



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, June 18, 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 – May 21, 2024; and
- b) Committee of the Whole Meeting – June 4, 2024.

**9. Presentations / Delegations**

- a) Andre Brock, Executive Director – Temiskaming Shores & Area Chamber of Commerce

**Re:** Addressing Vacant Buildings in New Liskeard and Haileybury: An Economic and Social Perspective

**10. Correspondence/ Communications**

- a) Township of Harley

**Re:** Resolution of Support - Asset Retirement Obligations (PS 3280), 2024-05-17

**Reference:** Received for Information

- b) Timiskaming Health Unit

**Re:** Report to the Board of Health – Q1 Report – January to March 2024

**Reference:** Received for Information

- c) Heidi Bredenholler-Prasad, Vice President and Chief Customer Officer – Enbridge Gas Inc.

**Re:** Update - Keeping Energy Costs Down Act, May 2024

**Reference:** Received for Information

- d) Federation of Northern Ontario Municipalities (FONOM)

**Re:** Letter of Support - Keeping Energy Costs Down Act, 2024-05-22

**Reference:** Received for Information

- e) Amberly Spilman, Deputy Clerk - Town of Kirkland Lake

**Re:** Resolution of Support – Shared Resources, 2024-05-21

**Reference:** Received for information

- f) District of Timiskaming Social Services administration Board (DTSSAB)

**Re:** DTSSAB Quarterly Report, Q1 2024 January 1<sup>st</sup> to March 31<sup>st</sup> and Ending Chronic Homelessness in Ontario

**Reference:** Received for information

- g) Alice Mercier, Clerk - Town of Cochrane

**Re:** Resolution of Support – Operational Budget Funding, 2024-05-24

**Reference:** Received for information

- h) Alice Mercier, Clerk - Town of Cochrane

**Re:** Resolution of Support – Increase Ontario Community Infrastructure Fund, 2024-05-24

**Reference:** Received for information

- i) Hugo Rivet, Committee Member – North on Tap

**Re:** Request for Funding Support for the North on Tap Family Night, 2024-05-31

**Reference:** Referred to staff for Report to Council

- j) Timiskaming Health Unit

**Re:** Porcupine Health Unit (PHU) and the Timiskaming Health Unit (THU) Merger Community Update, 2024-06-03

**Reference:** Received for Information

- k) Earlton-Timiskaming Regional Airport Authority (ETRAA)

**Re:** Financials April 2024

**Reference:** Received for information

- l) Dr. Glenn Corneil, Acting Medical Officer - Timiskaming Health Unit

**Re:** Smoke- and Vape-Free Fall Fair Event, 2024-06-12

**Reference:** Received for information

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

**11. Committees of Council – Community and Regional**



Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes from the Earlton-Timiskaming Regional Airport Authority (ETRAA); and
- b) Minutes from the Timiskaming Health Unit Board of Health meeting held on April 3, 2024.

**12. Reports by Members of Council**

**13. Notice of Motions**

**14. New Business**

- a) Prince Edward County - Resolution of Support - A call to action to meet the deadline of an Accessible Ontario by 2025 (Correspondence from the May 21, 2024 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the County of Prince Edward adopted a resolution regarding a call to action to meet the deadline of an Accessible Ontario by 2025, at their regular meeting on March 26, 2024; and

Whereas the Accessibility for Ontarians with Disabilities Act (AODA) is ground-breaking legislation, created to help people with disabilities fully participate in society, bring them to the table in crafting regulations, and build mechanisms to enforce standards; and

Whereas Rich Donovan, an expert in accessibility, was appointed as the Independent Reviewer of the Act in 2022, and in his 2023 legislative review declared a crisis as a necessary catalyst to get Ontario back on track for accessibility; and

Whereas at least 2.9 million Ontarians currently live with a disability, representing at least 22% of the consumer base and the workforce, but due to barriers, Ontarians with disabilities are too often falling short of their full potential; and

Whereas the AODA aims to develop, implement and enforce standards related to goods, services, accommodation, employment and buildings before Jan. 1, 2025, and municipalities, as the level of government closest to the people are at the front lines, developing, implementing and enforcing these standards without meaningful guidance on its implementation and/or enforcement by the Province; and

Whereas people with disabilities and advocates note the slow pace of current and previous Ontario governments in implementing the AODA, and there are growing concerns there will be no renewed push to keep accessibility issues at the forefront after 2025.

Be it resolved that Council for the City of Temiskaming Shores supports Prince Edward County on their call to action on the part of the Provincial Government to urgently:

- a) create a "Municipal Accessibility Fund" for municipalities to develop, implement and enforce AODA standards related to goods, services, accommodation, employment and buildings. Such a fund could be modeled after the Canada Community-Building Fund or the Ontario Cannabis Legalization Implementation Fund on a per household basis; and
- b) to commit to working with municipalities to implement the Donovan Review immediate crisis recommendations; and

Further that a copy of this resolution be sent to the Premier of Ontario, the Minister of Seniors and Accessibility, the Minister of Children, Community, and Social Services, the Minister of Health, the Minister of Municipal Affairs and Housing, the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, and Prince Edward County.

