumes using the survey data.

Ms. Jolicoeur worked for nine years as an Environmental Technologist and was the senior field surveyor and AutoCAD operator for the purpose of determining volumes used, volumes remaining and remaining site life as well as creating final site designs for

over 40 waste disposal sites for many municipalities. Her responsibilities also included staking the site design limits, setting grade and overseeing the construction. AutoCAD was used to calculate site volumes and create groundwater contours from groundwater elevations to determine groundwater flow direction and gradient. Ms. Jolicoeur has written Design and Operations Plans as well as Closure Plans and Transfer Station Design and Operations Reports. She was also responsible for writing AMRs for submission to the MECP, which included groundwater, surface water analytical interpretation, groundwater flow direction, site operations, conclusions and recommendations.

3.1 Additional Resources

As a multi-disciplined engineering, land use planning, environmental, construction administration, and project management consulting firm, and with over 80 full-time staff, Wills is able to assign additional staff to the Project as required, to ensure that the Project remains on schedule.

Under the guidance of Mr. Lord, the Environmental Services Department employs experienced project managers, environmental planners, biologists, technicians, and professional geoscientists and engineers that are available to support the Project Team, as required.

3.2 Sub-Consultants and Contractors

Wills will retain and collaborate with the following accredited sub-consultants and contractors to ensure the quality execution of Project deliverables.

3.2.1 Laboratory Analytical Testing

Wills requested quotes from accredited laboratories to complete the laboratory analysis on the groundwater and surface water samples collected during the annual Environmental Monitoring for both WDSs. Based on costing received by Wills, the following laboratories have been selected to conduct the annual laboratory analysis for each WDS.

Caduceon Environmental Laboratories – Kingston, Ontario

Caduceon Environmental Laboratories (Caduceon) is accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) under CALA Membership Number 11002728. Caduceon is accredited for the analyses outlined in the environmental monitoring programs for the WDSs. Caduceon has been selected as the laboratory for the groundwater, surface water, and residential well laboratory analytical program for the New Liskeard WDS.

SGS Canada Inc. – Lakefield, Ontario

SGS Canada Inc. (SGS) is accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) under CALA Membership Number 101999. SGS is accredited for the analyses outlined in the environmental monitoring programs for the WDSs. SGS has been selected as the laboratory for the groundwater, surface water and residential well laboratory analysis for the Haileybury WDS.

Laboratories have a contract commitment to a five-to-ten-day turnaround time for laboratory analytical results. It should be noted, however, that during peak landfill monitoring seasons, laboratories may take up to two weeks to provide analytical results due to high demand. Wills has considered this potential time delay into our deliverables schedule.

3.2.2 Monitor Well and Gas Probe Installation

Cablewave Utility Services – Hallowell Monitor Well & Gas Probe Installation Private Locator

Cablewave Utility Services is based in Sudbury, Ontario, and has been providing locating services since 2014. With respect to utility service locates, Wills has recently worked closely with Cablewave on a subsurface investigation at a waste disposal site in Matachewan, Ontario. Their team has been found to be responsive, thorough, and trustworthy.

Landcore Drilling

Landcore Drilling (Landcore), located in Chelmsford, Ontario, specializes in environmental and geotechnical drilling. Staff at Wills and Landcore have worked together on multiple drilling programs, including the installation of monitor wells at the Matachewan WDS.

Demora Construction Services

Demora Construction Services is located in New Liskeard, Ontario and will be retained to deliver the water supply during the bedrock coring activities for the monitor well and gas probe installation program.

Documentation stating they have reviewed all parts of the detailed project schedule where their skills or expertise are required, and are able to meet the timelines-milestones provided in the detailed project schedule for the monitor well and gas probe installation program, is included in **Appendix C**.

4.0 Selected Project Experience and Qualifications

In recent years, Wills has completed numerous Projects very similar in scope and complexity to this Project. The following Projects are included to demonstrate the range of the Wills Team's experience as it relates to waste disposal site environmental monitoring, reporting, and compliance and should not be considered an exhaustive list of Projects. Client references are also provided.

Waste Management Consulting and Reporting, Township of Asphodel-Norwood

Client Contact: Peter Deshane
Manager of Public Works & Environmental Services
Township of Asphodel-Norwood
(705)639-5343, pdeshane@antownship.ca

Wills has been conducting the annual environmental monitoring and reporting programs for two waste disposal sites (one closed and one transfer station) within the Township of Asphodel-Norwood since Spring 2022. In addition to the annual monitoring and reporting, Wills prepared an updated Design, Operations and Closure Report for the Norwood Transfer Station and facilitated an ECA amendment to recognize the ongoing transfer station operations at the site. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, Michael Kylie, and Chris Ostic.

Waste Disposal Site Environmental Monitoring and Reporting, Town of Kearney

Client Contact: Cindy Filmore
Acting Clerk
Town of Kearney
(705)636-7029, cindy.filmore@townofkearney.ca

Wills has been conducting the annual environmental monitoring and biennial reporting program for the Kearney Transfer Station since 2016. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, and Chris Ostic.

Matachewan Waste Disposal Site Consulting Services, Township of Matachewan

Client Contact: Cheryl Swanson
CAO/Clerk-Treasurer
Township of Matachewan
705-565-2274, clerktreasurer@matachewan.ca

Wills began working with the Township of Matachewan in 2020. Our ongoing partnership with the Township includes updating the waste disposal site's Design and Operations Plan, MECP regulatory compliance consultation, conducting a hydrogeological assessment of the site, and developing the site's environmental

monitoring program. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, Michael Kylie, and Chris Ostic.

Waste Disposal Site Environmental and Operational Monitoring, Township of Chamberlain

Client Contact: Jon Schenk
Public Works Superintendent
Township of Chamberlain
705-544-7525, pws@chamberlaintownship.com

Wills has been working with the Township of Chamberlain since 2019, conducting the annual environmental monitoring program and preparing the biennial monitoring reports. Wills is also working with the Township to update their operations at the WDS to achieve greater waste volume capacity and streamline the development of the WDS. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, Michael Kylie, and Chris Ostic.

Peterborough Organics Facility, Peterborough County-City Waste Management Facility, Township of Otonabee-South Monaghan

Client Contact: Don Briand
Manager, Waste Operations
City of Peterborough
705-875-7813, dbriand@peterborough.ca

As an example of our experience with more complex waste management facilities, Wills completed all funding applications, consultation, studies, and investigations to support the preliminary and detailed design of the Peterborough Organics Facility, on behalf of the City of Peterborough. Wills' Project Team for this project includes Mike Lord (Project Manager), Ian Ames, and Lynsey Tutters.

Following Wills preparation and submission of three ECA applications (Waste, Air & Wastewater), the facility was approved by the MECP in 2023. Wills is currently completing Construction Administration and full-time on-site inspection while the facility is under construction.

With \$6.1 million in support from the federal government's Low Carbon Economy Fund, the facility is approved to receive a maximum of 45,000 tonnes per year and temporarily store up to 17,000 tonnes. The facility is operated by the City and is located adjacent to the northern boundary of the existing Peterborough County-City Waste Management Facility (Bensford Road Landfill Site), in the Township of Otonabee-South Monaghan.

Wills completed a site selection process to identify candidate properties with access to three phase power and year-round road access; and with consideration for existing

and surrounding land uses, distance to sensitive receptors, railways and overhead utilities, and environmental constraints such as natural heritage features and existing aggregate resource areas.

The City selected the Gore® System, including the Gore® Cover and ancillary equipment as the preferred composting technology. The Gore® System is proven technology, accepted by the MECP, and is used successfully at several sites in Ontario.

Along with the Gore® System, Wills designed additional infrastructure, as follows:

- Site entrance shared with the Bensfort Road Landfill Site.
- Emergency entrance off Bensfort Road.
- Negative pressure receiving building and preparation area, including bio-filter to mitigate odours.
- Office building and maintenance shop.
- Active composting area (Gore® System).
- Leaf and yard waste open air, windrow composting area.
- Compost screening and curing area.
- Finished compost storage area.
- Stormwater management pond.
- Compost leachate collection system for conveyance to the existing Bensfort Road Landfill Site leachate collection system, and treatment by the City of Peterborough Water Pollution Control Plant.
- 30 metre buffer area (setback) from property line and natural heritage features.
- Visual screening from surrounding properties via berms and plantings.

The development process for the facility included:

Phase 1: Permitting and Approvals

- Preliminary design elements.
- Public consultation and Indigenous Community engagement.
- Completion and submission of the planning applications.
- Completion and submission of the Environmental Compliance Approval applications and supporting documentation.

Phase 2: Detailed Design and Tendering

- Civil engineering elements, including water supply and sanitary sewage disposal.
- Structural engineering elements, including on-site buildings, concrete slabs, and Gore® System bunkers.
- Electrical and mechanical engineering elements, including on-site lighting, building HVAC systems, and odour control system.
- Process engineering elements, including leachate collection and conveyance.
- Preparation of the Tender Package, including contract documents, drawings, and specifications.

Phase 3: Construction and Commissioning

- Pre-construction activities.
- Facility construction.
- Construction administration and inspection.
- Facility Commissioning and Close-out Activities.

5.0 Project Understanding

The following documents were provided to Wills and reviewed to support the preparation of this proposal:

- PW-RFP-00202024 Eng. Services – NL and Haileybury Landfill Monitoring.
- Haileybury Landfill Site Closure Plan, prepared by exp Services Inc., dated December 29, 2016.
- 2022 Annual Groundwater and Surface Water Monitoring Report Haileybury Waste Disposal Site, WSP E&I Canada Limited, dated April 2023.
- Haileybury C of A No. A570402, issue date of December 18, 2009 & October 9, 2018 amendment.
- Surface and Groundwater Monitoring Program New Liskeard Waste Disposal Site, Wood Environmental & Infrastructure Solutions effective 2022, WSP E&I Canada Limited, dated November 24, 2020 (New Liskeard Monitoring Program).
- 2022 Annual Groundwater and Surface Water Monitoring Report New Liskeard Waste Disposal Site, WSP E&I Canada Limited, dated April 2023.
- New Liskeard WDS ECA No. A-500-1115044194, issue date December 2, 2021.
- Addendum #1 issued January 26, 2024.
- Addendum #2 issued February 6, 2024.

5.1 Waste Disposal Site Background Information

A brief description and relevant details for each WDS are included below.

New Liskeard Waste Disposal Site – ECA No. A-500-1115044194

Address: 704165 Rockley Road, New Liskeard, Ontario

- Natural attenuation WDS located within a former limestone quarry, owned and operated by the City.
- Reported to have been in operation for more than 90 years.
- Approved for the disposal of solid domestic and commercial non-hazardous wastes.
- The original C of A No. A571505 specified an Approved Waste Disposal Area (AWDA) of 2.02 hectare (ha) within a total site area of 32 ha.
- It has been reported that historical waste extends outside of the AWDA increasing the footprint to approximately 5.9 ha.
- The Contaminant Attenuation Zone (CAZ) for the WDS was approved in the April 17, 2007, C of A Amendment.
- The WDS ceased accepting waste in June 2009, at which time final waste contours were achieved, and the WDS has since been inactive.
- The C of A was amended in 2012 to allow for the construction of solar panels within the CAZ. Construction activities were initiated in 2013.
- The current ECA was issued on December 2, 2021, and allows for an AWDA of 7.7 ha within a total site area of 32 ha, with a Theoretical Maximum Approved Capacity (TMAC) of 366,845 cubic metres (m³).
- Addendum No. 1 provided the following details:
 - All construction activities for the expansion of the WDS were completed in October 2023.
 - The WDS became fully operational on October 17, 2023.
- The Environmental Monitoring Program (Monitoring Program) including the field program, groundwater and surface water quality compliance evaluation, landfill gas assessment, and reporting requirements are to be conducted in accordance with the site-specific ECA, as detailed in the New Liskeard Monitoring Program), dated November 2020 prepared by Wood Environmental & Infrastructure Solutions. (effective 2022, WSP E&I Canada Limited).
- Additional monitor wells and gas probes are necessary to facilitate execution of the approved Monitoring Program for the WDS. Details for this component of the Project are provided in **Section 6.13**.

Haileybury Waste Disposal Site – C of A No. A570402

Address: Dump Road, Cobalt, Ontario

- A natural attenuation landfill site.
- Original C of A was issued to the Town of Haileybury in 1974 for the operation of the landfill.
- An amendment was issued in November 1998, November 2009, and in December 2009 to allow for an AWDA of 5.8 ha within a total site of 32.4 ha with a TMAC of 470,000 m³.
- In 2011, the MECP concluded that the WDS had exceeded the Reasonable Use Criteria (RUC) in the groundwater at the property boundary.
- In 2013 the City purchased 28 ha to extend the CAZ to meet the RUC at the property boundary.
- The WDS reached its TMAC in 2021. Due to emergency circumstances and as approved by the MECP, the WDS continued to accept waste until October 17, 2023.
- Addendum No. 1 provided the following details:
 - The Closure Plan received MECP approval on October 8, 2018.
 - Closure activities have not commenced at the WDS. Procurement for all closure activities will be conducted in February/March of 2024, with work to begin in spring or early summer.
- The Monitoring Program including the field program, groundwater and surface water quality compliance evaluation, landfill gas assessment, and reporting requirements are to be conducted in accordance with the site-specific C of A and the *Haileybury Landfill Site Closure Plan*, dated August 1, 2018, prepared by exp Services Inc.

5.2 Project Objectives

Based on our review of the RFP, addenda, and our understanding of the WDSs, we have identified the following principal objectives for the Project:

- Conduct the Monitoring Programs in accordance with the site-specific ECA and C of A over a five-year term (2024-2028).
- Conduct a monitor well and gas probe installation program for the New Lisheard WDS in 2024.

We understand that the City's expectations of the successful consultant in completion of this assignment are as follows:

- Meeting the Council's approved budget every year.
- Identifying issues and providing recommendations to maintain site compliance.

- Meeting the site-specific ECA/C of A reporting requirements and deadlines.
- Reducing the overall burden of the waste management infrastructure on the City by reviewing the environmental monitoring programs and current site operations, and recommending improvements and/or cost reductions, where appropriate.
- Wills understands through our review of the addenda documents that the Monitoring Program for the Haileybury WDS can be reassessed as years following closure activities increase. Wills has prepared our budget on the assumption that the Monitoring Program will remain consistent through the five-year term; however, we will strive to achieve cost savings where appropriate through the continuous evaluation of the established Monitoring Program's effectiveness.

6.0 Methodology

Wills has developed a detailed Scope of Work for this Project based on the requirements of the RFP. The detailed Work Plan, Project Schedule, and Project Budget are described below.

The Monitoring Programs will be completed in accordance with the RFP, C of A/ECA documents, and based on *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document*, MECP, Operations Division (November 2010). In addition, our work will be conducted based on MECP regulatory guidance documents including the *Guidance Manual for Landfill Sites Receiving Municipal Waste* (MECP, 1993; MECP, 1999).

Following a review of past monitoring results, recommendations for each WDS will be provided which may lead to improvements, increases in efficiency, and/or cost reductions for the City.

All collected water samples will be analyzed for parameters as outlined in Monitoring Program by Caduceon and SGS environmental analytical laboratories accredited by CALA.

For the purposes of this proposal, we have divided our work plan into the following phases, in consideration of the RFP document:

- Startup Meeting and Background Review.
- Field Program – Operational and Environmental Monitoring.
- Laboratory Program.
- AMRs.
- Monitor Well and Gas Probe Installation.
- Dynamic Evaluations, Communications, and Post-Consultation.

6.1 Startup Meeting, Background Review, and Annual Pre-Monitoring Meeting

The Project Manager will meet in person or virtually with City representatives upon notification of award to confirm lines of communication, confirm our understanding of the scope of work, and to provide for the exchange of required information. The startup meeting will provide an opportunity to formally introduce the City's Team to the Wills Project Manager. The startup meeting will also serve to confirm the City's requirements and expectations and clarify any items in our proposal.

The following items will be reviewed in detail at the meeting:

- Insurance documents (including WSIB) submitted by Wills.
- WHMIS and Health and Safety documentation provided by Wills.
- Signed Agreement and document exchange.
- Project scheduling confirmation.
- Review any on-going work tasks that may need to be adjusted (number of monitor wells, surface water stations, parameters, etc.).
- Review all available background information, including previous AMRs, MECP Site Inspection Reports, etc.
- Identify any issues or concerns by the City that may require the support of Wills.

Following the receipt of all necessary background documents pertaining to each WDS, the Wills Team will complete a thorough review of all material prior to the spring 2024 monitoring events to ensure that we are prepared to conduct the monitoring activities in compliance with ECA/C of A requirements.

Furthermore, in the spring of each year (2024-2028), Wills Project Manager will conduct a brief meeting with City staff to maintain open lines of communication, relay necessary information, and discuss any concerns prior to the commencement of the spring monitoring events.

6.2 Pre-Monitoring Site Visits

A comprehensive review of the Haileybury WDS will be undertaken by the Wills Team prior to the spring 2024 monitoring event. The WDS site visit will document property and equipment conditions, security and accessibility requirements, and any deficiencies with respect to the physical condition, regulatory requirements, and best practices.

Please note, Wills has not included fees for a pre-monitoring site visit at the New Liskeard WDS as the monitor well and gas probe installation program will provide an understanding of the WDS conditions.

6.3 Field Program

Wills' proposed Monitoring Programs were developed on the basis of information provided in the RFP document, historic AMRs, and the site-specific ECA/C of A requirements. The City will be notified at least one week prior to initiating any anticipated fieldwork.

The detailed Monitoring Programs are included in **Appendix D**.

6.4 Site Inspections

As part of Wills' work program, qualified staff will conduct WDS inspections at each WDS and include all elements detailed in the in the ECA and C of A annual reporting requirements. WDS inspections will occur concurrently with each environmental monitoring event at each WDS. If any concerns are noted, Wills will notify the City within 24 hours to report the findings. The site inspection will include field observations and documentation to characterize current operational and facility conditions. Site inspection efforts will include (but not be limited to):

- Current operational details, hours of operation, security, waste storage and limit conditions, servicing area characterization
- Review of documented complaint/emergency responses.
- A review of daily logs, site documents and interviews with site personnel, if required.
- Assess the condition of each monitor well; fencing, gates, signs, containers.
- Identify the presence of leachate seeps; settlement; stressed vegetation; erosion issues; conditions of the banks of nearby watercourses.
- Other observations or items specifically identified in the C of A/ECA for each WDS.
- Observations will be documented in the field notes and photographs will be taken during each monitoring event.
- The City will be notified of any findings that require immediate attention.