**b) Memo No. 015-2024-RS – Recreation Operations Update**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 015-2024-RS, regarding the Recreation Operations Update for the month of June for information purposes.

**c) Administrative Report No. PPP-006-2024 – Appointment of Junior Firefighter**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

That Council hereby appoints Tanner Phaneuf a Junior Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

**15. By-Laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- |                     |   |
|---------------------|---|
| By-law No. 2024-063 | Being a by-law to enter into an agreement with Miller Maintenance for the supply and installation of street light projects in the City of Temiskaming Shores  |
| By-law No. 2024-064 | Being a by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation   |
| By-law No. 2024-065 | Being a by-law to enter into an agreement with Miller Paving Limited for the Dymond Industrial Road Rehabilitation – Phase 1  |
| By-law No. 2024-066 | Being a by-law to amend By-law No. 2012-039, a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores (Corporate Services – Administration Fees)   |
| By-law No. 2024-067 | Being a by-law to enact a Zoning by-law Amendment to rezone the subject land from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self storage facility as a permitted use: 468 Georgina Avenue |

By-law No. 2024-068	Being a by-law to enter into a Memorandum of Agreement between the City of Temiskaming Shores and the Timiskaming Health Unit for the purpose of implementing the Community Safety and Well-Being Plan
By-law No. 2024-069	Being a by-law to Stop up and Close a Highway – Lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423
By-law No. 2024-070	Being a by-law to Stop up and Close a Highway – All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423
By-law No. 2024-071	Being a by-law to authorize the Sale of Land for the Lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423 to Matthew Krul and Nerissa Doy
By-law No. 2024-072	Being a by-law to authorize the Sale of Land for all of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423 to Matthew Krul and Nerissa Doy
By-law No. 2024-073	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 (NOMS) at the MinExpo International – September 25-27, 2024 (Project No. 852-515336)
By-law No. 2024-074	Being a by-law to enter into an agreement with the Township of Coleman for the acceptance and disposal of Household Hazardous Waste at the City of Temiskaming Shores annual Collection event
By-law No. 2024-075	Being a by-law to appoint a Building Inspector – Gabriel Tasse

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 – July 9, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – July 9, 2024 starting immediately after Committee of the Whole Meeting

**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 May 21, 2024 and June 4, 2024 Closed Session Minutes; and
- b) Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Staffing Update.

**19. Confirming By-law**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2024-076** 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 June 4, 2024, and for its Regular meeting held on June 18, 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, May 21, 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 Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson

Present: Amy Vickery, City Manager  
Logan Belanger, Municipal Clerk  
Shelly Zubyc, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
Steve Langford, Fire Chief  
Brad Hearn, Information Systems & Technology  
Steve Burnett, Manager of Environmental Services  
Mitch McCrank, Manager of Transportation Services  
Stephanie Levielle, Treasurer

Regrets: Councillors Jesse Foley and Melanie Ducharme, due to Council Chamber Technical Issues with Virtual Attendance

Media: 2

Delegates: N/A

Members of  
the Public: 3

**4. Review of Revisions or Deletions to Agenda**

Move item 14 h) titled Memo No. 017-2024-PW - Household Hazardous Waste (HHW) Collection Event – Agreements with Surrounding Municipalities, for discussion following item 14 i) Administrative Report No. PW-013-2024 - Household Hazardous Waste Collection Event.

**5. Approval of Agenda**

*Resolution No. 2024-191*

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

**Carried**

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

None

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

a) Zoning By-law Amendment Application No. ZBA-2024-02

**Applicant:** 2338508 Ontario Inc. - Graham and Fraser Houghton

**Property:** 468 Georgina Avenue

**Purpose:** To rezone the subject land from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self storage facility as a permitted use and office space on the second floor.



Mayor Laferriere outlined that the purpose of this public meeting is for one (1) Zoning By-law amendment application. The Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a proposed amendment.

The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendments and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Laferriere declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested the Director of Corporate Services to outline the details of the application.

Shelly Zubych, Director of Corporate Services, utilizing PowerPoint, outlined the background, purpose, and planning analysis related to the Zoning by-law amendment.

The notice of the public meeting was provided via the City Bulletin in accordance with the statutory notice requirements of the Planning Act. No comments were received prior to the public meeting.

Mayor Laferriere inquired if there were any comments from members of the public or Council, and no questions 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:** John Knifton, Managing Partner – JK Development GP<sup>2</sup> Limited

**Property:** Unopened Road Allowance – Portion of Dymond Crescent

**Purpose:** The owner of 121 Davidson Street and a vacant parcel on Dymond Crescent is seeking to purchase a portion of unopened road allowance on Dymond Crescent, to facilitate the future development of the properties for residential purposes.

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 (including history on the original application in 2023, such as the public meeting, zoning by-law amendment, etc.), provided a map of the subject property/ immediate area, illustrated an updated plan for the property, and provided recommendations for the land disposition in accordance with the applicable by-law.

No objections were received prior to the public meeting on the proposed sale; however, two comments from external agencies were received: 1) The ONTC provided Guidelines for Development in Proximity to Ontario Northland Railway Operations for consideration for future development of the property; and 2) Enbridge will require an easement prior to the proposed sale as they have infrastructure in the laneway with service lines to homes. Please note that there can be no structures built on the easement, and access must remain available at all times.

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 property owners, 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. The Director of Recreation commented that the site plan was missing outdoor and indoor bicycle parking area and pedestrian walkways/ sidewalks. The Manager of Transportation commented that the purchaser would be required to maintain the property year-round, and that a traffic impact study may be required.

Next steps would be 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, a purchase and sale agreement, and applicant would be responsible for the easement agreement with Enbridge.

Mayor Laferriere stated that if there are any members of the public wanting to speak to this issue, and James Schlegel, resident expressed that he had an interest in purchasing the lands, and had the following inquiries:

1. What is the intended use for the lane, and will it be used for two-way or one-way traffic. If one-way, what direction will traffic travel?
2. Will the lane be used temporarily during construction for Construction Vehicles only, or on a permanent basis for tenants?
3. Are there any plans to maintain privacy (such as fencing) for the homes adjoining the laneway?
4. Are there plans to remove trees from the laneway during construction?
5. Will there be through access from Broadwood Avenue to the end of Davidson Street?
6. What was the result of the study/consideration for having an access from Lakeshore Road?

Mayor Laferriere indicated that due to technical issues with the City's equipment, the applicant was unable to virtually attend the meeting; therefore, commented that staff would record the comments and respond following the meeting.

Mayor Laferriere inquired if there were any comments from members of Council. Councillor Whalen inquired if the City retained ownership, would there be requirements for City maintenance. The Manager of Transportation Services advised, that the land is not an open maintained roadway, and would stay as such.

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

Resolution No. 2024-192

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation regarding the potential disposition of land from the Municipal Clerk; and

That Council directs staff to proceed with the survey of the portion of Dymond Crescent, and to prepare an administrative report related to the potential disposition of land, for consideration at a future Council meeting.

**Carried**

c) Request for Exemption from the City's Noise By-law

**Applicant:** Rockin' On Canada Day Committee

**Property:** Former Government Agricultural Farm, located on Armstrong Street North

**Purpose:** Application for Exemption under By-law 2012-019, a by-law to prohibit and regulate certain noises within the City of Temiskaming Shores, for the purpose of holding a family event and community celebration on the Canada Day weekend.

Mayor Laferriere outlined that the purpose of this public meeting is to present to Council and to the public, details related to the Noise Exemption application from the Rockin' On Canada Day Committee for an event on the Canada Day long weekend.

The meeting also allows the public to provide comments on the noise exemption request prior to Council making a decision.

Mayor Laferriere declared that this to be an open public meeting, pursuant the City's Noise By-law No. 2012-019, and requested the Clerk, Logan Belanger to outline the details of the application.

The Clerk, utilizing PowerPoint, outlined the background related to the noise exemption request, the event details, reviewed the requirements of the City's Noise By-law.

Notice of the public meeting was provided in accordance with the Noise By-law and was posted in the Temiskaming Speaker and Weekender, beginning on April 25, 2024 and on the City's website.

Mayor Laferriere inquired if there were any comments from members of public or by Council. No comments were received.

Mayor Laferriere declared that this public meeting is closed, and Council will give due consideration to the application, and will consider a memo in New Business this evening.

**8. Review and Adoption of Council Minutes**

Resolution No. 2024-193

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

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

- a) Regular Council Meeting – April 16, 2024; and
- b) Committee of the Whole Meeting – April 30, 2024.

**Carried**

**9. Presentations / Delegations**

None

**10. Correspondence/ Communications**

- a) John Kennedy, City Clerk – City of Peterborough

**Re:** Resolution of Support - Jurisdiction of Ontario's Ombudsman, 2024-04-11

**Reference:** Received for Information

- b) Dr. Glenn Corneil, Acting Medical Officer of Health – Timiskaming Health Unit

**Re:** Agreement with the Timiskaming Health Unit regarding Municipal Community Safety and Well- Being Plan (CSWB) for the period of August 1, 2024 to August 31, 2026, 2024-04-11

**Reference:** Referred to the City Manager for a Report to Council and Associated By-law for Council Consideration

- c) Catalina Blumenberg, Clerk - Prince Edward County

**Re:** Resolution of Support - Call to Action to Meet the Deadline of an Accessible Ontario by 2025

**Reference:** Received for Information

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

- d) Township of the Archipelago

**Re:** Resolution of Support - proposed phasing-out of free private drinking water testing services, 2024-04-19

**Reference:** Received for Information

- e) Earlton-Timiskaming Regional Airport Authority (ETRAA)