Wills will include the following WDS inspection findings in the Field Monitoring Summary Report (discussed in **Section 6.11**):

- Regulatory related issues.
- Areas for needed repairs.
- Equipment and systems requiring replacement or upgrading, if any.

6.5 Groundwater Sampling

The sampling events and frequencies outlined in the proposed monitoring programs, will follow the scope outlined below:

- Upon award, groundwater monitor well locations and site descriptions will be reviewed in detail to identify and assess location conditions, potential inefficiencies, and where dedicated sampling equipment is required to be replaced.
- Prior to sampling, groundwater levels will be obtained and recorded at each location, and three wellbore volumes will be purged (with the exception of residential wells) to ensure representative groundwater samples can be collected.
- Monitor wells will be photographed and assessed for damage or access issues, and GPS coordinates will be collected in UTM format. Minor repairs will be completed during the monitoring event. Any additional equipment or visit costs for repair will require approval from the City prior to completion.
- At each monitor well, groundwater field parameters (pH, electrical conductivity, total dissolved solids, and temperature) will be measured using a handheld multi-parameter meter.
- Collection of groundwater samples will be conducted in accordance with MECP protocol to ensure that sample integrity is maintained. Dedicated laboratory-provided sample bottles will be used, and chain-of-custody procedures will be followed.
- Quality Assurance and Quality Control (QA/QC) samples will also be collected, to ensure analytical accuracy. The QA/QC program will be developed according to the MECP document, *Guidance on Sampling and Analytical Methods for use at Contaminated Sites in Ontario*, revised December 1996 and the MECP guidance document revised in January 2012 titled, *Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites*.

6.6 Surface Water Sampling

Wills' surface water sampling procedures are outlined below:

- Conduct a review of existing surface water stations.
- Surface water levels (if applicable) and flow rate estimates will be measured and recorded.
- All surface water stations will be photographed and assessed for damage or access issues, and GPS coordinates will be collected in UTM format.

- At each surface water station, surface water field parameters (pH, electrical conductivity, temperature, dissolved oxygen, and total dissolved solids) will be measured using a handheld multi-parameter meter.
- Collection of surface water samples will be conducted in accordance with MECP and Wills protocol to ensure that sample integrity is maintained. Dedicated laboratory-provided sample bottles will be used, and chain-of-custody procedures will be followed.
- QA/QC samples will also be collected, to ensure analytical accuracy. The QA/QC program will be developed according to the MECP document, *Guidance on Sampling and Analytical Methods for use at Contaminated Sites in Ontario*, revised December 1996 and the MECP guidance document revised in January 2012, *Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites*.

6.7 Landfill Gas Monitoring

During each monitoring event, monitor wells will be screened for methane (% Lower Explosive Limit [% LEL]) and combustible vapours (% LEL), using an RKI-Eagle II Gas Meter, calibrated for hexane. Results from the landfill gas monitoring will be provided and discussed in each AMR.

6.8 Annual Topographic Survey – New Liskeard Waste Disposal Site

As outlined in the ECA Section F, item 3 Annual Report, an annual topographic survey is required for the New Liskeard WDS to inform the existing site contours, areas of landfilling operation, annual waste volume calculations, and to determine the remaining site life. The WDS surveys will include:

- The survey will be conducted in fall of each reporting year, in conjunction with the Monitoring Program.
- Survey, drafting, and evaluation work regarding quantification of landfill volumes will be conducted in-house by Wills' qualified and experienced staff.
- A Total Station and/or GPS (signal dependant) will be used for the WDS surveys.
- The survey will include information for; waste footprint of the WDS, top and bottom of slopes of the various waste piles, onsite buildings, entrance/exit gates, monitoring stations, laneways/driveways, and ground elevations throughout the WDS.
- Please note: Wills assumes the information from previous surveys/ECA's and that information for benchmarks and control points is accurate. Any visible monitor wells and structures on site will also be surveyed. Additional information including delineation of final or interim cover will be identified by visual observation and correspondence with City staff. If needed, Wills shall transfer offsite field data for alignment and elevation confirmation.

- Upon collection of the survey data, our Senior Designer will begin interpretation. Based on either an established base elevation or an assumed base grade, volume estimates will be completed to approximate the total air space consumed and the volume of both interim and final cover material that have been applied.
- An existing surface will be created in AutoCAD and will be compared to a previous surface to complete capacity calculations.
- Based on approved volumes obtained from ECAs, AMRs, and Operations Reports, estimates of remaining air space capacity will be calculated.
- Site location plans will be provided, as well as detailed topographic maps in both electronic and hard-copy format. In addition, Geo-referenced ESRI Shapefile layers displaying the landfills current and proposed future use can be included. Areas of final or interim cover will be delineated, and these areas will be differentiated, where possible.

6.9 Laboratory Program

Groundwater and surface water samples collected at each WDS will be analyzed at Caduceon and SGS for the parameters specified in the RFP, and applicable ECA and C of A, as well as the noted reports detailing the Monitoring Programs for each WDS. As detailed in the AMR requirements all chain of custody documentation will be provided to the City and Wills will ensure all hold times are respected. The detailed monitoring programs, **Appendix D**, includes the list of sampling locations, frequencies, and parameters as specified in the RFP and addenda.

6.10 Quality Assurance/Quality Control

Wills' QA/QC program for assignment deliverables ensures and verifies that an acceptable level of quality is achieved and maintained. It is the responsibility of the Project Manager and QA/QC Coordinator to implement and monitor the QA/QC program for sample, data, and report quality throughout the assignment. A series of Project deliverable checks and reviews will be conducted by the Wills Team to ensure accuracy, completeness, consistency, and safety.

Quality checks will be conducted by the accredited laboratory through confirmatory sample collection, data verification activities, and review of laboratory QA/QC data. The proposed laboratory QA/QC procedures include:

- Blind field duplicate samples (one per 10 samples).

6.11 Field Monitoring Summary Report

The Wills Team will provide the City with a brief Field Monitoring Summary Report within 14 business days of receiving the laboratory analytical results from each monitoring event. The Field Monitoring Summary Report will include the following information:

- A description of the tasks completed during the monitoring event.
- Any discrepancies and/or changes that were required due to health and safety, damage, or accessibility issues.
- A synopsis of any relevant findings.
- Trigger mechanism and environmental compliance results will be presented to the City in table format for review and to facilitate any required discussions.

6.12 Annual Monitoring Reports

The AMR for each WDS will be prepared in accordance with each sites ECA/C of A as well as the MECP document, *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document*, November 2010.

As per the RFP provided by the City, Monitoring Reports will be completed annually. Further details relating to Project timelines are included in **Section 7.0**.

The AMRs will be submitted in accordance with the new reporting guideline issued in 2014 to comply with the MECP requirements to facilitate timely responses to requests for changes to monitoring and reporting.

The AMRs provided by Wills to the City will be completed by an appropriate CEP. This requirement, in addition to the requirement for the completion of the document titled *Appendix D: Monitoring and Screening Checklist*, is to be included as part of the AMR submission in accordance with the MECP Technical Guidance Manual as updated in 2014 and required to be implemented as of January 2015.

The Monitoring and Screening Checklist found in Appendix D of the MECP document *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document* provides an overview of the findings of the AMR. The Monitoring and Screening Checklist will be included with each AMR aiding in the review process. The Monitoring and Screening Checklist and final version of the AMR are both signed and stamped by a CEP.

The AMRs will include the following information:

- A Development and Operations Section (New Liskeard WDS).
 - Wills expects that documentation summarizing accepted volumes of waste and recycling diversion volumes at the New Liskeard WDS will be provided for review and documentation in the AMRs.
 - At least one figure detailing the results of the WDS Capacity Survey with contour intervals presented at 0.5 m intervals. Survey data will be provided in a raw data format compatible with Autodesk products and/or ArcGIS. Capacity calculations and life expectancy will be detailed in the text of the AMR.

- The AMRs will document the WDS history and detail the timeline of events and significant changes.
- Description of applicable geological and hydrogeological conditions at each WDS.
- A description of all work performed at the WDS, including methodologies used.
- Lists of dedicated sampling equipment (tubing and foot valves) replaced during the routine monitoring events during the year.
- Summary of sampling protocols in relation to applicable guidance documents, including QA/QC procedures. Any limitations or issues that arise during sampling will be provided, including access issues, damaged monitoring stations, and anything that may have impacted sample reliability and accuracy.
- Data evaluation of the results compared to the applicable criteria including MECP B7 Reasonable Use Criteria (RUC).
- Data analysis for groundwater and surface water including discussions and recommendations to remain in compliance with the ECA/C of A and trigger mechanisms.
- Discussion of applicable information relating to the effectiveness of the CAZ.
- A summary of all analytical results in tabular format comparing the results to the appropriate criteria – Ontario Drinking Water Quality Standards (ODWQS) and the Provincial Water Quality Objectives (PWQO), Canadian Water Quality Guidelines (CWQG), and all trigger mechanisms.
- Time concentration graphs for leachate indicator parameters.
- WDS location plans.
- Photographs and maps of the WDS showing relative groundwater and surface water features, water table contours, groundwater elevations and flow direction, monitoring locations, and other WDS features.
- Final conclusions and recommendations, specifically relating to the Environmental Monitoring Program and the Operational Developments (if required) of the WDS.

Draft AMRs will be submitted to the City as detailed in **Table 2**, in accordance with the site-specific requirements . AMRs will be finalized once comments have been received from the City and resubmitted as a Final copy to the City no later than March 15 (Haileybury WDS) and June 31 (New Liskeard WDS) of the following year. As detailed in the RFP, AMRs may be submitted to the MECP on behalf of the City with authorization provided by City Staff.

6.13 New Liskeard Waste Disposal Site - Monitor Well and Gas Probe Installation

As part of the RFP and detailed in the New Liskeard Monitoring Program, the installation of six monitor wells, potential repair of one monitor well, and two gas probe installations

are required to facilitate the implementation of the updated Environmental Monitoring Program at the WDS. The locations are as follows:

- OW-26-II – shallow bedrock monitor well.
- OW-32-1 and OW32-11 – one overburden and one deep bedrock monitor well.
- OW-16-IV – one deep bedrock monitor well.
- OW-23-III – one deep bedrock monitor well.
- OW-11-II – potential repairs required.
- GP-01 – gas probe installation.
- GP-02 – gas probe installation.

It should be noted that an additional monitor well is included in the Monitoring Program, however, this monitor well is to be installed following completion of Cell 2 of the WDS Development Plan and can be addressed at that time. The monitor well and gas probe installation requirements are as follows:

- The supervision of the monitor well and gas probe installations will be completed by Wills staff, including the coordination of public and private locates to identify any potential underground infrastructure prior to drilling.
- Landcore Drilling will advance the boreholes and complete the installation of the monitor wells and gas probes to the proposed depths and at the selected locations as detailed in New Liskeard Monitoring Program document prepared by Wood and approved by the MECP.
- Wills staff will ensure that monitor wells are installed to facilitate groundwater characterization and gas probes are advanced to an appropriate depth to facilitate accurate characterization of landfill gas migration. Upon completion of the installations, appropriate documentation will be completed, including the submission of Well Records to the MECP as per Ontario Regulation 903, as amended.
- If any required alterations to the proposed monitor well and/or gas probe locations and/or depths are discovered through the installation process due to subsurface conditions, the City will be notified immediately.
- Wills will prepare a Technical Memo following the completion of the monitor well and gas probe installations, including borehole logs that detail the encountered stratigraphy and installation details.

7.0 Project Schedule

Wills is committed to meeting the scheduling expectations of the City. Based on an assumed award/start date of mid March 2024, we have prepared a detailed Project Schedule that outlines the Work Breakdown Structure and the important milestone dates. The proposed schedule will be maintained and updated as required throughout the Project. The Project Schedule is included in **Table 1** through **Table 4**.

Table 1– Project Schedule Start-Up Meeting and Annual Pre-Monitoring Meeting

Project Start-Up Meeting	Annual Pre-Monitoring Meeting
March 2024*	Annually in April 2025 – 2028

*Subject to award date of RFP

Table 2– Project Schedule Monitoring Field Program

WDS	Annual Environmental and Operational Monitoring			Topographic Survey
	Spring	Summer	Fall	
New Liskeard	May* 2024 – 2028	July* 2024-2028	October* 2024 – 2028	October* 2024 – 2028
Haileybury	May* 2024– 2028	July* 2024-2028	October* 2024 – 2028	Not applicable

*The City will be notified at least one week prior to each monitoring event. Monitoring events will occur between the 1st and 15th day of the identified month.

Table 3– Project Schedule Annual Reporting

WDS	Field Monitoring Summary Report	AMR Submission to City		AMR Submission to MECP
		Draft	Final	
New Liskeard	June 15*, August 15*, November 15* 2024-2028	May 31 2025-2029	June 31 2025-2029	July 31, 2025-2029
Haileybury	June 15*, August 15*, November 15* 2024-2028	February 15 2025-2029	March 15 2024-2028	March 31, 2025-2029

* Laboratory turnaround times vary between 5 to 10 business days from receipt of samples. Please note: during landfill monitoring seasons (spring, summer, and fall), laboratories often take a bit longer to return analytical results and a turnaround time of 15 days may be anticipated. Wills anticipates the provided Project Schedule is appropriate, as it accounts for potential laboratory delays.

Table 4 – Monitor Well and Gas Probe Installation Program

WDS	Task	Start Date	Completion Date
New Liskeard WDS	Public and Private Locate Requests	April 1, 2024	April 10, 2024
	Drilling Program including Monitor Well and Gas Probe Installation	April 15, 2024	April 20, 2024
	Technical Memo including borehole logs submission	May 10, 2024	

The project schedule will be reviewed annually with City staff and written approval will be obtained prior to making any changes. Wills' Project Manager will use the project

schedule to monitor and track project activities, project completion dates for deliverables, identify modifications to the schedule, and develop corrective actions.

Wills is prepared to meet all expected milestone dates, as identified in the RFP.

8.0 Project Budget

Wills has established our professional fees for the services to be provided as per our proposed work program. The detailed cost estimate for the Monitoring Programs is provided in **Table 5**. The cost estimate for the monitor well and gas probe installation program is provided in **Table 6**. The fee schedule shows all rates and prices in Canadian funds and itemizes HST separately. The hourly rates for Wills' staff are provided in **Table 7**.

Table 5– Cost Estimate Annual Monitoring and Reporting

WDS	2024	2025	2026	2027	2028	Total (2024-2028)
New Liskeard WDS						
Professional Fees	\$ 14,150.00	\$ 12,770.00	\$ 12,770.00	\$ 12,770.00	\$ 12,770.00	\$ 65,230.00
Laboratory Fees	\$ 20,265.00	\$ 20,265.00	\$ 20,265.00	\$ 20,265.00	\$ 20,265.00	\$ 101,325.00
Disbursements (travel, accommodation, meals, equipment maintenance/minor repair)	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 16,800.00
Total	\$ 37,775.00	\$ 36,395.00	\$ 36,395.00	\$ 36,395.00	\$ 36,395.00	\$ 183,355.00
Haileybury WDS						
Professional Fees	\$ 8,800.00	\$ 7,610.00	\$ 7,610.00	\$ 7,610.00	\$ 7,610.00	\$ 39,240.00
Laboratory Fees	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 36,225.00
Disbursements (travel, accommodation, meals, equipment maintenance/minor repair)	\$ 2090.00	\$ 2040.00	\$ 2040.00	\$ 2 040.00	\$ 2 040.00	\$ 10,250.00

Total	\$ 18,135.00	\$ 16,895.00	\$ 16, 895.00	\$ 16, 895.00	\$ 16, 895.00	\$ 85,715.00
SUB TOTAL	\$ 55,910.00	\$ 53,290.00	\$ 53,290.00	\$ 53,290.00	\$ 53,290.00	\$ 269,070.00
HST (13%)	\$ 7,268.30	\$ 6,927.70	\$ 6,927.70	\$ 6,927.70	\$ 6,927.70	\$ 34,979.10
TOTAL (incl. HST)	\$ 63,178.30	\$ 60,217.70	\$ 60,217.70	\$ 60,217.70	\$ 60,217.70	\$ 304,049.10

The above annual cost estimates include:

- Project management and client liaison.
- Field staff hours.
- Equipment maintenance.
- Annual topographic survey – New Liskeard WDS.
- Travel, accommodation, meals.
- Laboratory fees.
- Annual disbursements for minor equipment replacement (Waterra tubing, foot valves, well locks).
- Field Monitoring Summary Report preparation and senior review.
- AMR Preparation and senior review (including one round of updates based on City comments).

Table 6– Cost Estimate Monitor Well and Gas Probe Installation

New Liskeard WDS Monitor Well Installation	Fee
Project Management and Client Liaison	\$ 520.00
Private Locate Package – Cablewave Utilities	\$ 1,270.00
Drilling Contractor	\$ 28,755.00
Water Truck Contractor	\$ 1,575.00
Wills Fees	\$ 5,225.00
Technical Memo including borehole logs	\$ 1,030.00
Expenses	\$ 1,530.00
SUB TOTAL	\$ 39,905.00
HST (13%)	\$ 5,187.65
TOTAL (Incl. HST)	\$ 45,092.65

Table 7– Summary of Wills' Unit Rates for Professional Services

Wills Team Member Role	Hourly Rate
Administration	\$ 75.00
QA/QC Coordinator (Department Manager)	\$ 225.00
Project Environmental Technologist	\$ 110.00
Field Environmental Technologist	\$ 80.00
Project Manager	\$ 185.00
Environmental Engineer	\$ 125.00
Surveyor	\$ 125.00
Senior Advisor	\$ 225.00

* Rate for Travel Expenses: \$0.57 per kilometre.