**Re:** Financials March 2024

**Reference:** Received for information

Resolution No. 2024-194

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2024-195

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

- a) Minutes from the Active Travel Committee meeting held on March 25, 2024;
- b) Minutes from the All Age Friendly Committee meeting held on March 28, 2024;

- c) Minutes from the Climate Change Committee meeting held on April 4, 2024;
- d) Minutes from the Earleton-Timiskaming Regional Airport Authority (ETRAA) meeting held on December 21 2023;
- e) Minutes from the Temiskaming Shores Public Library Board meeting held on March 27, 2024;
- f) Minutes from the Temiskaming Shores Police Services Board meeting held on March 25, 2024; and
- g) Minutes from the Temiskaming Transit meeting held on March 27, 2024.

**Carried**

## **12. Reports by Members of Council**

### a) Councillor Mark Wilson Conference Reports:

- Building Ties – Temiskaming First Nation Report - April 25, 2024
- FONOM Conference Report – May 6-8, 2024
- Ontario Good Roads Conference Report – April 21-24, 2024

### b) Councillor Nadia Pelletier-Lavigne Conference Report:

- FONOM Conference Report – May 6-8, 2024

## **13. Notice of Motions**

None

#### **14. New Business**

- a) **Town of Whitby - Resolution of Support - Ontario Energy Board's Decision to end the Gas Pipeline Subsidy (Correspondence from the April 16, 2024 Regular Council Meeting)**

Resolution No. 2024-196

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Whereas Council for the Town of Whitby adopted a resolution regarding the Ontario Energy Board's Decision to end the Gas Pipeline Subsidy, at their regular meeting of Council on March 18, 2024; and

Whereas residents are struggling with energy bill increases and need relief; and

Whereas natural gas is no longer the cheapest way to heat homes because electric heat pumps are now much more efficient, can provide all heating needs even in cold climates, and result in far lower energy bills compared to gas heating; and

Whereas natural gas is methane gas, which is a fossil fuel that causes approximately one-third of Ontario's GHG emissions, and must be phased out because it is inconsistent with all climate targets, while heat pumps result in the lowest GHG emissions and are consistent with a zero-carbon future; and

Whereas the Ontario Energy Board (OEB) decided to end a subsidy for methane gas pipelines to be built in new construction developments, effective 2025, finding that this would lower energy bills for existing gas customers and improve affordability for new homebuyers, but this decision is at risk of being overturned by the provincial government; and

Whereas the OEB decision will help lower energy bills and encourage heating systems that are consistent with climate targets and plans; and

Whereas the construction of new methane gas pipelines, which have 60-year lifetimes, will result in higher carbon emissions, higher energy bills, higher future decarbonization retrofit costs to phase out fossil fuel heating, and a continued financial drain as dollars leave the province to pay for fossil fuels extracted in other jurisdictions.

Be it resolved that Council for the City of Temiskaming Shores endorses the Town of Whitby's support for the decision of the Ontario Energy Board to end the gas pipeline subsidy, and to ask the Ontario Government to allow the decision to stand; and



That this resolution be circulated to Premier Doug Ford; the Minister of Energy, Todd Smith; the Minister of Finance, Peter Bethlenfalvy; the Minister of Municipal Affairs and Housing, Paul Calandra; the Associate Minister of Housing, Rob Flack; President of AMO, Colin Best; the Town of Whitby, and the City of Temiskaming Shores Climate Change Committee.

**Carried**

**b) Town of Kirkland Lake – Resolution of Support - Exotic Animals  
(Correspondence from the April 16, 2024 Regular Council Meeting)**

*Resolution No. 2024-197*

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Whereas Council for the Town of Kirkland Lake adopted a resolution regarding exotic animals, at their regular meeting of Council on April 2, 2024; and

Whereas Ontario has more private non-native (“exotic”) wild animal keepers, roadside zoos, mobile zoos, wildlife exhibits and other captive wildlife operations than any other province; and

Whereas the Province of Ontario has of yet not developed regulations to prohibit or restrict animal possession, breeding, or use of exotic wild animals in captivity; and

Whereas exotic wild animals can pose very serious human health and safety risks, and attacks causing human injury and death have occurred in the Province; and

Whereas the keeping of exotic wild animals can cause poor animal welfare and suffering, and poses risks to local environments and wildlife; and

Whereas owners of exotic wild animals can move from one community to another even after their operations have been shut down due to animal welfare or public health and safety concerns; and

Whereas municipalities have struggled, often for months or years, to deal with exotic wild animal issues and have experienced substantive regulatory, administrative, enforcement and financial challenges; and

Whereas the Association of Municipalities of Ontario (AMO), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), and the Municipal Law Enforcement Officers' Association (MLEOA) have indicated their support for World Animal Protection's campaign for provincial regulations of

exotic wild animals and roadside zoos in letters to the Ontario Solicitor General and Ontario Minister for Natural Resources and Forestry.

Be it resolved that Council for the City of Temiskaming Shores supports the The Town of Kirkland Lake's petition to the provincial government to implement provincial regulations to restrict the possession, breeding, and use of exotic wild animals and license zoos, to guarantee the fair and consistent application of policy throughout Ontario for the safety of Ontario's citizens and the exotic wild animal population; and

That a copy of this resolution be forwarded to the Premier of Ontario, Ontario's Solicitor General, Ontario's Minister for Natural Resources and Forestry, MPP Timiskaming-Cochrane, AMO, AMCTO, MLEAO, Timiskaming Municipal Association (TMA), the Federation of Northern Ontario Municipalities (FONOM), and the Town of Kirkland Lake.

**Carried**

**c) Rental of Porta Potties for Event Grounds (general admission) Area - Deferred from the April 30, 2024 Committee of the Whole Meeting**

Resolution No. 2024-198

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-012-2024; and

That Council for the City of Temiskaming Shores approves financial support in the amount of \$6,891, plus applicable taxes to provide for the Rental of 20 Porta Potties for the Rockin' On Canada Day event grounds.

**Carried**

**d) Memo No. 019-2024-CS - Request for Exemption (Noise By-law No. 2012-019) – Rockin' On Canada Day**

Resolution No. 2024-199

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2024-CS; and

That Council for the City of Temiskaming Shores approves an exemption to Section 4.5 of Temiskaming Shores By-law No. 2012-019, for the Rockin' On Canada Day Event, to permit the holding of a family event and community celebration on the Canada Day weekend from Saturday June 29, 2024, beginning at 11:00 a.m. to June 30, 2024 at 2:00 a.m.; and from Sunday June 30, 2024, from 11:00 a.m. until 11:59 p.m.

**Carried**

e) **Memo No. 020-2024-CS – 2024 Municipal Budget for the City of Temiskaming Shores**

Resolution No. 2024-200

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2024-CS; and

That Council directs staff to prepare the necessary by-law to adopt the 2024 Municipal Budget for the City of Temiskaming Shores, for consideration at the May 21, 2024 Regular Council meeting.

**Carried**

f) **Administrative Report No. CS-018-2024 – Tax Ratios, Tax Rates, Water, Sewer and Special Rates**

Resolution No. 2024-201

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2024;

That Council directs staff to prepare the necessary by-law utilizing the Revenue Neutral Tax Ratios for 2024 calculated using a phased-in elimination of the subclass reduction factors, for consideration at the May 21, 2024 Regular Council meeting;

That Council directs staff to prepare the necessary by-law utilizing the 2024 Tax Rates and Water/Sewer Rates, for consideration at the May 21, 2024 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to incorporate a two dollar (\$2.00) increase to the Special Tax Levy for Enhanced Program under

the City of Temiskaming Shores Solid Waste Management Program (By-law 2014-172), as presented within the 2024 budget, for consideration at the May 21, 2024 Regular Council meeting.

**Carried**

- g) **Memo No. 016-2024-PW - Update on Traffic and Parking Administrative Report No. PW-012-2024, from April 30th, 2024 Committee of the Whole Meeting**

Resolution No. 2024-202

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 016-2024-PW; and

That Council directs staff to amend By-law No. 2012-101, as amended, to Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores to modify an Accessible Parking Space, for consideration at the May 21, 2024, Regular Council meeting.

**Carried**

- h) **Memo No. 017-2024-PW - Household Hazardous Waste (HHW) Collection Event – Agreements with Surrounding Municipalities**

Resolution No. 2024-203

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 017-2024-PW;

That Council directs staff to contact surrounding municipalities to discuss participation in the City of Temiskaming Shores Household Hazardous Waste (HHW) Collection Event; and

Further that Council directs staff to prepare the necessary by-laws to enter into agreements with interested municipalities for the collection and disposal services of Household Hazardous Waste, for consideration at a future Regular Council Meeting.

**Carried**

i) **Administrative Report No. PW-013-2024 - Household Hazardous Waste Collection Event**

Resolution No. 2024-204

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-013-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Services Inc. for the provisions of collection and disposal services for the Household Hazardous Waste Collection Event on June 1, 2024, for consideration at the May 21, 2024 Regular Council meeting.

**Carried**

j) **Administrative Report No. RS-013-2024 - Dymond STATO Extension RFT Award**

Resolution No. 2024-205

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-013-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the extension of the STATO Trail from Laurette Street to École Catholique St-Michel, in the amount of \$76,000.00 plus applicable taxes, for consideration at the May 21, 2024, Regular Council meeting.