Please note, the fees associated with the Monitoring Programs are based on Wills' current rate table and shall remain at these rates for the duration of the proposed project timeline.

9.0 Contracts and Agreements

The following Insurance provisions will be provided to the City within 10 days of notification of acceptance and prior to the commencement of work:

- **Commercial General Liability** – with coverage limits of no less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use.
- **Automobile Liability Insurance (If Applicable)** – with coverage limits of no less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, in respect to licensed vehicles owned or leased by Wills. The policy shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.
- **Workplace Safety and Insurance Board (WSIB)** - Wills confirms that upon contract award and prior to contract signing, it will provide a valid WSIB Certificate of good standing to the satisfaction of the City with validity updates as required.

All insurance policies referenced shall be maintained in good standing throughout the duration of the Agreement and will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry.

9.1 Accessible Customer Service Training

Pursuant to Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Wills ensures that all employees have received the training regarding the provision of goods and services provided to people with disabilities. All deliverables will meet AODA requirements.

10.0 Limitations and Assumptions

During the preparation of this proposal in response to the RFP published by the City, multiple limitations and assumptions have been identified that should be considered by the City. Limitations and assumptions identified pertaining to this RFP include, but are not limited to, the following:

- A requirement to conduct an annual topographical survey at the New Liskeard WDS. As such, existing elevation data in AutoCAD format is requested upon award of contract to assist with capacity and remaining life calculations.
- To properly assess trends for analytical data at groundwater and surface water stations, Wills assumes that at least three years of past monitoring data will be provided in MS Excel format for each WDS.

- In addition to the required one week notice for monitoring work, Wills requests that unhindered access be provided to each WDS. This may include providing a key for each WDS, which will allow for scheduling flexibility and expediting sampling.
- Wills has assumed that monitor well locations will be purged of three well bore volumes (as calculated using water levels and well depths), or until the well goes dry. We have assumed that after purging, the wells will recover that day and be ready for sampling.
- Pricing provided by Wills was based on the assumption that repairs to any groundwater monitor wells will be minor in nature. Additional costs may be incurred, with City prior approval, if major repairs or re-drilling of monitor wells is deemed necessary.
- Wills has assumed that 10% of the dedicated sampling equipment will require replacement over the course of the Contract. Repairs will be completed during routine monitoring events. A summary of replaced equipment will be provided in each AMR.
- Wills assumes that monitor wells and gas probes to be installed at the New Liskeard WDS are located in areas that are easily accessible for a track-mounted drill rig. Any restrictions to unencumbered access including trees or other obstacles will be the responsibility of the City to remedy.

11.0 D.M. Wills Associates Limited

D.M. Wills Associates Limited (Wills) is a privately owned, Canadian, multi-disciplinary consulting firm providing **Engineering, Environmental and Land-Use Planning Services**.

With offices in Peterborough and Bancroft, our team includes:

- Professional Engineers and Geoscientists
- Environmental Specialists
- Technologists and Technicians
- Registered Planners and Land Use Planners
- Construction Administrators
- Finance and Administrative Support Staff

Wills provides professional consulting engineering, environmental and land use planning services to public and private sector clients throughout Ontario and employs reliable, responsible and accountable business practices to ensure the highest level of customer satisfaction. Our ultimate goal is to be your preferred partner.

Local knowledge, sound technical resources and the dedication to quality enable Wills to offer reliable and cost-effective consulting solutions. We pride ourselves on

communicating effectively with our clients and offering the best quality professional service.

Wills provides comprehensive services in the fields of municipal, water resources, transportation and structural engineering. Wills further provides a full suite of Environmental and Land-Use Planning Services, as well as contract administration and Project management services to deliver Projects from conception to completion. Wills has been providing services to our valued clients for over 30 years.

12.0 Closing

Thank you for the opportunity to submit this Proposal for Professional Engineering Services. We believe that our proposal meets the requirements of the City and provides excellent value for the quoted fees. Our team has the necessary experience and knowledge to see this Project through to successful completion. It is our hope that ours will be the preferred team to carry out this Project. If additional information or clarification is required, we would be happy to meet with you to discuss the Project.

Appendix A

City of Timiskaming RFP #PW-RFP-002-2024 Forms



City of Temiskaming Shores
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, D.M. Wills Associates Limited
(Registered Company Name/Individuals Name)

Of, 150 Jameson Drive, Peterborough, ON, K9J 0B9
(Registered Address and Postal Code)

Phone Number: 705-742-2297 - Ext. 224 Email: mlord@dmwills.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):

Monitoring Report	HLby Landfill	NL Landfill	Upset Limit
2024	\$ 18,135.00	\$37,775.00	\$ 55,910.00
2025	\$ 16,895.00	\$36,395.00	\$ 53,290.00
2026	\$ 16, 895.00	\$36,395.00	\$ 53,290.00
2027	\$ 16, 895.00	\$ 36,395.00	\$ 53,290.00
2028	\$ 16, 895.00	\$ 36,395.00	\$ 53,290.00
Totals	\$ 85,715.00	\$ 183,355.00	\$269,070.00
5 Year Agreement Total			\$269,070.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _1 and 2_ in preparing my/our proposal.

Bidder's Authorized Official: Michael J. Lord, B.A. Dipl. ET

Title: Vice President

Signature: 

Date: February 14, 2024

Form 1 to be submitted.

City of Temiskaming Shores
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
Non-Collusion Affidavit

I/ We **D.M. Wills Associates Limited** 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: Peterborough this 14 day of February, 2024.

Bidder's Authorized Official: Michael J. Lord, B.A. Dipl. ET

Title: Vice President

Signature:  _____

Date: February 14, 2024

Form 2 to be submitted.

City of Temiskaming Shores
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
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: Peterborough this 14 day of February, 2024.

Signature:



Bidder's Authorized Official:

Michael J. Lord, B.A. Dipl. ET

Title:

Vice President

Company Name:

D.M. Wills Associates Limited

Form 3 to be submitted.

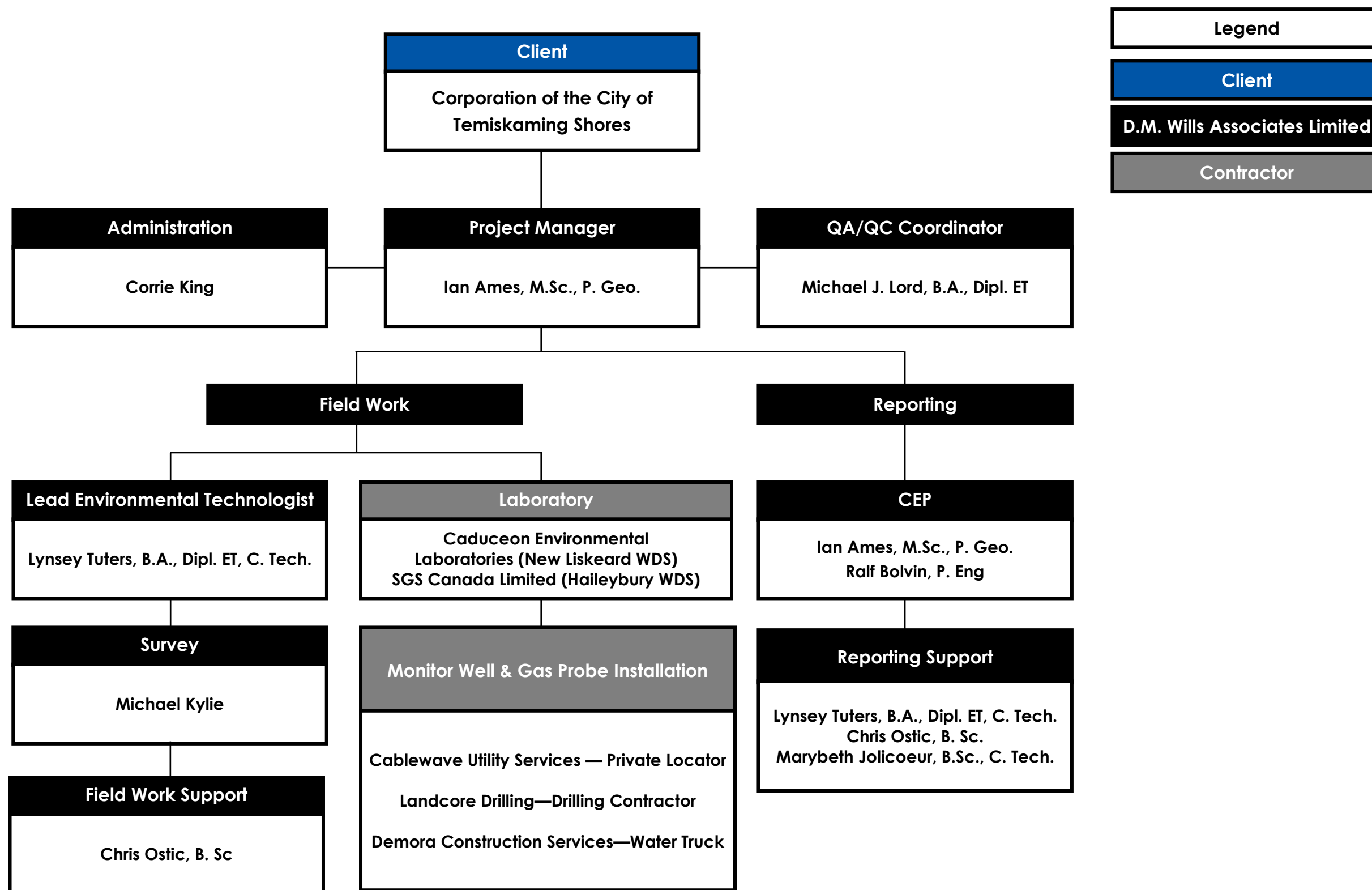
Appendix B

Project Team Curricula Vitae and Organization Chart





Project Team Organization Chart
The Corporation of the City of Temiskaming Shores
Eng. Services — New Liskeard and Haileybury Waste Disposal Sites
RFP # PW-RFP-002-2024



TO:

DATE:

**Whom it May Concern,
O/B Lynsey Tuters
D.M. Wills Associates Limited**

January 25 2024

Confirmation of Private Utility Locates at New Liskeard Waste Disposal Site:

We are pleased to confirm that Cablewave Utility Services will be undertaking private utility locates at the New Liskeard Waste Disposal Site, situated at 704165 Rockley Road, New Liskeard, Ontario, scheduled in the month of April 2024. This service is being facilitated on behalf of D.M. Wills Associates Limited.

We have tentatively scheduled the completion of this work for April 4, 2024. However, we will follow up in Mid-March to confirm the exact drilling date. Cablewave Utility Services is dedicated to ensuring the timely execution of this project once the scheduling details are finalized.

Thank you for entrusting us with this important task. Should you have any further inquiries or require additional information, please do not hesitate to contact us.

Best Regards,



Anthony McRae

Owner

Cablewave Utility Services Inc.

Appendix D

Environmental Monitoring Programs



Monitoring Program - 7579			
Haileybury Waste Disposal Site			
Parameter	Frequency	Medium	Locations
pH, Electrical Conductivity, Total Dissolved Solids Nitrate as N, Nitrite as N, Ammonia as N, Total Kjeldahl Nitrogen, Organic Nitrogen, Dissolved Organic Carbon, Phosphate as P, Phenols, BOD5, Chemical Oxygen Demand Fluoride, Chloride, Sulphate, Alkalinity, Total Hardness, Dissolved Metals (Al, As, Ba, Be, Bi, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, S, Th, Sn, Ti, U, V, Zn) <i>Field Parameters: Static Water Level, Temp, pH, Total Dissolved Solids, Electrical Conductivity</i> QA/QC - Duplicate Sample	Three times annually (Spring, Summer, Fall)	Groundwater 15 sample sets	TW-4
			TW-5
			TW-6
			TW-7
			TW-8
			TW-9
			TW-10
			TW-11
			TW-12
			TW-13
			TW-14
			TW-15
			TW-16
			TW-17
One Duplicate			
pH, Electrical Conductivity, Total Dissolved Solids, Total Suspended Solids, Turbidity Nitrate as N, Nitrite as N, Total Kjeldahl Nitrogen, Ammonia as N, Dissolved Organic Carbon, Phenols, Chemical Oxygen Demand, BOD5, Dissolved Oxygen (DO) Total Phosphorous (TP) Chloride, Sulphate, Alkalinity, Total Hardness Dissolved Metals (Al, As, Ba, Be, Bi, B, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, S, Th, Sn, Ti, U, V, Zn) <i>Field Parameters: Temp, pH, Electrical Conductivity, Total Dissolved Solids, Dissolved Oxygen</i> QA/QC - Duplicate Sample	Twice Annually (Spring and Fall)	Surface Water 4 sample sets	SW3
			SW4
			SW5
			One Duplicate

Monitoring Program - 7579				
New Liskeard Waste Disposal Site				
Parameter	Frequency	Medium	Locations	
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, Nitrite, pH, Total Phosphorus, Sulphate, Total Dissolved Solids, Total Kjeldahl Nitrogen, Phenol, BOD5, COD, TSS (Leachate only), Aluminum, Arsenic, Barium, Beryllium, Bisuth, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Magnesium, Potassium, Sodium, Zinc, Mercury, VOCs (Benzene, 1,4 Bichlorobenzene, Dichloromethane, Toluene, Vinyl Chloride) <i>Column 1, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i> QA/QA - duplicate samples, one trip blank for VOCs	Once Annually (Summer)	Groundwater	OW-1R-1 OW-1R-111 OW-2R-1 OW-10-1 OW-10-11 OW-10-111 OW-11-1 OW-11-11 OW-12-1 OW-12-11 OW-13-1 OW-13-11 OW-14-1 OW-14-11 OW-16-1 OW-16-11 OW-16-111 OW-16-1V OW-17-1 OW-17-11 OW-17-111 OW-20-1 OW-20-11 OW-21-1 OW-22-1 OW-23-1 OW-23-11 OW-23-111 OW-24-1 OW-24-11 OW-24-111 OW-25-1 OW-25-11 OW-25-111 OW26-14 OW26-11 OW-27-14 OW-28-14 OW-30-1 OW-30-11 OW-30-111 OW-31-1 OW-31-11 OW-32-1 OW-32-11 Three Duplicates	
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, pH, Sulphate, Total Dissolved Solids, BOD5, Chemical Oxygen Demand, Total Suspended Solids, Barium, Boron, Calcium, Iron, Magnesium, Sodium <i>Column 2, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i> QA/QC - duplicate samples	Twice Annually (Spring, Fall)			
Static Water Levels Only	Three Times Annually (Spring, Summer, Fall)			
			OW-1R-11 OW-18	
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, Nitrite, pH, Total Phosphorus, Sulphate, Total Dissolved Solids, Total Kjeldahl Nitrogen, Phenol, BOD5, COD, TSS (Leachate only), Aluminum, Arsenic, Barium, Beryllium, Bisuth, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Magnesium, Potassium, Sodium, Zinc, Mercury, VOCs (Benzene, 1,4 Bichlorobenzene, Dichloromethane, Toluene, Vinyl Chloride) <i>Column 1, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i>	Once Annually (spring)		Residential Wells	WS-7 WS-8 WS-9 WS-13 WS-14 WS-15 WS-16
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, pH, Sulphate, Total Dissolved Solids, BOD5, Chemical Oxygen Demand, Total Suspended Solids, Barium, Boron, Calcium, Iron, Magnesium, Sodium <i>Column 2, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i>	Once Annually (Fall)			
Alkalinity, Ammonia, Biochemical Oxygen Demand, Chemical Oxygen Demand, Chloride, Conductivity, Nitrate, Nitrite, pH, Phenol, Sulphate, Total Dissolved Solids, Total Kjeldahl Nitrogen, Total Phosphorus, Total Suspended Solids, Arsenic, Barium, Boron, Cadmium, Chormium, Copper, Iron, Lead, Mercury, Zinc <i>Column 3, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Total Dissolved Solids, Dissolved Oxygen, Flow Measurements</i>	Three times annually (spring, summer, fall)		Surface Water	SW2 SW3 SW4 SW5 SW6 SW7 SW8 SW9 Perimeter Ditch Seepage Pond One Duplicate
Landfill Gas Monitoring - Lower Explosive Limit Methane, Oxygen, Carbon Dioxide, Balance	Three times annually (Spring, Summer, Fall)		Landfill Gas	OW-18 GP-01 GP-02

The Corporation of the City of Temiskaming Shores

By-law No. 2024-024

**Being a by-law to enter into an agreement with Miller Paving
Limited for the 2024 Roadway Rehabilitation Program**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-009-2024 at the March 5, 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 2024 Roadway Rehabilitation Program in the amount of \$378,946.30 plus applicable taxes, for consideration at the March 19, 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 Miller Paving Limited for 2024 Roadway Rehabilitation Program, in the amount of \$378,946.30 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-024

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

Roadway Rehabilitation Services within the City of Temiskaming Shores

This agreement made this 19th day of March, 2024.

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 Contact Documents:
 - i. Request for Tender No. PW-RFT-006-2024 - Roadway Rehabilitation;
 - ii. Summary of Program Costs attached hereto as Appendix 01;
 - iii. Miller Paving Limited submission in response to PW-RFT-006-2024, attached hereto as 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 **November 29, 2024.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the upset amount of three-hundred and seventy-eight thousand, nine-hundred and forty-six dollars and thirty cents (\$378,946.30) 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 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
704024 Rockley Road
New Liskeard, Ontario P0J 1P0

The Owner:

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

The 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

Britt Herd - Senior Manager, Estimating & Contracts

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to

By-law No. 2024-024

2024 Roadway Rehabilitation Program

2024 Roadway Rehabilitation Program

Golding Street from Whitewood Ave to Broadwood - \$107,527.60

1. Pulverize existing surfaces.
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Place 50mm Hot Mix Asphalt at a width equal to the existing paved surface.
5. Adjust Driveways

Wellington Street South from Whitewood Avenue to Cedar Ave - \$108,281.20

1. Pulverize or Mill (If feasible) remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Confirm Water Drainage
5. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Market Street from Broadwood Street to Paget Ave – \$133,137.50

1. Pulverize remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Confirm Swales
5. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
6. Adjust Driveways, if required.