**Carried**

**15. By-Laws**

Resolution No. 2024-206

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2024-045

Being a By-law to amend By-law No. 2012-101, as amended, to Regulate Traffic and Parking of Vehicles in

	the City of Temiskaming Shores – No Parking Zones, Accessible Spaces and Designated Traffic Lanes
By-law No. 2024-046	Being a by-law to authorize an Agreement with McSweeney & Associates Consulting Inc. for consulting services for the preparation, development, and presentation of a Community Based Strategic Plan for the City of Temiskaming Shores
By-law No. 2024-047	Being a by-law to authorize the execution of a Memorandum of Understanding between The Corporation of the City of Temiskaming Shores and the Temiskaming Shores Public Library for the purpose of operating a Community Fridge Program
By-law No. 2024-048	Being a by-law to authorize a lease agreement with John Blanchard and Tanya Perry for the rental of the Harbour Office at HarbourPlace
By-law No. 2024-049	Being a by-law to enter into a lease agreement with the New Liskeard Lion's Club for cold storage space within Quonset Hut on May Street
By-law No. 2024-050	Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 560 Browning Street (Roll No. 5418-030-012-12705)
By-law No. 2024-051	Being a by-law to adopt an Energy Conservation and Demand Management Plan 2024-2029 for the City of Temiskaming Shores
By-law No. 2024-052	Being a by-law to enter into an agreement with HR Strategies Consulting, Inc. for the purpose of a Comprehensive Organizational Review for the City of Temiskaming Shores
By-law No. 2024-053	Being a by-law to enact a Zoning by-law Amendment to amend the High Density Residential Exception 18 (R4-18) in the City of Temiskaming Shores Zoning By-law 2017-154
By-law No. 2024-054	Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 Term of

	Council (New Liskeard Business Improvement Area Board of Management)
By-law No. 2024-055	Being a by-law to adopt the 2024 Municipal Budget for the City of Temiskaming Shores
By-law No. 2024-056	Being a by-law to establish Tax Ratios for 2024
By-law No. 2024-057	Being a by-law to provide for the adoption of 2024 tax rates for municipal and school purposes and to further provide penalty and interest for payment in default
By-law No. 2024-058	Being a by-law with respect to water and sewer service rates
By-law No. 2024-059	Being a by-law to impose a Special Tax Levy under the City of Temiskaming Shores Solid Waste Management Program (Repeals By-law No. 2023-047)
By-law No. 2024-060	Being a by-law to enter into an agreement with GFL Environmental Services Inc. for the provisions of collection and disposal services for the Household Hazardous Waste Collection Event on June 1, 2024
By-law No. 2024-061	Being a by-law to enter into an agreement with Demora Construction Services Inc. for the extension of the STATO Trail from Laurette Street to École Catholique St-Michel

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 – June 4, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – June 18, 2024 starting at 6:00 p.m.

**17. Question and Answer Period**

None

## **18. Closed Session**

### **Resolution No. 2024-207**

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council agrees to convene in Closed Session at 7:46 p.m. to discuss the following matters:

- a) Adoption of the April 16, 2024 and April 30, 2024 Closed Session Minutes;
- 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 – 547 Barr Drive; and
- c) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Temiskaming Shores OPP Detachment Board Applications for Seat Vacancy.

**Carried**

### **Resolution No. 2024-208**

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 8:38 p.m.

**Carried**

## **Matters from Closed Session**

### **Adoption of the April 16, 2024 and April 30, 2024 Closed Session Minutes**

#### **Resolution No. 2024-209**

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the April 16, 2024 Regular Council meeting, and the Closed Session Minutes from the April 30, 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 – 547 Barr Drive**

Resolution No. 2024-210

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

That Council for the City of Temiskaming Shores acknowledges receipt of Confidential Administrative Report PW-014-2024; and

That Council agrees to retain ownership of the facility located at 547 Barr Drive in New Liskeard.

**Carried**

**Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Temiskaming Shores OPP Detachment Board Applications for Seat Vacancy**

Resolution No. 2024-211

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council directs staff to prepare the necessary by-law to appoint Geegado Megwan Kwe (Rollie Allaire) to the Temiskaming Shores OPP Detachment Board, for consideration at a future Regular Council Meeting.

**Carried**

**19. Confirming By-law**

Resolution No. 2024-212

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that By-law No. **2024-062** 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 April 30, 2024, and for its Regular meeting held on May 21, 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. 2024-213*

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, June 4, 2024 – 3:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

---

**Minutes**

**1. Land Acknowledgement**

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

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

**2. Call to Order**

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

**3. Roll Call**

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

Media: 1  
Delegates: N/A  
Members of the Public: N/A

**4. Review of Revisions or Deletions to the Agenda**

None

**5. Approval of the Agenda**

*Resolution No. 2024-214*

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

**Carried**

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

None

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

None

**8. Public Works**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 018-2024-PW – Environmental Services Operations Update**

Resolution No. 2024-215

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2024-PW, regarding the Environmental Services Update for information purposes.

**Carried**

**2. Memo No. 019-2024-PW –Transportation Department Update**

Resolution No. 2024-216

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2024-PW, regarding the Transportation Services Update for information purposes.

**Carried**

**3. Memo No. 020-2024-PW – Funding Application under the Green Municipal Fund - Growing Canada's Community Canopies (GCCC) Program**

Resolution No. 2024-217

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Whereas, The Corporation of the City of Temiskaming Shores has an interest to increase the tree canopy in municipal spaces, including the Haileybury and New Liskeard Downtown Cores, Algonquin Beach Park and Farr Park.

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2024-PW;

That Council directs staff to apply to the funding opportunity from the Green Municipal Fund's (GMF) Growing Canada's Community Canopies (GCCC) initiative; and

Further that The City of Temiskaming Shores also recognizes that the lifetime contribution from the Growing Canada's Community Canopies initiative will not exceed \$10 million for tree planting within our municipality, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit.

**Carried**

**4. Administrative Report No. PW-015-2024 – Street Light Projects Award**

Resolution No. 2024-218

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2024;

That Council approves the award of the contract to Miller Maintenance for the installation of street light projects, as detailed in Request for Quotation and Post Tender Addendum, PW-RFQ-002-2024 for a total upset limit of \$78,800 plus applicable taxes; and

That Council directs Staff to proceed with procurement of the materials, understanding that lead times are significant, and prepare the necessary by-law to confirm the agreement at the June 18, 2024, Regular Council Meeting.

**Carried**

**5. Administrative Report No. PW-016-2024 – Haileybury Water Treatment Plant – Filter #3 Rehabilitation**

Resolution No. 2024-219

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2024; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #3 at the Haileybury Water Treatment Plant, in the amount of \$ 410,280 plus applicable taxes, for consideration at the June 18, 2024 Regular Council Meeting.

**Carried**

**6. Administrative Report No. PW-017-2024 – Dymond Industrial Phase 1 Road Rehab– Tender Award**

Resolution No. 2024-220

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Dymond Industrial Phase 1 Road Rehabilitation, in the amount of \$700,730 plus applicable taxes, for consideration at the June 18, 2024 Regular Council meeting.

**Carried**

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 013-2024-RS – Federation of Canadian Municipalities - Municipal Fleet Electrification Grant**

Resolution No. 2024-221

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2024-RS; and

That Council directs staff to prepare and submit a funding application to the Green Municipal Fund - Municipal Fleet Electrification Study Grant, in the amount of \$60,000.

**Carried**

**2. Memo No. 014-2024-RS – Active Transportation Plan Progress Update**

Resolution No. 2024-222

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2024-RS, titled Active Transportation Plan Progress Update, for information purposes.

**Carried**

**c) New Business**

None

**10. Fire Services**

**a) Delegations/Communications**

None



**b) Administrative Reports**

**1. Fire Activity Report – May 2024**

Resolution No. 2024-223

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

**Carried**

**c) New Business**

None

**11. Corporate Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Economic Development Projects Update 2024**

Resolution No. 2024-224

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Economic Development Projects Update – 2024, for information purposes.

**Carried**

**2. Memo No. 021-2024-CS – Amend Fees By-law No. 2012-039 – Death Registrations**

Resolution No. 2024-225

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2024-CS, and

That Council directs staff to prepare the necessary by law to amend Schedule A – Administration Corporate Services of By-law No. 2012-039, being a by-law to adopt Schedules of Departmental User fees and Service Charges for the City of Temiskaming Shores, to increase the Death Registration fee (for deaths occurring outside of Temiskaming Shores) to \$30.00, for consideration at the June 18, 2024 Regular Council Meeting.

**Carried**

**3. Administrative Report No. CS-019-2024 – Zoning By-law Amendment Application No. ZBA-2024-02: 468 Georgina Avenue (Houghton)**

Resolution No. 2024-226

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2024;

That Council directs staff to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to rezone the subject land (468 Georgina Avenue) from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self-storage facility as a permitted use; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the June 18, 2024 Regular Council meeting.

**Carried**

**4. Administrative Report No. CS-020-2024 – Agreement with the Timiskaming Health Unit regarding Municipal Community Safety and Well-Being Plan (CSWB)**

Resolution No. 2024-227

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-020-2024;

That Council authorize the Mayor and Clerk to execute a Memorandum of Agreement between The Corporation of the City of Temiskaming Shores and the Timiskaming Health Unit (THU) as described in Section 7.0 Statement of Work for the period of August 1, 2024, to August 31, 2026;

That Council approve the 2024 supplemental contribution for September 1 – December 31, 2024, in the amount of \$14,372.50 to be withdrawn from the Working Capital Reserve for the continued implementation of Timiskaming District CSWB Plan; and

That Council approve the 2025-2026 contribution in the sum of \$54,615.50 from the Health & Social Services Budget for implementation of the Timiskaming District CSWB Plan up to the termination date of August 31, 2026.