Surface Treatment Program – \$30,000.00

1. Repair existing Surface Treat Surfaces
2. Apply single or Double lifts where required.

Approved 2024 Roads Program Allocation	\$ 385,000.00
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Estimated cost for above noted work (with Non Ref.)	\$ 385,615.76
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Available Funds (Budget less Estimated)	\$ -615.76
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Appendix 02 to
Schedule "A" to
By-law No. 2024-024
Form of Agreement

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

Form of Tender

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.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Final payment will be made for actual quantities constructed and in accordance with the specifications.

Part A – Road Rehabilitation and Resurfacing

ITEM	SPEC	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Section 1		Golding Street from Whitewood to Broadwood			
A.1.1	330	Pulverize, Stabilize and Grade	2,184 m2	\$5.40	\$11,793.60
A.1.2	300	Granular "A" – 50mm	200 t	\$33.10	\$6,620.00
A.1.3	310	HMA – 50mm – Superpave 12.5	2,184 m2	\$33.50	\$73,164.00
A.1.4	310,300	Hard Surface Driveway Restoration	100 m2	\$67.25	\$6,725.00
A.1.5	408	MH, CB adjustments (Includes risers, materials and labour)	9 ea.	\$1,025.00	\$9,225.00
			A.1.0 Golding SUBTOTAL		\$107,527.60
Section 2		Amwell Street from Rorke to Georgina			Type text here
A.2.1	330	Pulverize, Stabilize and Grade	1,368 m2	\$5.40	\$7,387.20
A.2.2	300	Granular "A"	100 t	\$33.10	\$3,310.00
A.2.3	310	HMA – 50mm – Superpave 12.5	1,368 m2	\$33.50	\$45,828.00
A.2.4		Driveway Ramps	12 ea.	\$750.00	\$9,000.00

A.2.5	408	MH, CB adjustments (Includes risers, materials and labour)	4 ea.	\$1,025.00	\$4,100.00
			A.2.0 Amwell SUBTOTAL		\$69,625.20
Section 3		Wellington Street from Whitewood to Cedar			
A.3.1	330	Pulverize, Stabilize and Grade	2,508 m2	\$5.40	\$13,543.20
A.3.2	300	Granular "A"	200 t	\$33.10	\$6,620.00
A.3.3	310	HMA – 50mm – Superpave 12.5	2,508 m2	\$33.50	\$84,018.00
A.3.4		Fire Hall Sidewalk and Entrance	PW Operations	-	-
A.3.5	408	MH, CB adjustments (Includes risers, materials and labour)	4 ea.	\$1,025.00	\$4,100.00
		*Check Grade on this section! Water must Flow correctly!	N/A	-	-
			A.3.0 Wellington SUBTOTAL		\$108,281.20
Section 4		Market Street from Broadwood to Paget			
A.4.1	330	Pulverize, Stabilize and Grade	3,000 m2	\$5.40	\$16,200.00
A.4.2	300	Granular "A"	125 t	\$33.10	\$4,137.50
A.4.3	310	HMA – 50mm – Superpave 12.5	3,000 m2	\$33.50	\$100,500.00
		*Asphalt Swale south side	N/A	-	-
A.4.5	408	MH, CB adjustments (Includes risers, materials, and labour)	12 ea.	\$1,025.00	\$12,300.00
			A.4.0 Market SUBTOTAL		\$133,137.50

Section 5		Wilson Avenue between Hwy 65 and Grant (Plus Walking Path)			
A.5.1	330	Pulverize, Stabilize and Grade	2,800 m2	\$5.40	\$15,120.00
A.5.2	300	Granular "A"	150 t	\$33.10	\$4,965.00
A.5.3	310	HMA – 50mm – Superpave 12.5 *includes widening for Active Path to Transit Stop	2,800 m2	\$33.50	\$93,800.00
A.5.4	310,300	Hard Surface Driveway Restoration – 50mm SP12.5	200 m2	\$67.25	\$13,450.00
			A.5.0 Wilson SUBTOTAL		\$127,335.00
*Based on estimated quantities			PART A SUBTOTAL		\$545,906.50

Part B – Provisional Items

ITEM	SPEC	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Section 1		Provisional Items			
C.1.1	331	Full Depth Asphalt Removal	1,000 m2	\$12.00	\$12,000.00
C.1.2	310	50mm Milling	1,000 m2	\$22.50	\$22,500.00
C.1.3		Tack Coat & Geotextile	1,000 m2	\$4.95	\$4,950.00
C.1.4		Placement of Millings	1,000 m2	\$7.25	\$7,250.00
C.1.5	304	Single Lift Surface Treatment	1,000 m2	\$5.45	\$5,450.00
C.1.6	304	Double Lift Surface Treatment	1,000 m2	\$10.90	\$10,900.00
C.1.7		Sub-Excavate, Remove & Dispose of Unsuitable Subgrade Material (Roads)	700 m3	\$26.50	\$18,550.00
C.1.8	300	Granular A – Supply and Compact into place any Excavation as fill	800 t	\$33.10	\$26,480.00

C.1.9	300	Granular B Type 2 – Supply and Place	250 t	\$38.00	\$9,500.00
C.1.10		Slurry Sealing	1,000 m2	\$9.50	\$9,500.00
*Based on estimated quantities to determine Unit Prices applied to Agreement			PART B SUBTOTAL		\$127,080.00

Summary Table

Bid Form	Amount
Part A – Road Rehabilitation and Resurfacing Subtotal	\$ 545,906.50
Part B – Provisional Items Subtotal	\$ 127,080.00
Subtotal for Part A (Not including Tax)	\$ 545,906.50
Subtotal for all Parts A, B (Not Including Tax)	\$ 672,986.50

I/We Miller Paving Limited offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within _____ calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 28 day of February 2024

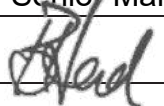
Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address 704024 Rockley Road	Title Senior Manager, Estimating and Contracts
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Email britt.herd@millergroup.ca

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: February 28, 2024
Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation 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 28th day of February, 2024.

Signed:



Title:

Britt Herd, Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation 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 28th day of February, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 3 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

**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 4 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

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
Own Forces		

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 28th day of February, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 5 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2024-025

Being a by-law to amend By-law No. 2015-128 as amended, to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse – Free Tipping Fee Voucher Program

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

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

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

Whereas Council adopted By-law No. 2015-128 being a by-law to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse on June 16, 2015; and

Whereas Council considered Administrative Report No. PW-010-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2015-128 as amended, to cancel the Landfill Amnesty Program, and introduce a Free Tipping Fee Voucher Program, for consideration at the March 19, 2024 Regular Council meeting.

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

1. That Council hereby amends Schedule "A" to By-law No. 2015-128 as amended, by deleting Section 3.3.5 Amnesty Program, and renumbering all subsequent subsections accordingly.
2. That Council hereby amends Schedule "A" to By-law No. 2015-128 as amended, by deleting Appendix 02 – Organic Materials, Yard Waste & Amnesty Program, and replacing it with Appendix 02 – Organic Materials, Yard Waste & Free Tipping Fee Voucher Program, a copy of which is attached hereto and forming part of this by-law.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

Organic Materials

In this By-law "*organic materials*" includes materials that will breakdown naturally and turn into compost such as:

- a) food scraps;
- b) diapers;
- c) animal waste
- d) soiled paper food containers; and
- e) any other materials or products designated by the *Director of Public Works* to be *organic materials*.

Yard Waste

In this By-law, *yard waste* means:

- a) leaves;
- b) grass clippings;
- c) trees (excluding root balls);
- d) garden roots and cuttings;
- e) hedge and shrub trimmings;
- f) brush cuttings;
- g) twigs and branches;
- h) natural *Christmas Trees*, decorations removed;
- i) any other item determined by the *Director of Public Works* from time-to-time to be *yard waste*.

Free Tipping Fee Voucher Program

In this By-law "free tipping fee voucher program" means a program that permits residents to drop of *waste* at the *landfill site*, at no charge, with the use of a voucher.

The free tipping fee voucher program shall have the following restrictions/conditions applied:

- a) Applicable to residents of the *City of Temiskaming Shores* and is **not** applicable to *ICI* establishments;
- b) Each resident is entitled to 2 free vouchers on an annual basis;
- c) Each voucher is valid for 2 cubic yards (equivalent to one ½ ton truckload) of waste in where no tipping fees will be applied. For all loads that exceed this amount, the appropriate tipping fee will apply;
- d) Tipping fees remain applicable for *prohibited waste*;
- e) Surcharge fee remains applicable for *White Goods* containing freon gas or ozone depleting substances;
- f) Vouchers are to be picked up at City Hall located at 325 Farr Drive in Haileybury;
- g) Residents are to supply a copy of their tax bill or letter of authorization from the taxpayer/landlord to obtain the vouchers.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-026

**Being a by-law to amend By-law No. 2023-113 to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores – Amendment No. 1:
Addition of six municipal buildings**

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

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

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

Whereas Council adopted By-law No. 2023-113 at the October 17, 2023 Regular Council meeting, to enter into a funding agreement with the Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) in the upset amount of \$160,000, to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores; and

Whereas Council considered Memo No. 006-2024-RS at the March 5, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2023-113, being an agreement with Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) for the purpose of establishing a roadmap to net zero emissions, to add six buildings along with the eight buildings initially identified for the study, for consideration at the March 19, 2024 Regular Council meeting.

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

1. That Schedule A to By-law No. 2023-113, be hereby amended by the Amending Agreement, 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-026

**Being a by-law to amend By-law No. 2023-113 to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores – Amendment No. 1:
Addition of six municipal buildings**



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

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Président**

Scott Pearce

Mayor

Township of Gore, QC

Maire

Municipalité du

Canton de Gore (Qc)

**First Vice-President
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Municipality of the

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Town of Vegreville, AB

Conseillère municipale

Ville de Vegreville (Alb.)

**Chief Executive Officer
Cheffe de la direction**

Carole Saab

Ottawa, ON

24, rue Clarence Street
Ottawa, Ontario, K1N 5P3

T. 613-241-5221

fcm.ca

February 20th, 2024

Kristen Harbun

Energy & Climate Change Coordinator

325 Farr Drive, P.O Box 2050, Haleybury, ON, P0J 1K0

RE: Amendment to Grant Agreement for CBR-23-0048- Corporation of the City of Temiskaming Shores –Establishing a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the Town of Temiskaming Shores, Ontario

The Corporation of the City of Temiskaming Shores entered into a grant agreement with the Federation of Canadian Municipalities (“FCM”), dated October 29, 2023, for its study titled Establishing a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the Town of Temiskaming Shores, Ontario(the “Grant Agreement”).

By this amending letter agreement (“Letter Agreement”), FCM and The Corporation of the City of Temiskaming confirm amendments to sections **Schedule C, 1. Project Description and 2. Project Costs** of the grant agreement, effective as of the date of this Letter Agreement.

FCM and the Corporation of City of Temiskaming Shores acknowledge and agree that:

1. Schedule C -1. Project Description of the Grant Agreement is now deleted and replaced with the following (the highlighted wording identifies the change):

The City of Temiskaming Shores will study the technical and financial feasibility of reducing greenhouse gas (GHG) emissions for **fourteen (14)** of its most carbon-intensive buildings, which account for 30% of the city's overall corporate GHG emissions (according to the 2019 GHG inventory). The objective of this project aligns with the city's broader aspiration of achieving net-zero emissions by 2050.

The study will include an in-depth analysis of each building, utilizing energy modelling to pinpoint the best reduction strategies. The study will then examine these strategies under two different scenarios: a minimum performance scenario aiming to achieve a 50% GHG reduction in 10 years, progressing to an 80% reduction in 20 years; and a more aggressive short-term deep retrofit scenario that aims to achieve the same reductions but over a condensed 5-year timeline.

As a small Northern Ontario municipality, the study will help improve the city’s knowledge of decarbonization measures and will set a benchmark for future GHG reduction initiatives. The potential savings from this initiative could be used to de-risk future investments in other decarbonization projects within the city's GHG reduction plan, thus creating a virtuous cycle of continual improvement.

2. Schedule C- 2. Project Costs of the Grant Agreement is now deleted and replaced with the following (the highlighted wording identifies the change):

WORK PLAN AND BUDGET				
Milestones	Cost Category	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
Milestone 1: Project Kick-off	Start date:	01/2024	End date:	02/2024
Kick-off meeting - discussing expectations, goals and scope for this study (Consultant)	(8) Services	\$1,922	\$0	\$1,922
Kick-off meeting - discussing expectations, goals and scope for this study (City Staff)	(9) Staff remuneration	\$0	\$320	\$320
Review minutes from kickoff meeting and summarize in a progress report for records (City Staff)	(9) Staff remuneration	\$0	\$965	\$965
Milestone 1 Subtotal				\$3,207
Milestone 2: Site Investigation (BCA & Energy Assessments)	Start date:	01/2024	End date:	04/2024
Gather building data - Drawings, O&M records, manuals, and previous 12-36 months of utility data (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Review of specific building documents such as drawings, O&M records and manuals (Consultant) (Step 1)	(8) Services	\$19,220	\$0	\$19,220
Utility data analysis - at minimum review the previous 12 - 36 months and benchmark the performance (Consultant) (Step 1)	(8) Services	\$19,220	\$0	\$19,220
Building Site Investigation to assess building condition and fill any gaps in knowledge - City Hall (Consultant) (Step 1)	(8) Services	\$27,439	\$0	\$27,439
Building Site Investigation guide to assist the consultant with their assessment - all buildings (City Staff) (Step 1))	(9) Staff remuneration	\$0	\$1,231	\$1,231
Staff Interviews with critical operational and building management staff (Consultant) (Step 1)	(8) Services	\$12,110	\$0	\$12,110
Staff Interviews with critical operational and building management staff (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$1,130	\$1,130
Review findings from building investigations and offer insights/input where required. Author a progress report describing the process of this milestone including methodology, any assumptions, challenges and barriers (City Staff)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Milestone 2 Subtotal				\$91,544
Milestone 3: Calibrated Modelling of Existing Facilities & Design Workshop	Start date:	05/2024	End date:	06/2024
Development of Energy Models including hourly process loads using industry-standard modelling software (ex. eQuest, EnergyPlus, RETScreen) and consistent with the current revision of ASHRAE 14,also providing a calibration report (Consultant) (Step 2)	(8) Services	\$28,829	\$0	\$28,829

Design Workshop and energy model review with Project Team to address site-specific opportunities, constraints and barriers (Consultant) (Step 3)	(8) Services	\$3,844	\$0	\$3,844
Design Workshop and energy model review with Project Team to address site-specific opportunities, constraints and barriers (City Staff) (Step 3)	(9) Staff remuneration	\$0	\$640	\$640
Review energy models and minutes from design meeting. Provide guidance and assistance to consultant when necessary. Author a progress report summarizing progress towards deliverables, ideas for the final pathways, assumptions made during this milestone and any challenges. (City Staff)	(9) Staff remuneration	\$0	\$9,397	\$9,397
Milestone 3 Subtotal				\$42,710
Milestone 4: Measure-level Analysis & GHG Reduction Scenario Analysis	Start date:	07/2024	End date:	08/2024
Measure-level Analysis - to determine GHG abatement potential, non-energy benefits and capital costs for selected measures while still aligning with the reduction criteria for this study (Consultant) (Step 4)	(8) Services	\$23,064	\$0	\$23,064
Scenario Development - assemble measures into packages for each reduction pathway scenario (Minimum performance, short-term deep retrofit, and business-as-usual) and conduct technical and financial analysis to determine the effectiveness of each package(Consultant) (Step 5)	(8) Services	\$28,829	\$0	\$28,829
Review and evaluate the measures identified in the measure-level analysis and assess the packages assembled in scenario development. Author a progress report outlining the progress to date, any assumptions, challenges and barriers. (City Staff)	(9) Staff remuneration	\$0	\$9,397	\$9,397
Milestone 4 Subtotal				\$61,290
Milestone 5: decision Making Workshop	Start date:	08/2024	End date:	08/2024
Decision-making workshop with project team to review measure- and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report and over what timeline (Consultant) (Step 6)	(8) Services	\$3,844	\$0	\$3,844
Decision-making workshop with project team to review measure- and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report and over what timeline (City Staff) (Step 6)	(9) Staff remuneration	\$0	\$640	\$640
Review and summarize minutes from the decision-making workshop and author a progress report explaining progress towards the deliverables, assumptions, challenges and barriers. (City Staff)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Milestone 5 Subtotal				\$10,080
Milestone 6: Final Report & Presentations	Start date:	09/2024	End date:	11/2024
Submission of a polished report outlining the preferred GHG reduction pathway scenarios, capital plan, alternative measures and facility-level options that were explored. (Consultant) (Step 7)	(8) Services	\$26,907	\$0	\$26,907

Review of all pathways report drafts for content and completeness (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Final Reporting to FCM for the Completion Report to summarize each step of the study (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$760	\$760
Hand-over of all data (calculations, assumptions, excel tables, energy models and other data points) to the City in digital format (Consultant) (Step 7)	(8) Services	\$1,000	\$0	\$1,000
Reporting Final Results (presentations) to City Council, Climate Change Committee, and Relevant Stakeholders (Consultant) (Step 7)	(8) Services	\$3,844	\$0	\$3,844
Reporting Final Results (presentations) to City Council, Climate Change Committee, and Relevant Stakeholders (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$320	\$320
Milestone 6 Subtotal				\$38,427
Subtotal – All Phases (subtotals for eligible and ineligible costs are rounded down to nearest 100th)		\$200,000	\$47,100	\$247,100

Total Eligible Costs	\$200,000
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Unless specifically modified by this Letter Agreement, all other terms and conditions of the Grant Agreement shall remain unamended and in full force.

Capitalized terms not otherwise defined herein have the meanings attributed thereto in the Agreement.

This Letter Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. This Letter Agreement shall be construed in accordance with the laws of province of Ontario and the laws of Canada applicable therein.

This Letter Agreement may be executed in several counterparts and each of which, so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument. A copy of this Letter Agreement executed by any party and transmitted by facsimile shall be binding upon the parties in the same manner as an original executed copy and delivered in person.

Yours truly,

FEDERATION OF CANADIAN MUNICIPALITIES

Per : _____
Catherine Gardner, Director, Client and
Funding Services Green Municipal Fund

Date : _____

I have authority to bind FCM herein.

**JEFF LAFERRIRE,
MAYOR**

Per : _____

Date : _____

*I/We have authority to bind the Corporation of the City of
Temiskaming Shores herein.*

The Corporation of the City of Temiskaming Shores

By-law No. 2024-027

**Being a by-law to authorize the entering into a Lease
Agreement with the Community Choir for the rental of
space at the Lawrence “Bun” Eckensviller Community Hall**

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-004-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, for consideration at the March 19, 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 The Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, 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.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

Schedule “A” to

By-law No. 2024-027

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Community Choir

Lease

Administered by:

The Corporation of the City of Temiskaming Shores

P.O. Box 2050
Haileybury, Ontario

P0J 1K0

This lease made this 19th day of March, 2024.

Between:

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

And:

The Community Choir
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the building known as the Lawrence "Bun" Eckensviller Community Hall (hereinafter called the "Building"), having an entrance off Whitewood Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Lessor hereby demises and leases to the Lessee the north-west office space on the upper level in the Lessor's Building located at 90 Whitewood Avenue, City of Temiskaming Shores, Ontario.

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 20th day of March 2024 and ending on the 31st day of December 2026.

And whereas the parties hereto covenant and agree as follows:

4. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Telephone** - to pay when due the cost of the telephone services supplied to the premises if so required;
- b) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;

- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants during the last month of the term;
- h) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby;

- i) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- j) **Termination by tenant**– Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, they shall be entitled to terminate this lease upon giving 30 days written notice to the Landlord.
- k) **Termination by landlord**–The Landlord shall be entitled to terminate this lease upon giving 30 days written notice to the Tenant.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Notice** – the Tenant must give 30 days notice in writing if they wish to end their tenancy and they must have the property vacated by the final day of their 30 days notice.
- n) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 day's written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

5. Landlord's Covenants

The Landlord covenants with the Tenant:

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;

- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- h) **Notice** – the Landlord can terminate the lease upon giving 30 days written notice; and
- i) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

6. **Provisos**

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may

leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis;
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy;
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon

the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee; and
- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at

P.O. Box 2050, Haileybury, Ontario, P0J 1K0

and in the case of notice to the Tenant, to

P.O. Box 1933, New Liskeard, Ontario, P0J 1P0.

The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken

advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of Page left Blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in)
the presence of)

The Community Choir

Mary Light
Title: _____

Municipal Seal)

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2024-028

**Being a by-law to authorize an agreement with Roger A.
Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the
replacement of the Niven Reservoir Roof**

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-005-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 plus applicable taxes, for consideration at the March 19, 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 Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-028

Agreement between

The Corporation of the City of Temiskaming Shores

And

Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd.

for the replacement of the Niven Reservoir Roof

This agreement made this 19th day of March, 2024.

Between:

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

and

Roger A. Rivard and Son Ltd. O/A Rivard Bros. 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 following Contract Documents:
 - i. Request for Quotation No. RS-RFQ-002-2024, titled Niven Reservoir Roof Replacement; and
 - ii. Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd. submission in response to RS-RFQ-002-2024 (Appendix 01).
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents.
- c) Complete, as certified by the Director of Recreation Services, all the work by **July 19, 2024.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One-Hundred and Twenty-Seven Thousand, Nine-Hundred and Fifty Dollars and Zero Cents (\$127,950.00)** 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 Contractor:

Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd.
Box 1551, 248 Shepherdson 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 Services:

Director of Recreation 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

Patrick Rivard, Owner

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2024-028

Form of Agreement

City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus, and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Lump sum price per scope of work (exclusive of HST)	\$ 124,950 .00
Hydro Disconnect (exclusive of HST)	\$ 3000 .00
Total (exclusive of HST):	\$ 127,950 .00
Estimated Mobilization Date:	June 24/2024
Estimated Completion Date:	July 19, 2024

* may be earlier
if materials are
on site and
no back orders

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 1 in preparing my/our Quotation.

Company Name:

Roger A. Rivard and Son Ltd o/a Rivard Bros Ltd

Mailing Address:

248 Shepherdson Rd, Box 1551, New Liskeard

Postal Code:

P0J 1P0

Telephone:

705-647-5613

Email:

patrick.rivard@firstgeneral.ca

Bidder's Authorized Official:

Patrick Rivard

Title:

Owner

Authorizing Signature:



Date:

Feb 21 / 2024

Contact name (if different
from authorizing official):

Contact's email:

patrick.rivard@firstgeneral.ca

Form 1 to be submitted.

City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement

List of Proposed Sub-Contractors

Name	Address	Component
R+L Gutters / Lucas Jorgens	[REDACTED]	roofing
Jordy Antchian Electric	[REDACTED]	electrical

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 Quotation document.

Dated at: New Liskeard this 21 day of February, 2024.

Signature:



Bidder's Authorized Official:

Patrick Rivard

Title:

Owner

Company Name:

Rivard Bros Ltd

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement**

Non-Collusion Affidavit

I/We Rivard Bros Ltd the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such a bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation, or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension.

Dated at: New Liskeard this 21 day of February, 2024.

Signature:



Bidder's Authorized Official:

Patrick Rivard

Title:

Owner

Company Name:

Rivard Bros Ltd

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement**

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:

In making this Quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.


Dated at: New Liskeard this 21 day of February, 2024.

Signature:

Bidder's Authorized Official:

Title:

Company Name:


Patrick Rivard
Owner
Rivard Bros Ltd

Form 4 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-029

**Being a by-law to authorize an agreement with Temiskaming
Power Sports Inc. for the lease of the New Liskeard Marina,
for the operation of a marina and power sports store**

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-006-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, for consideration at the March 19, 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 Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, 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 19th day of March, 2024.

Mayor

Clerk



**Schedule “A” to
By-law No. 2024-029**

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Temiskaming Power Sports Inc.

for the lease of the New Liskeard Marina

This Lease

Between:

The Corporation of the City of Temiskaming Shores
("The Landlord")

And:

Temiskaming Power Sports Inc.
("The Tenant")

Witnesses that in consideration of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parts 1 and 2, Parcel 22186 S.S.T., and Part Lot 9, Concession 1, Dymond Township, plus Part of Water Lot 3604 N.N.D., as registered in the Registry Office for the District of Timiskaming, as indicated on attached "Appendix 01" to this agreement, commonly known as the "New Liskeard Marina" hereinafter referred to as the "Lands". To hold the Lands for a term **commencing on the 20th day of March, 2024 and ending on the 31st day of December, 2026.** The rent in respect of the Lands shall be the total sum of **\$90,000.00 + HST**, payable in installments as set out in Section 1.1.

It is acknowledged that the Lands include the following: a 1-½ story wood frame structure with metal clad siding, approximately 3,013 sq. ft. downstairs, commonly known as the retail and service center area; 450 sq. ft. upstairs, commonly known as the office; having an entrance off Riverside Drive; all docks fronting on the property, commonly known as the boat slips; one pump-out and one fuel tank with dispenser, and a 1-story storage shed, approximately 1,850 sq. ft.

Section One – Tenant's covenants:

The Tenant covenants with the Landlord as follows;

- 1.1 **To pay rent** – to pay rent. All rent in arrears bears interest at the rate of 1.25% per month (15 percent per annum) for the term of this agreement. Rent shall be payable based on the following schedule:
1. 2024 (8 payments) - \$3,750.00 +HST/month payable on the 1st of each month beginning July 1, 2024.
 2. 2025 (12 payments) - \$2,500.00 +HST/month payable on the 1st of each month.
 3. 2026 (12 payments) - \$2,500.00 +HST/month payable on the 1st of each month.

- 1.2 **Utilities** – to pay all utilities related to the Lands during the term of the Lease except those specifically noted as the responsibility of the Landlord.
- 1.3 **Operations of Marina** – to be wholly responsible for the provision of marina services to the public including but not limited to, rental of boat slips, fuel distribution and pump out services for the period covering May 15th to October 15th. The Tenant shall be responsible for the setting of fees, collection of fees and all aspects of the provision of marina services.
- 1.4 **Hours of Operation** – to operate the facility on a year-round basis. The hours of operation shall follow the Tenant’s proposal attached as Appendix 02, unless consented to in writing by the Landlord:
- 1.5 **Fuel Sales** - to provide fuel to customers during the hours of operation. Obtaining the fuel is the responsibility of the Tenant.
- 1.6 **Sanitary Pump-outs** – to perform sanitary pump-out services of vessels on a request basis. The Tenant may set and collect fees for such service. The Tenant shall not be responsible for general maintenance of the pump-out unit unless damage arises from its own negligence, carelessness or willful acts and those of its employees, agents and officers.
- 1.7 **Washrooms** - the Tenant shall maintain the washroom facilities in a clean and orderly condition and provide the key for the washroom facilities to boaters during hours of operation.
- 1.8 **Compliance with by-laws** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Lands or the Building; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Building or any equipment or other facility used in connection with or appurtenant to the Lands provided that the use of any part of the Lands as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph.
- 1.9 **Maintenance and Repairs** – during the term of the lease, and any extension thereof, to keep the said Lands including the docks and Building, including windows, fixtures and fittings therein, in good repair; damage by fire, lightning, tempest, flood, explosion, act of God or the Queen’s enemies, riot, civil commotion, insurrection, structural defects and other causes not the fault or responsibility of the Tenant or any of its employees only, excepted; and to deliver them upon such condition on the termination of the lease.
- 1.10 **Maintenance of adjacent areas** – during the term of the lease and any extension thereof to keep and maintain the sidewalks, area ways and rights of way adjacent to the buildings clean and free from rubbish, ice and snow. Grass and vegetation within

the blue highlighted areas of the Lands as indicated on the map in Appendix 01 shall be the responsibility of the Tenant to maintain.

- 1.11 **Waste** – not to suffer any waste or injury to the Lands, or any part thereof, and not to use or occupy the Lands, or any part thereof, or permit them to be used or occupied for an unlawful purpose.
- 1.12 **Insurance** – not to use the Lands or permit items to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increase. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$5,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage. The Tenant shall not be responsible for environmental liability relative to the gasoline pumps and tanks situated on the Lands but shall be responsible for environmental liabilities arising from its own negligence, carelessness or willful acts and those of its employees, agents and officers.
- 1.13 **WSIB** – The Tenant agrees to submit to the Landlord, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Tenant and employees are not subject to Workplace Safety Insurance.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Tenant. If in default under the Act or Regulations, the Landlord may withhold payment in an amount sufficient to cover such default or cancel the contract.

- 1.14 **Alterations, new structures** – except as herein provided, not to make or permit to be made any major structural alteration, addition, change or improvement to the Lands without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld provided the Tenant has fully complied with the terms, covenants and conditions of the lease.
- 1.15 **Replacement of damaged building** – in the event that the complete destruction of or damage to the Building, or partial damage to the Building, results in the Tenant's inability to reasonably carry on his business therein the Tenant is permitted to terminate this lease by providing notice to the Landlord within fifteen (15) days of the happening of the damage or destruction. If the Tenant chooses not to terminate the lease within fifteen (15) days from the damage or destruction, the Landlord shall begin the repair or replacement thereof and with due diligence, repair or reconstruct the Building or replace the Building with another building of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the

balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Landlord.

The Landlord shall not be responsible for any loss of profit of the tenant due to the complete destruction, damage or partial damage to the building resulting in the Tenant's inability to reasonably carry on his business therein.

- 1.16 **View state of repair** – to permit the Landlord at all reasonable times to enter and view the state of repair of the Building and the Lands.
- 1.17 **Surrender** – at the expiry of the term, or the extension thereof, or sooner termination, to quit the Lands and the Building and surrender in good order and condition, the Building and other improvements which belong to the Landlord.
- 1.18 **Nuisance** – not to do or permit a nuisance.
- 1.19 **Construction liens** - to procure the prompt discharge, at the Tenant's expense, of all construction liens claimed in respect of the Lands and resulting from construction undertaken by the Tenant and for which the Tenant is responsible.
- 1.20 **New owner** - in the event of the sale of the business located on the Lands, the Tenant shall provide the Landlord thirty (30) days advanced written notice of termination of this agreement. The Landlord shall, in good faith, enter into negotiations with the new prospective tenant with the intent of entering into a lease agreement for the Lands.
- 1.21 **Indemnities** – to indemnify the Landlord against all liabilities, damages, costs, claims, loss or actions arising out of:
 1. a breach, violation or non-performance of a covenant, condition or agreement in this lease on the part of the Tenant to be observed or performed;
 2. damage to the property of the Tenant, or subtenant or licensee of the Tenant and persons claiming through the Tenant, or damage to other property except where the damage has been caused by the negligence of the Landlord; and
 3. injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the Landlord.
- 1.22 **Distress** – subject to the rights of the first leasehold mortgage, all goods, chattels and property of the Tenant, from time to time on the Lands or in the Building, are subject to distress.
- 1.23 **Use of Building** – not to permit the Building to be used for any purpose other than to carry on the business of a service marina; boat, snowmobile, ATV and motor sales and repair facility; a tackle/sporting goods/clothing retail store and a bait store; and not to carry on or permit to be carried on therein any other trade or business without the consent in writing of the Landlord; provided that the Tenant shall be entitled to operate

a small engine repair shop on the site in conjunction with one of the other uses specified herein.

- 1.24 **Name of Building** – not to name the Building or permit it to be named without the consent of the Landlord; such approval shall not be unreasonable withheld.
- 1.25 **Signs** – not to use the outer walls or windows of the Building for any notice or name plate except as approved by the Landlord; such approval shall not be unreasonable withheld.
- 1.26 **Maintain Public Access** – not to restrict public access to the boardwalk and breakwater on the tenant’s leased property except as approved by the Landlord.
- 1.27 **Storage on Leased Lands** – not to store vehicles, boats, snowmobiles or other powered equipment on the Lands unless they are within an enclosed area or are being stored for a duration of less than seven (7) days. Display of boats, snowmobiles, or other powered equipment which is for sale by the Tenant shall be permitted on the Lands.
- 1.28 **Waste Collection** – to provide adequate waste and recycling collection at the facility for use by patrons of the facility. The Tenant shall ensure that all solid waste produced at the Lands be disposed of at a licensed waste facility at the cost of the Tenant.

Section Two – Landlord’s Covenants:

The Landlord covenants with the Tenant as follows:

- 2.1 **Utilities** – to only provide water and sanitary sewer hookups to the building and pay for any associated costs.
- 2.2 **Easements** – that if its consent is required in connection with the granting of easements for water, gas, steam, electricity, telephone and sewers or storm drains, consent will not be unreasonably withheld;
- 2.3 **Lands** – to offer up the Lands at the commencement of the term of this lease and at the commencement of any term of renewal in a state of good repair and to allow the Tenant to examine such Lands to confirm such state of repair at the commencement of this term and any renewal;
- 2.4 **Boat Slips/Main Dock** – The Landlord shall, in conjunction with the Tenant, inspect and repair the main docks, slips, electrical power and water service at the conclusion of the “ice out” period each spring (typically April and May each year). All other maintenance of the boat slips and main docks shall be the responsibility of the tenant;
- 2.5 **Fuel Pumps and Tanks** – The Landlord will assume ownership of fuel pump and tanks;

- 2.6 **Buildings Maintenance** – The Landlord shall be responsible for items related to the structural integrity of the building and its envelope, to the satisfaction of the Landlord. The Landlord will reimburse the Tenant, in 2024 only, \$5,000.00 towards maintenance and renovations at the building. Funds will be reimbursed upon the Tenant producing applicable receipts to the Landlord and demonstrates that the work at the building has been completed. A final decision on reimbursement will be at the Landlord’s discretion.
- 2.7 **Breakwater Maintenance** – The Landlord will be responsible for reasonable upkeep and maintenance of the existing breakwater.
- 2.8 **Property Maintenance** – to maintain grass and vegetation on all areas of the property not identified in blue within Appendix 01 to the satisfaction of the Landlord.
- 2.9 **Boardwalk Maintenance** – To maintain the publicly accessible boardwalk, which crosses the Lands, to an acceptable standard for use by the public.
- 2.10 **Refuse Collection** – The City shall not provide any refuse or recycling receptacles or collection specific to this operation.
- 2.11 **Winterization** – The City shall complete yearly winterization of all parts of the dock’s water distribution system. Winterization shall commence at a mutually agreed upon date each year or October 31st, whichever is sooner. Winterization shall take place with the Tenant present and any damages from the usage of the water distribution system during or after winterization by the City shall be considered negligence on behalf of the Tenant. To clarify, damage due to improper winterization by the City shall not be considered negligence on behalf of the Tenant.

Section Three - Provisos

- 3.1 **Renovating of fixtures** – At the expiry or earlier termination of the lease or any extension thereof, the Tenant may remove its fixtures as long as the Tenant either compensates the Landlord for or repairs the damage resulting from the installation or removal of the fixtures.
- 3.2 **Monthly tenancy** – If upon the termination of this lease, or any extension thereof, the Landlord permits the Tenant to remain in possession of the Lands and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease as to duration.
- 3.3 **Non-waiver** – Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not constitute a waiver of the Landlord’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.

- 3.4 **Surrender** – No surrender of the lease by the Tenant is valid unless accepted in writing by the Landlord. A thirty day notice is required to be given by the Tenant and the Landlord before such termination of the lease.
- 3.5 **Default provisions** – Whenever;
- (i) The Tenant defaults in the payment of any installment of rent, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - (ii) The Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within thirty (30) days next after the giving of written notice by the Landlord to the Tenant, or if the term hereby granted is taken in execution or attachment, it is lawful for the Landlord to enter upon the Lands or any part thereof in the name of the whole and this shall be at the option of the Landlord and with or without entry may terminate the lease and all the rights of the Tenant with respect to the Lands shall be absolutely forfeited. If the condition complained of reasonably requires more time to cure than the thirty day period aforesaid, the Tenant is deemed to have complied with the remedying thereof if the Tenant has commenced remedying or curing the condition within the thirty day period and diligently thereafter completes the same.
- 3.6 **Bankruptcy of tenant** – The bankruptcy, insolvency or reorganization of the Tenant under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall not be deemed a breach of this lease as long as the provisions of this lease are otherwise complied with.
- 3.7 **Mortgage and disposition of reversion** – Nothing in this lease precludes the Landlord from mortgaging or disposing of the reversion in the Lands.
- 3.8 **Notices** – All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

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

and in the case of the Tenant addressed to the Tenant at:

Temiskaming Powersports Inc.
883371 Hwy 65E
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- 3.9 **Amendment** – This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- 3.10 **Binding Effect** – The terms and provisions of this lease extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- 3.11 **Captions** – The captions appearing at the headings of the paragraphs in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this lease or any of its provisions.
- 3.12 **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term.
- 3.13 **Right of Termination** – The Landlord, in addition to all other rights, shall have the right to terminate this lease by providing three-hundred and sixty-five (365) days notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises.
- 3.14 **Independent Contractor** - The Tenant will provide services as an independent contractor and not as an employee of the Landlord. The Tenant agrees that the Landlord shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Landlord to the Tenant or amounts paid by the Tenant to its employees or contractors. The Tenant agrees to indemnify the Landlord from any and all claims in respect to the Tenant's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions. The Tenant agrees that as an independent contractor, the Tenant will not be qualified to participate in or to receive any employee benefits that the Landlord may extend to its employees. The Tenant is free to provide services to other clients so long as there is no interference with the Tenant's contractual obligations to the Landlord. The Tenant has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Landlord.

Remainder Of Page Left Intentionally Blank

Signed and Sealed in
the presence of

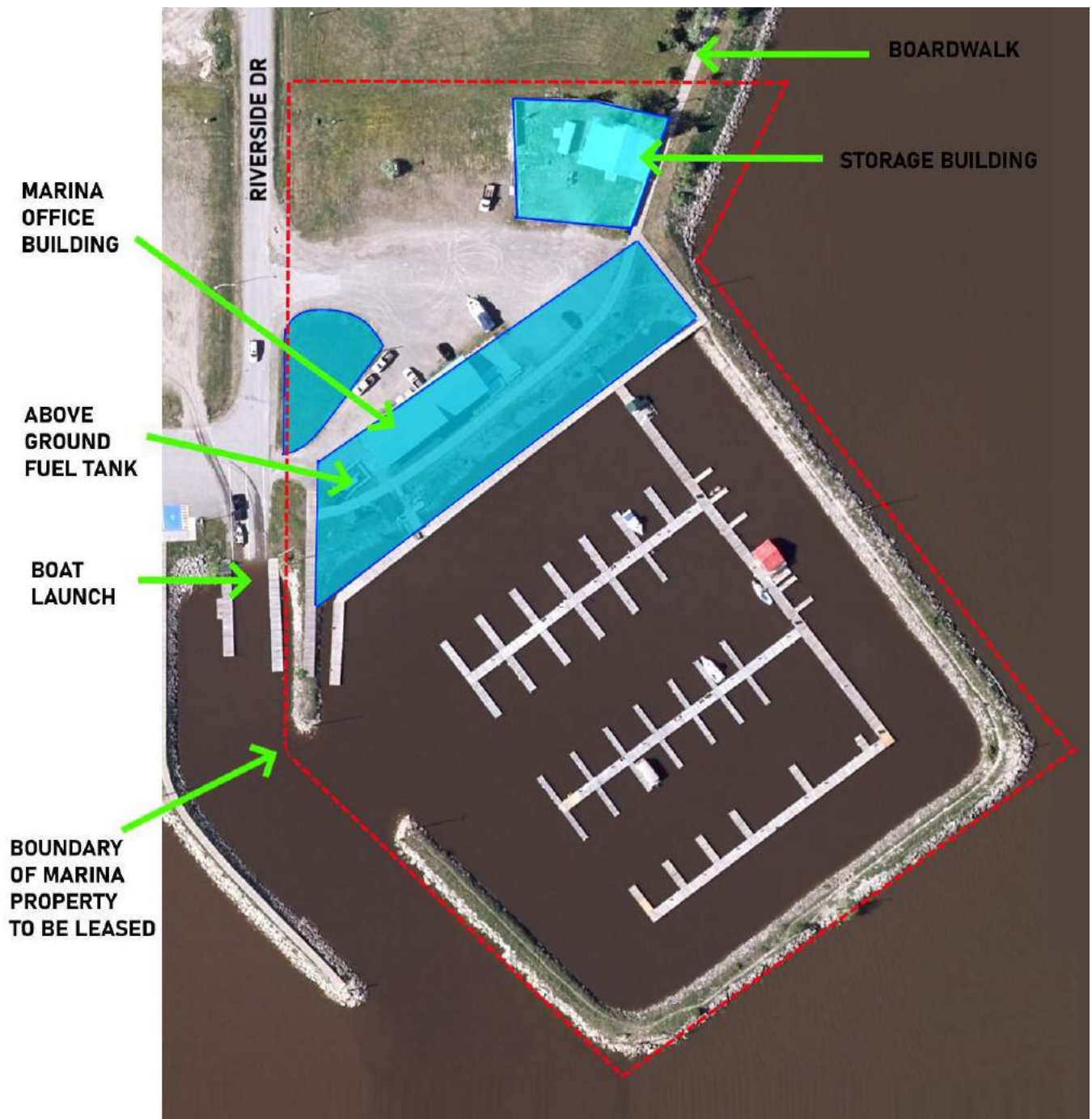
Bill Terentiuk, Secretary

The Corporation of the City of Temiskaming Shores

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Appendix 01



Appendix 02: Tenant’s Proposal

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations****Form of Proposal**

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

Well, Temiskaming Powersports Inc.
(Registered Company Name/Individuals Name)Of, 883371 Hwy 65 E, New Liskeard ON P0J 1P0
(Registered Address and Postal Code)Phone Number: 705-647-8533 Email: [REDACTED]

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

Description	Amount
2024 Proposed Fee (exclusive of HST):	\$ 30,000 .00
2025 Proposed Fee (exclusive of HST):	\$ 30,000 .00
2026 Proposed Fee (exclusive of HST):	\$ 30,000 .00
Three-year total:	\$ 90,000 .00

I/we will submit the necessary proof-of-insurance and WSIB certificate within 30 days of being notified our proposal(s) have been accepted.	Yes <input checked="" type="checkbox"/>
I/we have submitted information including but not limited to our organization's background information, our proposed services, and our proposed fees.	Yes <input checked="" type="checkbox"/>

Continued on next page...

Acknowledgement of Addenda

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

Bidder's Authorized Official:

Bill Terentiat

Title:

Secretary

Authorizing Signature:



Date:

Feb 20, 2024

Contact name (if different
from authorizing official):

Contact's email:



Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations**

Non-Collusion Affidavit

I/ We Temiskaming Power Sports 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.

Date:

Feb 20, 2022

Bidder's Authorized Official:

Bill Terenliuk

Title:

Secretary

Company Name:

Temiskaming Power Sports Inc.

Authorizing Signature:

[Signature]

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations**

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Date:

Feb 20, 2022

Bidder's Authorized Official:

Bill Terenlink

Title:

Secretary

Company Name:

Temiskaming Power Sports Inc.

Authorizing Signature:

[Signature]

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Date:

Feb 20, 2024

Bidder's Authorized Official:

Bill Terentuk

Title:

Secretary

Company Name:

Temiskaming Power Sports Inc.

Authorizing Signature:



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

Form 4 to be submitted.



Temiskaming Power Sports Inc

Tel : [REDACTED]

Email : [REDACTED]

In August of 2006 I, Bill Terentiuk, opened up BNS Corner Gas in North Cobalt. I owned and operated this business until May 2010. During the summer of 2010, I worked at Temagami Marine. Before this, from 2004-2006 I worked at Quinn's Marina down in Perfferlaw. In November 2010, myself and Tom Green started Northern Sports & Marine which was run out of the back shop of the Temiskaming Shores Marina. We ran a successful repair shop for small engines (boats, ATV's & snowmobiles) as well as parts sales. We were at the marina location for 5 years. In 2015, we moved to a new location on 60 Scott St to expand our business. In 2018, we became an Arctic Cat dealer to sell Arctic Cat brand snowmobiles, ATVs, and side by side. Also during this year in January, we started Northern Sports Rentals Inc. A business focused on renting out snowmobiles. In July 2019, we moved to our current location on Highway 65 East. While there the business continued to expand with powersports repairs as well as expanding our storefront retail sales. The rentals also expanded by adding ATVs, personal watercraft, and boats to the rental fleet. Soon after, we became an AlumaCraft and Mercury dealer while also being a warranty service center for Evinrude/Johnson. Currently, we service and repair most makes of Powersports (Arctic Cat, Mercury, Evinrude/Johnson, Polaris, Yamaha, BRP, etc). As for the retail side, we offer lots of OEM parts and aftermarket parts, winter clothing, Arctic Cat and Mercury units, OEM and aftermarket accessories, etc.

If we are successfully chosen to rent the marina location this is how we would proceed. We would continue our business as an Arctic Cat and Mercury dealer and Evinrude/Johnson warranty center. We would also focus on expanding our rentals by adding paddle boards, kayaks, electric bikes, etc. As for the storefront, we would continue to sell OEM and aftermarket parts and apparel as well as start offering snacks, drinks, and ice for the boaters. We would also turn our focus to the docks and would look into new and exciting activities for the boaters. In addition, we would offer premium fuel at a competitive rate, offer pump-out services, and maintain and clean the bathrooms for the boaters. For the repair side of the business, we would continue to repair snowmobiles, ATVs, and side by sides. We would offer services on boats up to 24' for outboard and inboard motors and services on outboard motors up to 300hp.



Temiskaming Power Sports Inc

Tel : [REDACTED]

Email : [REDACTED]

Financial plan

1. Temiskaming Power Sports collects docking fees and sets prices.
2. Temiskaming Power Sports will have 2 slips rent-free, may need a 3rd for pontoon rental.
3. Temiskaming Power Sports will engage 2 or 3 students for docks/fuel/pumpouts.
4. Temiskaming Power Sports will pay hydro.
5. Temiskaming Power Sports will assume all responsibility for fuel.
6. \$30,000/year in rent will be paid as per Form 1.
7. General repairs will be looked after by Temiskaming Power Sports.
8. Temiskaming Power Sports will do the grass cutting (within the highlighted area as per Addendum No. 1), snow removal, and general yard maintenance.
9. Temiskaming Power Sports will do sidewalks and entrances.
10. Large repairs (over \$1,000) will be the city's responsibility.
11. Temiskaming Power Sports will have operational insurance.
12. Temiskaming Power Sports will have WSIB.
13. The city will provide \$5,000 towards initial renovations.
14. Temiskaming Power Sports will have reasonable signage.
15. Fencing around the small building will be upgraded at Temiskaming Power Sports cost.
16. No boats or trailers are stored on the property, other than boats waiting for repairs.
17. The front lawn will be used for displays.
18. Temiskaming Power Sports will have the sale of;
 - a. Accessories
 - b. Clothing
 - c. Marine equipment
 - d. New and used outboard motors
 - e. New and used snowmobiles
 - f. New and used all-terrain vehicles
 - g. New and used side by sides
 - h. New and used parts
 - i. Fuel
 - j. Cold drinks, snacks, ice
 - k. Oils and chemicals
19. Hours of operations
 - a. Marina summer hours :
 - i. Monday - Thursday: 8:00 am to 6:00 pm
 - ii. Friday - Saturday: 7:00 am to 9:00 pm
 - iii. Sunday: 7:00 am to 6:00 pm
 - iv. Statutory holidays: Open regular hours
 - b. Winter hours
 - i. Monday - Friday: 8:30 am to 5:00 pm
 - ii. Saturday: 9:00 am to 12:00 pm
 - iii. Sunday: Closed
 - iv. Statutory holidays: Closed

The Corporation of the City of Temiskaming Shores

By-law No. 2024-030

Being a by-law to authorize the execution of a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services “Temiskaming Transit”

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

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

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

Whereas under Section 69 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may establish, operate, and maintain a passenger transportation system; and

Whereas the Town of Cobalt and the City of Temiskaming Shores (formerly Towns of Haileybury and New Liskeard and the Township of Dymond) have had a long-standing commitment to operating a Transit System known as Temiskaming Transit; and

Whereas the expiry of the contract on December 31, 2022, changed operations with some additional responsibilities placed on the municipalities in respect to fleet maintenance and leasing of a facility; and

Whereas a memorandum of understanding and operating agreement would provide for delegated authority and clarity of the responsibilities and rights of each party in respect to the transit system; and

Whereas Council for The Corporation of the City of Temiskaming Shores acknowledged receipt of Memo No. 009-2024-CS at the March 5, 2024 Committee of the Whole meeting, and directed staff to enter into a Memorandum of Understanding between the City of Temiskaming Shores and the Town of Cobalt for Transit Services “Temiskaming Transit”, for consideration at the March 19, 2024 Regular Council meeting; and

Whereas Council for The Corporation of the City of Temiskaming Shores deems it desirable to adopt a Memorandum of Understanding with the Town of Cobalt.

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 execute a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services known as “Temiskaming Transit”, a copy of which is attached hereto 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.
3. That all other by-laws, resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and are hereby repealed.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-030

**Memorandum of Understanding and Operating Agreement with
the Town of Cobalt for the Transit System “Temiskaming Transit”**

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Town of Cobalt

This agreement made this ____ day of _____, 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

and

The Corporation of the Town of Cobalt
(hereinafter referred to as the "Town")

Whereas a Transit System has operated for many years as Temiskaming Transit within the geographic boundaries of the City of Temiskaming Shores and the Town of Cobalt; and

Whereas the City and the Town are municipal corporations incorporated pursuant to the provisions of the Municipal Act, 2001, SO., 2002, c.25 as amended; and

Whereas it is important to the City and the Town to improve efficiency in delivering transit service, to the residents; and

Whereas the expiry of the contract on December 31, 2022, changed Transit Operations with some additional responsibilities placed on the City in respect to fleet maintenance and leasing of a facility for transit operations; and

Whereas the City and the Town wish to enter into a Memorandum of Understanding and Operating Agreement (**hereinafter referred to as the "Agreement"**); to outline the services and support the City is prepared to provide to Transit Operations and provide for greater clarity of the responsibilities and rights of each party in respect to the transit system.

Now therefore the City and the Town hereby state as follows:

1. The City and the Town hereby acknowledge:

- 1.1. The Town is an independent municipal corporation and separate from the City and provides municipal services to the residents of the Town pursuant to the provisions of the Municipal Act, 2001 and related legislation.
- 1.2. The City is an independent entity and separate from the Town and provides municipal services to the residents of the City pursuant to the provisions of the Municipal Act, 2001 and related legislation.
- 1.3. The parties further agree that the City of Temiskaming Shores shall enter into, on behalf of the parties, an Agreement with a Transit Service Contractor for Transit Operations.

1.4. The Temiskaming Transit Committee (hereinafter referred to as the "Committee") shall be responsible for overseeing the administration and operations relating to Transit Operations as set out in this Agreement and Appendix 01.

1.5. The Committee shall be composed as follows:

- City of Temiskaming Shores (2 council appointed);
- Town of Cobalt (2 council appointed); and
- Mayor of the City of Temiskaming Shores as ex officio.

1.6. The Committee shall function in accordance with the Terms of Reference set out under Appendix 02.

2. Powers and Responsibilities of the Committee, City and Town

2.1 Committee

The Committee, on behalf of the Parties to this Agreement, shall generally oversee Transit Operations, and without limited the generality of the foregoing, shall be responsible for the following mandate:

2.1.1. The authority to provide recommendations in relation to matters regarding the provision of administration and Transit Operations such as:

- a) Establishing Fares;
- b) Services hours, bus stops and transit routes;
- c) Customer Service-related policies and procedures;
- d) Communications and marketing strategies;
- e) Receipt of passenger concerns and expectations;
- f) Provide feedback on infrastructure and fleet;
- g) Initiatives and strategies affecting public transit; and
- h) Liaison with other community groups relating to transit.

2.1.2. Determine the scheduling of the meetings of the Committee.

2.1.3. Keep the minutes of its meetings, which shall be circulated in a timely fashion to the Clerk of each of the Parties hereto, for distribution to each Council.

2.1.4. Review annual budgetary estimates prepared by the City and provide recommendations.

2.1.5. The Committee may, from time to time as requested by either Party, report on levels of service.

2.2 City of Temiskaming Shores and Town of Cobalt

- 2.2.1 The City may adopt a policy to govern and regulate the conduct on the Transit System, and the Town delegates this authority to the City.
- 2.2.2 The City will provide an annual budget for Transit Operations, including any capital.
- 2.2.3 The City will provide annually a detailed accounting of the revenues and expenditures preceding the calendar year for each party to this Agreement.
- 2.2.4 The City will manage and maintain the accounting with respect to all monies received and disbursed regarding Transit Operations and are subject to audit.
- 2.2.5 The City will arrange for insurance, legal and accounting services as may be necessary.
- 2.2.6 The City shall provide all other services as set out in Appendix 01.
- 2.2.7 The City and the Town hereby acknowledge the current municipal contribution and cost apportionment (13.19% Town – 86.81% City) and hereby agree that any changes to the said contribution of funding the Transit Operations would be recommended by the Committee and approved by each Council.
- 2.2.8 The City and Town agree that they will cooperate in joint advocacy initiatives to municipal, provincial, and federal levels of government for the enhancement of Transit Operations.
- 2.2.9 The Town acknowledges that in the event the City requires additional staff, equipment, or software to provide the services for Transit Operations, as set out in the Schedules attached hereto, the cost of engaging staff or acquiring the equipment or software shall be through the annual budget process and in accordance with the City's Procurement Policy.
- 2.2.10 The City Manager for the City (City Manager), and the Chief Administrative Officer for the Town (CAO), shall address any general issues that may arise out of the operation of this Agreement and will make their best efforts to

reach a consensus between the Parties. Any matters of dispute would be referred to each council to appoint an agreed upon mediator as identified in Section 2.2.16.

2.2.11 Ownership (including tenancy rights and obligations) of all real and personal property managed for Transit Operation, excluding the bus shelters outside the geographic limits of the City, is the property of the City and recognized under the Asset Management Plan and Disposal of Assets Policy of the City.

2.2.12 Ownership of the database, records and electronic resources and licenses will remain the intellectual property of the City and will be retained in accordance with the City's Retention Policy.

2.2.13 The City and the Town hereby agree that this Agreement will come into effect on the date of passing and shall continue until such time as either terminates this Agreement in accordance with Section 2.2.15 of this Agreement.

2.2.14 This is the entire operating Agreement between the City and the Town. Any amendments to this Agreement will be reduced to writing and signed by the approved signing officers for both Parties, as noted in Section 2.2.17 of this Agreement.

2.2.15 The City and the Town hereby agree that either Party to this Agreement may terminate the Agreement upon providing to the other Party no less than six (6) months prior written notice, including a motion of Council from the terminating Party, of its intention to terminate this Agreement.

2.2.16 Any matters in dispute between the parties in relation to this Agreement (and amendments thereto), may be referred by the Party to binding mediation by an agreed-upon mediator. The cost of mediation will be shared equally between the Parties.

2.2.17 Any notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile, email, or by registered mail addressed to the recipients as follows:

TO THE CITY:

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

Attention: City Manager

TO THE TOWN:
The Town of Cobalt
P.O. Box 70, 18 Silver Street
Cobalt, Ontario
P0J 1C0
Attention: Town Manager

or such other address or individual as may be designated by written notice by either party to the other. Any notice given by personal delivery, email, or facsimile shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by registered mail, on the third day not counting Saturday, Sunday, or statutory holiday in Ontario, following the deposit thereof in the mail.

2.2.18 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

2.2.19 Neither this Agreement nor any of the rights or obligations of either of the Parties hereunder may be assigned without the prior written consent of the other Party to this Agreement.

Remainder of this page left intentionally blank

Signed and sealed in the presence of)	The Corporation of the City of Temiskaming Shores
)	
)	
)	
)	_____ Mayor
)	
)	
)	
)	_____ Clerk
)	
Municipal Seal)	The Corporation of the Town of Cobalt
)	
)	
)	
)	_____ Mayor
)	
)	
)	_____ Clerk
)	
)	

Appendix 01

Memorandum of Understanding and Operating Agreement

between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

And

The Corporation of the Town of Cobalt
(hereinafter referred to as the "Town")

Services Provided by the City to Transit Operations

Administration and Management

Accounting Services

- Accounts payable
- Accounts receivable
- Annual budget administration
- Annual audit requirements, including financial statements
- Fares processing and reconciliation
- Insurance
- Procurement
- Grant application/submission assistance for grants pertaining to Municipal Services or those using the City's Business Number
- Maintenance reserve and reserve fund accounts
- Reporting
- Meetings, agendas, and records management
- Information technology
- Communications

Other services:

- Risk management support and legal advice.
- Advice and support on accessibility legislation, requirements, and compliance.
- Records management support
- Advice and support concerning marketing, advertising, and communications of transit services to the public.
- Asset management support.

Fleet

- Manage procurement, coordination of all rolling stock.

- Manage ownerships and meeting highway traffic standards.
- Oversee advertising.
- Managing Fuel delivery and costs

Maintenance

- Provide maintenance and repair support to all fleet.
- Manage work orders, repairs, and fleet maintenance system.
- Deal with vendors, mechanic shops, and manufacturers.
- Ordering all parts and stocking fluids as needed.

Oversight

- Conflict resolution.

Facilities

- Manage and coordinate any leased facility or equipment set out in any agreement

**Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
Requests**

- The Parties agree to operate under MFIPPA. Formal MFIPPA requests relating to Transit Operations will be processed by the Municipal Clerk of the City.

Appendix 02

Memorandum of Understanding and Operating Agreement

between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

And

The Corporation of the Town of Cobalt
(hereinafter referred to as the "Town")

Terms of Reference for Temiskaming Transit Committee (hereinafter referred to as "Temiskaming Transit")

1. Mission

Provide an accessible, reliable public transit service for all residents and aspire to provide an environmentally and fiscally responsible alternative for transportation.

2. Mandate

The following are within the scope of the Temiskaming Transit Committee:

- Establishing Fares.
- Service hours, bus stops and transit routes.
- Customer service-related policies and procedures.
- Communications and marketing strategies.
- Receipt of passenger concerns and expectations.
- Provide feedback on infrastructure and fleet.
- Initiatives and strategies affecting public transit.
- Liaison with other community groups relating to transit.

3. Definitions

"Committee" Temiskaming Transit Committee

"Pecuniary interest" A direct or indirect interest within the meaning of the municipal Conflict of Interest Act, R.S.O, 1990, chapter M.50, as amended, and any subsequent legislation thereto.

4. Accountability

The Temiskaming Transit Committee is deemed a Committee of the Councils, party to this Agreement.

5. Number of Members and Qualifications

- 5.1 The Committee will consist of a maximum of five (5) voting members.
- 5.2 Two council members shall be appointed by each Council to the Committee at the new term of council, and shall serve for the duration of the term of Council.
- 5.3 The Mayor of the City of Temiskaming Shores is considered an ex officio member.
- 5.4 As a Committee of Council, the Committee is subject to the City's Procedural By-law, unless otherwise specified in these Terms of Reference.
- 5.5 Quorum of the Committee will be 50 percent, plus one (1) of the members appointed to the Committee.
- 5.6 Members of the Committee shall serve without remuneration.
- 5.7 A Committee member shall hold office for a term concurrent with the term of Council, or until successors are appointed, and may be appointed for one or more further terms.

6. Meetings

- 6.1 The Committee will meet a minimum of three (3) times per year and the meeting schedule will be determined at the first meeting of the calendar year.
- 6.2 Additional meetings may be called at the discretion of the Chair and the majority of the Committee subject to the availability of staff.
- 6.3 Unless otherwise determined, all meetings will be open to the public.
- 6.4 A Chair and Vice-Chair will be elected by the members at the first annual meeting of the Committee.
- 6.5 The City will assign a City staff person who shall act as Secretary to the Committee and be responsible for the preparation and distribution of agenda and minutes, retention of files and records and as a resource for information

gathering for the Committee. The agendas will be prepared by City staff in consultation with the Chair, with input from other members.

- 6.6 Any person(s) wishing to appear before the Committee as a delegate must submit a request to the Committee Secretary advising them of the topic or item to which they wish to speak.
- 6.7 Every member present (including the Chair) when a question is put, shall vote thereon unless they are disqualified to vote on the question. (i.e. declared pecuniary interest). Recommendations are "carried" if supported by the majority. Only recommendations as they appear in the adopted minutes may be considered as officially representing the position of the Committee.

7. Conduct of Members

- 7.1 No member, individually or as a group, shall provide comment, opinion or make representation of any kind to any person or group with respect to any matter or thing relating to the function of the Committee, unless authorized to do so by a recommendation of the Committee.
- 7.2 Where applicable, members shall declare a conflict of pecuniary interest.
- 7.3 Where a member is absent from the meetings of the Committee for three (3) successive meetings, or more than 50% of all regular meetings within any calendar year, exclusive of a granted leave of absence, the respective Council shall repeal the appointment and appoint an alternate member to fill the vacancy.

8. Reporting and Monitoring

- 8.1 The Committee will provide each Council with minutes of meetings and reports on specific matters as necessary. Once approved, these minutes will be made available to the public.

9. Duties of the Chair and Vice Chair

- 9.1 The Chair shall preside at all meetings of the Committee. During the absence or inability of the Chair to preside, the duties and responsibilities shall be exercised by the Vice-Chair.
- 9.2 The Vice-Chair shall preside at all meetings of the Committee in the absence or inability of the chair.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2024-031

**A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO
AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL
AMOUNT OF \$330,215.29 TOWARDS THE COST OF SNOW BLOWER ATTACHMENTS**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (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 subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$330,215.29 dated April 02, 2024 and maturing on April 02, 2029, and payable in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in 2024, and on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2029, all inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$330,215.29 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$330,215.29 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$330,215.29, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated April 02, 2024, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.36% per annum and mature during a period of 5 year(s)

from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by April 02, 2029 and be payable in quarterly instalments of combined equal principal and diminishing interest on the second day of July and on the second day of October in 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2029, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" 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.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its

discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and

applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 19th day of March, 2024

By-law read a third time and finally passed this 19th day of March, 2024

Jeff Laferriere
Mayor

Logan Belanger
Clerk

The Corporation of The City of Temiskaming Shores

Schedule “A” to By-law Number 2024-031

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2024-017	Snow Blower Attachments 2	330,215.29	0.00	330,215.29	5 year(s)

The Corporation of The City of Temiskaming Shores

Schedule “B” to By-law Number 2024-031

No. 2024-031

\$330,215.29

C A N A D A

Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED 4.36% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 02, 2029), the principal amount of

THREE HUNDRED THIRTY THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND TWENTY NINE CENTS

----- (\$330,215.29) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2029, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (April 02, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.36% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-031 of the Municipality duly passed on the 19th day of March, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 02, 2024

(Seal) _____

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____	by: _____
Authorized Signing Officer	Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$330,215.29 dated April 02, 2024 and maturing on April 02, 2029 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July, and on the second day of October in 2024, on the second day of January, on the second day of April, on the second day of July, and on the second day of October in each of the years 2025 to 2029, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 02, 2024

Kemp Pirie Crombeen

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on July 02, 2024 and ending on April 02, 2029, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" to By-law Number 2024-031

Loan: 2902
Name: Temiskaming Shores, The Corporation of The City of
Principal: 330,215.29
Rate: 04.3600
Term: 60 Months / 20 Quarterly
Compound.: Quarterly
Paid: Quarterly
Plan: Fixed Principal
Accel: no
Method: Simple
Prin/Int.: 20,100.25
Total Int: 37,817.80
Remaining: 0.09
Matures: 04/02/2029

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	07/02/2024	20,100.25	16,510.76	3,589.49	313,704.53
2	10/02/2024	19,958.24	16,510.76	3,447.48	297,193.77
3	01/02/2025	19,776.80	16,510.76	3,266.04	280,683.01
4	04/02/2025	19,528.29	16,510.76	3,017.53	264,172.25
5	07/02/2025	19,382.35	16,510.76	2,871.59	247,661.49
6	10/02/2025	19,232.46	16,510.76	2,721.70	231,150.73
7	01/02/2026	19,051.01	16,510.76	2,540.25	214,639.97
8	04/02/2026	18,818.29	16,510.76	2,307.53	198,129.21
9	07/02/2026	18,664.45	16,510.76	2,153.69	181,618.45
10	10/02/2026	18,506.67	16,510.76	1,995.91	165,107.69
11	01/02/2027	18,325.23	16,510.76	1,814.47	148,596.93
12	04/02/2027	18,108.28	16,510.76	1,597.52	132,086.17
13	07/02/2027	17,946.55	16,510.76	1,435.79	115,575.41
14	10/02/2027	17,780.89	16,510.76	1,270.13	99,064.65
15	01/02/2028	17,599.44	16,510.76	1,088.68	82,553.89
16	04/02/2028	17,408.13	16,510.76	897.37	66,043.13
17	07/02/2028	17,228.66	16,510.76	717.90	49,532.37
18	10/02/2028	17,055.10	16,510.76	544.34	33,021.61
19	01/02/2029	16,873.65	16,510.76	362.89	16,510.85
20	04/02/2029	16,688.26	16,510.76	177.50	0.09
		368,033.00	330,215.20	37,817.80	

No. 2024-031

\$330,215.29

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED 4.36% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 02, 2029), the principal amount of

THREE HUNDRED THIRTY THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND TWENTY NINE CENTS

----- (\$330,215.29) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October each of the years 2025 to 2029, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (April 02, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.36% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-031 of the Municipality duly passed on the 19th day of March, 2024 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 02, 2024

(Seal) _____

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$330,215.29 dated April 02, 2024 and maturing on April 02, 2029 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January and on the second day of April on the second day of July and on the second day of October of the years 2025 to 2029, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 02, 2024

Kemp Pirie Crombeen

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on July 02, 2024 and ending on April 02, 2029, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan: 2902
 Name: Temiskaming Shores, The Corporation of The City of
 Principal: 330,215.29
 Rate: 04.3600
 Term: 60 Months / 20 Quarterly
 Compound.: Quarterly
 Paid: Quarterly
 Plan: Fixed Principal
 Accel: no
 Method: Simple
 Prin/Int.: 20,100.25
 Total Int: 37,817.80
 Remaining: 0.09
 Matures: 04/02/2029

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal

1	07/02/2024	20,100.25	16,510.76	3,589.49	313,704.53
2	10/02/2024	19,958.24	16,510.76	3,447.48	297,193.77
3	01/02/2025	19,776.80	16,510.76	3,266.04	280,683.01
4	04/02/2025	19,528.29	16,510.76	3,017.53	264,172.25
5	07/02/2025	19,382.35	16,510.76	2,871.59	247,661.49
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7	01/02/2026	19,051.01	16,510.76	2,540.25	214,639.97
8	04/02/2026	18,818.29	16,510.76	2,307.53	198,129.21
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10	10/02/2026	18,506.67	16,510.76	1,995.91	165,107.69
11	01/02/2027	18,325.23	16,510.76	1,814.47	148,596.93
12	04/02/2027	18,108.28	16,510.76	1,597.52	132,086.17
13	07/02/2027	17,946.55	16,510.76	1,435.79	115,575.41
14	10/02/2027	17,780.89	16,510.76	1,270.13	99,064.65
15	01/02/2028	17,599.44	16,510.76	1,088.68	82,553.89
16	04/02/2028	17,408.13	16,510.76	897.37	66,043.13
17	07/02/2028	17,228.66	16,510.76	717.90	49,532.37
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19	01/02/2029	16,873.65	16,510.76	362.89	16,510.85
20	04/02/2029	16,688.26	16,510.76	177.50	0.09

		368,033.00	330,215.20	37,817.80	

CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 5 year, 4.36% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$330,215.29 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2024-031 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the March 19, 2024 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider

vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.

9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.

10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 5 year, 4.36% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$330,215.29, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-031 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before 2nd day of April, 2024, I as Treasurer, signed the fully registered serial debenture numbered 2024-031 in the aggregate principal amount of \$330,215.29 dated April 02, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before April 02, 2024, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

Stephanie Léveillé
Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of
Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Logan Belanger
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2024-032

**A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO
AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL
AMOUNT OF \$522,631.56 TOWARDS THE COST OF ICI WATER METERS**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (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 subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$522,631.56 dated April 02, 2024 and maturing on April 02, 2034, and payable in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in 2024, and on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2034, all inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$522,631.56 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$522,631.56 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$522,631.56, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated April 02, 2024, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.35% per annum and mature during a period of 10 year(s)

from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by April 02, 2034 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the on the second day of July and on the second day of October in 2024, and on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2034, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" 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.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such

evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money,

after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 19th day of March, 2024

By-law read a third time and finally passed this 19th day of March, 2024

Jeff Laferriere
Mayor

Logan Belanger
Clerk

The Corporation of The City of Temiskaming Shores

Schedule “A” to By-law Number 2024-032

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2024-017	ICI Water Meters	542,631.47	0.00	522,631.56	10 years(s)

The Corporation of The City of Temiskaming Shores

Schedule “B” to By-law Number 2024-032

No. 2024-032

\$522,631.56

C A N A D A
Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED 4.35% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 02, 2034), the principal amount of

FIVE HUNDRED TWENTY TWO THOUSAND SIX HUNDRED THIRTY ONE DOLLARS AND FIFTY SIX CENTS

----- (\$522,631.56) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2034, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (April 02, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.35% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-032 of the Municipality duly passed on the 19th day of March, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 02, 2024

(Seal) _____

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$522,631.56 dated April 02, 2024 and maturing on April 02, 2034 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July, and on the second day of October in 2024, on the second day of January, on the second day of April, on the second day of July, and on the second day of October in each of the years 2025 to 2034, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 02, 2024

Kemp Pirie Crombeen

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on July 02, 2024 and ending on April 02, 2034, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" to By-law Number 2024-032

Loan: 2903
Name: Temiskaming Shores, The Corporation of The City of
Principal: 522,631.56
Rate: 04.3500
Term: 120 Months / 30 Quarterly
Compound: Quarter
Paid: Quarter
Plan: Fixed Principal
Accel: no
Method: Simple
Prin/Int.: 18,733.84
Total Int: 116,590.45
Remaining: 0.00
Matures: 04/02/2034

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	07/02/2024	18,733.84	13,065.79	5,668.05	509,565.77
2	10/02/2024	18,652.86	13,065.79	5,587.07	496,499.98
3	01/02/2025	18,509.61	13,065.79	5,443.82	483,434.19
4	04/02/2025	18,251.12	13,065.79	5,185.33	470,368.40
5	07/02/2025	18,167.03	13,065.79	5,101.24	457,302.61
6	10/02/2025	18,079.83	13,065.79	5,014.04	444,236.82
7	01/02/2026	17,936.57	13,065.79	4,870.78	431,171.03
8	04/02/2026	17,690.54	13,065.79	4,624.75	418,105.24
9	07/02/2026	17,600.23	13,065.79	4,534.44	405,039.45
10	10/02/2026	17,506.80	13,065.79	4,441.01	391,973.66
11	01/02/2027	17,363.54	13,065.79	4,297.75	378,907.87
12	04/02/2027	17,129.97	13,065.79	4,064.18	365,842.08
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14	10/02/2027	16,933.76	13,065.79	3,867.97	339,710.50
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17	07/02/2028	16,466.62	13,065.79	3,400.83	300,513.13
18	10/02/2028	16,360.73	13,065.79	3,294.94	287,447.34
19	01/02/2029	16,217.47	13,065.79	3,151.68	274,381.55
20	04/02/2029	16,008.81	13,065.79	2,943.02	261,315.76
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24	04/02/2030	15,448.24	13,065.79	2,382.45	209,052.60
25	07/02/2030	15,333.01	13,065.79	2,267.22	195,986.81
26	10/02/2030	15,214.66	13,065.79	2,148.87	182,921.02
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30 10/02/2031	14,641.63	13,065.79	1,575.84	130,657.86
31 01/02/2032	14,498.37	13,065.79	1,432.58	117,592.07
32 04/02/2032	14,341.10	13,065.79	1,275.31	104,526.28
33 07/02/2032	14,199.40	13,065.79	1,133.61	91,460.49
34 10/02/2032	14,068.60	13,065.79	1,002.81	78,394.70
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39 01/02/2034	13,352.31	13,065.79	286.52	13,065.75
40 04/02/2034	13,205.89	13,065.75	140.14	0.00

639,222.01	522,631.56	116,590.45
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No. 2024-032

\$522,631.56

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED 4.35% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 02, 2034), the principal amount of

FIVE HUNDRED TWENTY TWO THOUSAND SIX HUNDRED THIRTY ONE DOLLARS AND FIFTY SIX CENTS

----- (\$522,631.56) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October each of the years 2025 to 2034, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (April 02, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.35% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-032 of the Municipality duly passed on the 19th day of March, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 02, 2024

(Seal) _____

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____	by: _____
Authorized Signing Officer	Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$522,631.56 dated April 02, 2024 and maturing on April 02, 2034 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January and on the second day of April on the second day of July and on the second day of October of each of the years 2025 to 2034, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 02, 2024

Kemp Pirie Crombeen

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on July 02, 2024 and ending on April 02, 2034, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
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is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

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639,222.01	522,631.56	116,590.45
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CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year, 4.35% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$522,631.56 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2024-032 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the March 19, 2024 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year, 4.35% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$522,631.56, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-032 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before 2nd day of April, 2024, I as Treasurer, signed the fully registered serial debenture numbered 2024-032 in the aggregate principal amount of \$522,631.56 dated April 02, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before April 02, 2024, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

Stephanie Léveillé
Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of
Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Logan Belanger
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2024-033

**A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO
AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL
AMOUNT OF \$920,506.66 TOWARDS THE COST OF NEW LISKEARD LANDFILL SITE**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (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 subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$920,506.66 dated April 02, 2024 and maturing on April 02, 2039, and payable in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July, and on the second day of October of in each of the years 2025 to 2039, all inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$920,506.66 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$920,506.66 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$920,506.66, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated April 02, 2024, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.48% per annum and mature during a period of 15 year(s)

from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by April 02, 2039 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July, and on the second day of October of each of the years 2025 to 2039, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" 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.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such

evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money,

after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 19th day of March, 2024

By-law read a third time and finally passed this 19th day of March, 2024

Jeff Laferriere
Mayor

Logan Belanger
Clerk

The Corporation of The City of Temiskaming Shores

Schedule “A” to By-law Number 2024-033

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2024-017	New Liskeard Landfill Site	1,028,870.28	0.00	920,506.66	15 year(s)

The Corporation of The City of Temiskaming Shores

Schedule “B” to By-law Number 2024-033

No. 2024-033

\$920,506.66

C A N A D A
Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED 4.48% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 02, 2039), the principal amount of

NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SIX DOLLARS AND SIXTY SIX CENTS

----- (\$920,506.66) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2039, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (April 02, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.48% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-033 of the Municipality duly passed on the 19th day of March, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 02, 2024

(Seal) _____

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$920,506.66 dated April 02, 2024 and maturing on April 02, 2039 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July, and on the second day of October in the year 2024, and on the second day of January, on the second day of April, on the second day of July, and on the second day of October for each of the years 2025 to 2039, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 02, 2024

Kemp Pirie Crombeen

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on July 02, 2024 and ending on April 02, 2039, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" to By-law Number 2024-033

Loan.: 2904
Name.: Temiskaming Shores, The Corporation of The City of
Principal: 920,506.66
Rate: 04.4800
Term: 180 Months / 60 Quarters
Compound: Quarter
Paid: Quarter
Plan: Fixed Principal
Accel: no
Method: Simple
Prin/Int.: 25,623.21
Total Int: 314,651.23
Remaining: 0.00
Matures: 04/02/2039

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	07/02/2024	25,623.21	15,341.78	10,281.43	905,164.88
2	10/02/2024	25,562.95	15,341.78	10,221.17	889,823.10
3	01/02/2025	25,389.71	15,341.78	10,047.93	874,481.32
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18	10/02/2028	22,791.11	15,341.78	7,449.33	644,354.62
19	01/02/2029	22,617.87	15,341.78	7,276.09	629,012.84
20	04/02/2029	22,290.22	15,341.78	6,948.44	613,671.06
21	07/02/2029	22,196.07	15,341.78	6,854.29	598,329.28
22	10/02/2029	22,098.15	15,341.78	6,756.37	582,987.50
23	01/02/2030	21,924.91	15,341.78	6,583.13	567,645.72
24	04/02/2030	21,612.32	15,341.78	6,270.54	552,303.94
25	07/02/2030	21,510.64	15,341.78	6,168.86	536,962.16
26	10/02/2030	21,405.19	15,341.78	6,063.41	521,620.38

27	01/02/2031	21,231.95	15,341.78	5,890.17	506,278.60
28	04/02/2031	20,934.42	15,341.78	5,592.64	490,936.82
29	07/02/2031	20,825.21	15,341.78	5,483.43	475,595.04
30	10/02/2031	20,712.23	15,341.78	5,370.45	460,253.26
31	01/02/2032	20,538.99	15,341.78	5,197.21	444,911.48
32	04/02/2032	20,311.14	15,341.78	4,969.36	429,569.70
33	07/02/2032	20,139.78	15,341.78	4,798.00	414,227.92
34	10/02/2032	20,019.26	15,341.78	4,677.48	398,886.14
35	01/02/2033	19,846.02	15,341.78	4,504.24	383,544.36
36	04/02/2033	19,578.63	15,341.78	4,236.85	368,202.58
37	07/02/2033	19,454.35	15,341.78	4,112.57	352,860.80
38	10/02/2033	19,326.30	15,341.78	3,984.52	337,519.02
39	01/02/2034	19,153.06	15,341.78	3,811.28	322,177.24
40	04/02/2034	18,900.74	15,341.78	3,558.96	306,835.46
41	07/02/2034	18,768.92	15,341.78	3,427.14	291,493.68
42	10/02/2034	18,633.34	15,341.78	3,291.56	276,151.90
43	01/02/2035	18,460.10	15,341.78	3,118.32	260,810.12
44	04/02/2035	18,222.84	15,341.78	2,881.06	245,468.34
45	07/02/2035	18,083.49	15,341.78	2,741.71	230,126.56
46	10/02/2035	17,940.38	15,341.78	2,598.60	214,784.78
47	01/02/2036	17,767.14	15,341.78	2,425.36	199,443.00
48	04/02/2036	17,569.42	15,341.78	2,227.64	184,101.22
49	07/02/2036	17,398.06	15,341.78	2,056.28	168,759.44
50	10/02/2036	17,247.42	15,341.78	1,905.64	153,417.66
51	01/02/2037	17,074.18	15,341.78	1,732.40	138,075.88
52	04/02/2037	16,867.05	15,341.78	1,525.27	122,734.10
53	07/02/2037	16,712.64	15,341.78	1,370.86	107,392.32
54	10/02/2037	16,554.46	15,341.78	1,212.68	92,050.54
55	01/02/2038	16,381.22	15,341.78	1,039.44	76,708.76
56	04/02/2038	16,189.15	15,341.78	847.37	61,366.98
57	07/02/2038	16,027.21	15,341.78	685.43	46,025.20
58	10/02/2038	15,861.50	15,341.78	519.72	30,683.42
59	01/02/2039	15,688.26	15,341.78	346.48	15,341.64
60	04/02/2039	15,511.11	15,341.64	169.47	0.00

1,235,157.89	920,506.66	314,651.23
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C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED 4.48% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 02, 2039), the principal amount of

NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SIX DOLLARS AND SIXTY SIX CENTS

----- (\$920,506.66) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2039, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (April 02, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.48% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-033 of the Municipality duly passed on the 19th day of March, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 02, 2024

(Seal) _____

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____	by: _____
Authorized Signing Officer	Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$920,506.66 dated April 02, 2024 and maturing on April 02, 2039 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of July and on the second day of October in the year 2024, on the second day of January, on the second day of April, on the second day of July and on the second day of October in each of the years 2025 to 2039, all inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 02, 2024

Kemp Pirie Crombeen

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on July 02, 2024 and ending on April 02, 2039, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

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13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
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15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

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17	07/02/2028	22,881.49	15,341.78	7,539.71	659,696.40
18	10/02/2028	22,791.11	15,341.78	7,449.33	644,354.62
19	01/02/2029	22,617.87	15,341.78	7,276.09	629,012.84
20	04/02/2029	22,290.22	15,341.78	6,948.44	613,671.06
21	07/02/2029	22,196.07	15,341.78	6,854.29	598,329.28
22	10/02/2029	22,098.15	15,341.78	6,756.37	582,987.50
23	01/02/2030	21,924.91	15,341.78	6,583.13	567,645.72
24	04/02/2030	21,612.32	15,341.78	6,270.54	552,303.94
25	07/02/2030	21,510.64	15,341.78	6,168.86	536,962.16
26	10/02/2030	21,405.19	15,341.78	6,063.41	521,620.38
27	01/02/2031	21,231.95	15,341.78	5,890.17	506,278.60
28	04/02/2031	20,934.42	15,341.78	5,592.64	490,936.82
29	07/02/2031	20,825.21	15,341.78	5,483.43	475,595.04
30	10/02/2031	20,712.23	15,341.78	5,370.45	460,253.26
31	01/02/2032	20,538.99	15,341.78	5,197.21	444,911.48
32	04/02/2032	20,311.14	15,341.78	4,969.36	429,569.70

33	07/02/2032	20,139.78	15,341.78	4,798.00	414,227.92
34	10/02/2032	20,019.26	15,341.78	4,677.48	398,886.14
35	01/02/2033	19,846.02	15,341.78	4,504.24	383,544.36
36	04/02/2033	19,578.63	15,341.78	4,236.85	368,202.58
37	07/02/2033	19,454.35	15,341.78	4,112.57	352,860.80
38	10/02/2033	19,326.30	15,341.78	3,984.52	337,519.02
39	01/02/2034	19,153.06	15,341.78	3,811.28	322,177.24
40	04/02/2034	18,900.74	15,341.78	3,558.96	306,835.46
41	07/02/2034	18,768.92	15,341.78	3,427.14	291,493.68
42	10/02/2034	18,633.34	15,341.78	3,291.56	276,151.90
43	01/02/2035	18,460.10	15,341.78	3,118.32	260,810.12
44	04/02/2035	18,222.84	15,341.78	2,881.06	245,468.34
45	07/02/2035	18,083.49	15,341.78	2,741.71	230,126.56
46	10/02/2035	17,940.38	15,341.78	2,598.60	214,784.78
47	01/02/2036	17,767.14	15,341.78	2,425.36	199,443.00
48	04/02/2036	17,569.42	15,341.78	2,227.64	184,101.22
49	07/02/2036	17,398.06	15,341.78	2,056.28	168,759.44
50	10/02/2036	17,247.42	15,341.78	1,905.64	153,417.66
51	01/02/2037	17,074.18	15,341.78	1,732.40	138,075.88
52	04/02/2037	16,867.05	15,341.78	1,525.27	122,734.10
53	07/02/2037	16,712.64	15,341.78	1,370.86	107,392.32
54	10/02/2037	16,554.46	15,341.78	1,212.68	92,050.54
55	01/02/2038	16,381.22	15,341.78	1,039.44	76,708.76
56	04/02/2038	16,189.15	15,341.78	847.37	61,366.98
57	07/02/2038	16,027.21	15,341.78	685.43	46,025.20
58	10/02/2038	15,861.50	15,341.78	519.72	30,683.42
59	01/02/2039	15,688.26	15,341.78	346.48	15,341.64
60	04/02/2039	15,511.11	15,341.64	169.47	0.00

1,235,157.89	920,506.66	314,651.23
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CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 15 year, 4.48% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$920,506.66 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2024-033 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the March 19, 2024 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider

vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.

9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.

10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 15 year, 4.48% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the aggregate principal amount of \$920,506.66, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-033 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before 2nd day of April, 2024, I as Treasurer, signed the fully registered serial debenture numbered 2024-033 in the aggregate principal amount of \$920,506.66 dated April 02, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before April 02, 2024, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of April, 2024.

Stephanie Léveillé
Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of
Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL] _____
Logan Belanger
Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-034

Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

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

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

Whereas Council considered Administrative Report CS-007-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, based on a rental increase of 3.4% for 2024 (\$24.78 per sq. ft.), for consideration at the March 19, 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 the Haileybury Family Health Team for the rental of space **(Room 215)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “A”** and forming part of this by-law.
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Rooms 221)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “B”** and forming part of this by-law.
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “C”** and forming part of this by-law.
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 238)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “D”** and forming part of this by-law.
5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law.

6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law.
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 242)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law.
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

Schedule “A” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 215)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$173.46** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “B” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **272 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$561.68** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “C” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **144 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$297.36** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “D” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 238)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **96 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$198.24** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “E” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$173.46** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “F” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **456 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$941.64** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “G” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 242)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **240 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$495.60** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “H” to By-law No. 2024-034

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **88 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$181.72** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall

maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

3. **Provisos**

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full

to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any

such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

4. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

5. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-035

**Being a by-law to authorize the Sale of Land being 468 Georgina
Avenue (PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL)
5418-030-003-02400**

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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council provided direction to staff after rising with report from the Closed Session held at the Committee of the Whole Meeting on Tuesday, February 6, 2024, regarding the former Haileybury Fire Hall building located at 468 Georgina Avenue.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Fraser Houghton, Graham Houghton, and Christopher Houghton as Purchasers (Buyers) and The Corporation of the City of Temiskaming Shores as Vendor (Seller), in the form annexed hereto as Schedule "A" and forming part of this by-law.
3. That Council agrees to sell the subject land in the amount of \$90,000 plus taxes (if applicable), and other such considerations outlined in the said agreement land legally described as:

PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical,

semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-035

Being a by-law to authorize the Sale of Land being 468 Georgina Avenue
(PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL)
5418-030-003-02400



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 19 day of February, 2024

BUYER: Fraser Houghton Graham Houghton & Christopher Houghton, agrees to purchase from
(Full legal names of all Buyers)

SELLER: City of Temiskaming Shores, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 468 Georgina Ave.

fronting on the west side of Georgina

in the Temiskaming Shores

and having a frontage of 100 Feet more or less by a depth of 100 Feet more or less

and legally described as

PCL 1866 SEC NND; LT 1-2 BLK O PL M13NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF
TIMISKAMING

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: Dollars (CDN\$) 90,000.00

Ninety Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to.. Miller Realty Group Inc. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 4 on
(Seller/Buyer) (a.m./p.m.)
the 23 day of February, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 25 day of March, 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

FH CH G.H

INITIALS OF SELLER(S):

LB

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: linda.miller@mrgi.ca
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:
AS/WHERE IS

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

FH CH G.H

INITIALS OF SELLER(S):

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- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the15..... day of.....March....., 2024....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....FIRE HALL.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

FH CH G.H

INITIALS OF SELLER(S):

LB

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

FH CH G.H

INITIALS OF SELLER(S):

LB



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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	Fraser Houghton	(Seal)	02/20/2024
(Witness)	Christopher Houghton	(Seal)	02/20/2024
(Witness)	Graham Houghton & C	(Seal)	(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	Logan Belanger	(Seal)	02/22/24
(Witness)	City of Temiskaming Shores	(Seal)	(Date)
(Witness)	(Seller/Authorized Signing Officer)	(Seal)	(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)	(Spouse)	(Seal)	(Date)
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CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 02/22/24, 20.....
(a.m./p.m.) Logan Belanger
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	MILLER REALTY GROUP INC., BROKERAGE (705) 647-6444 (Tel.No.)
	LINDA MADELEINE MILLER (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	Miller Realty Group Inc. 705-647-6444 (Tel.No.)
	Linda Miller (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
Logan Belanger	Fraser Houghton
02/22/24	02/20/2024
(Seller) City of Temiskaming Shores	(Buyer) Fraser Houghton
(Date)	(Date)
(Seller)	(Buyer) Graham Houghton & Christopher Houghton
(Date)	(Date)
Address for Service	Address for Service
(Tel. No.)	(Tel. No.)
Seller's Lawyer	Buyer's Lawyer
Address	Address
Email	Email
(Tel. No.)	(Tel. No.)
(Fax. No.)	(Fax. No.)

FOR OFFICE USE ONLY	
COMMISSION TRUST AGREEMENT	
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by
LINDA MADELEINE MILLER	LINDA MADELEINE MILLER
(Authorized to bind the Listing Brokerage) Linda Miller	(Authorized to bind the Co-operating Brokerage) Linda Miller

Schedule A

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Fraser Houghton Graham Houghton & Christopher Houghton, and

SELLER: City of Temiskaming Shores

for the purchase and sale of 468 Georgina Ave. Temiskaming Shores

ON P0J1K0 dated the 19 day of February, 2024

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

The parties hereto consent and agree that any closing documentation may be executed remotely utilizing video conferencing which may include the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.

The Buyer acknowledges that a Record of Site Condition (RSC) is required to change the intended use to a more sensitive. Any land use that changes to a more sensitive use, requires a Record of Site Condition before development occurs, to ensure any contamination is identified and mitigated before the change in use.

The Seller acknowledges that a Letter of Intent to describe how the Buyer intends to use and develop the property accompanies the Agreement of Purchase and Sale.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

FH CH G.H

INITIALS OF SELLER(S):

LB

The Corporation of the City of Temiskaming Shores

By-law No. 2024-036

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 March 5, 2024, and for the Regular meeting on March 19, 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 **March 19, 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 **March 5, 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 19th day of March, 2024

Mayor

Clerk