**Carried**

**5. Administrative Report No. CS-021-2024 – Sale of Municipal Property: Portion of Unopened Road Allowance Ninth Street and Portion of Two Lanes**

Resolution No. 2024-228

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2024;

That Council directs staff to continue with the disposition of municipal road allowances, being:

- a. Lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423, and

- b. All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423;

in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Matthew Krul and Nerissa Doy as Purchaser, for the above-described road allowances, in the amount of \$1,500 plus taxes (if applicable) plus all associated costs (legal, registration, survey, administration, etc.), in accordance with By-law No. 2015-160, for consideration at the June 18, 2024 Regular Council meeting.

**Carried**

**6. Administrative Report No. CS-022-2024 – FedNor Funding for Northern Ontario Mining Showcase at MINExpo 2024**

Resolution No. 2024-229

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2024; and

That Council directs staff to prepare the necessary by-law to enter a funding agreement with FedNor for the Northern Ontario Mining Showcase at the MINExpo, for consideration at the June 18, 2024 Regular Council meeting.

**Carried**

**c) New Business**

None

**12. Schedule of Council Meetings**

- a) Regular Council Meeting – June 18, 2024 starting at 6:00 p.m.
- b) Committee of the Whole Meeting – July 9, 2024 starting at 3:00 p.m.
- c) Regular Council Meeting – July 9, 2024 starting immediately after the Committee of the Whole Meeting

### **13. Closed Session**

#### **Resolution No. 2024-230**

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 4:17 p.m. to discuss the following matters:

- a) *Section 239(2)(b) of the Municipal Act, 2001* – Personal matter (identifiable individual) – Staffing Update; and
- b) *Section 239(2)(a) of the Municipal Act, 2001* – Security of the Property of the Municipality – Rockin' On Canada Day Event.

**Carried**

#### **Resolution No. 2024-231**

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to rise with report from Closed Session at 4:52 p.m.

**Carried**

### **Matters from Closed Session**

#### ***Section 239(2)(b) of the Municipal Act, 2001* – Personal matter (identifiable individual) – Staffing Update**

#### **Resolution No. 2024-232**

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council directs staff to prepare the necessary by-law to appoint Gabriel Tasse as Building Inspector for the City of Temiskaming Shores, in addition to his appointments as Fence Viewer, Livestock Valuer, and Municipal Law Enforcement Officer for the City, for Council consideration at the June 18, 2024 regular meeting.

**Carried**

**Section 239(2)(a) of *the* Municipal Act, 2001 – Security of the Property of the Municipality – Rockin’ On Canada Day Event**

Council provided direction to staff.

**14. Adjournment**

Resolution No. 2024-233

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council hereby adjourns its meeting at 4:54 p.m.

**Carried**

---

Mayor

---

Clerk



# ADDRESSING VACANT BUILDINGS IN NEW LISKEARD AND HAILEYBURY:

An Economic and Social Perspective

Commissioned by:

Temiskaming Shores & Area Chamber of Commerce

Prepared by:

AI Solutions North

June 13, 2024



## Table of Contents

Executive Summary .....	3
Introduction .....	5
Situation Analysis .....	6
Stakeholder Identification and Perspectives .....	8
List of Stakeholders .....	8
Summary of Stakeholder Concerns .....	8
Economic Impact Assessment .....	10
Economic Costs of Vacant Buildings .....	10
Potential Economic Benefits of Reducing Vacancies .....	10
Policy and Legislative Review .....	12
Zoning and Planning Regulations .....	12
Official Plan .....	12
Building Permits .....	12
Minor Variance and Land Division .....	12
Opportunities for Change .....	12
Tax Incentives for Vacant Buildings .....	13
Benchmark Analysis .....	14
Urban Aesthetics and Historical Preservation By-laws .....	14
Strategies for Homelessness Reduction and Safety Enhancement .....	15
Vacant Building Management and Redevelopment Initiatives .....	16
Deeper Look into Specific By-laws for Vacant Buildings .....	17
Recommendations .....	20
1. Short-term Strategies for Immediate Impact .....	20
2. Long-term Strategies for Sustainable Development .....	20
3. Specific Recommendations .....	21
4. Reevaluating Tax Incentives for Vacant Properties .....	21
5. Proposed By-laws for Managing Vacant Buildings .....	22
Conclusion .....	25



Sources .....	26
Appendices.....	27
Appendix A: Photos of Vacant Buildings in Downtown New Liskeard .....	27
Appendix B: Photos of Vacant Buildings in Downtown Haileybury .....	35
Appendix C: Maps of Vacant Buildings .....	41
Appendix D: Letter of Support from the New Liskeard Business Improvement Area (BIA) .....	46

## Executive Summary

This report, "Addressing Vacant Buildings in New Liskeard and Haileybury: An Economic and Social Perspective," offers a comprehensive analysis of the challenges posed by vacant buildings in these communities, alongside actionable strategies for revitalization. Beginning with a situational analysis, it acknowledges the difficulty in obtaining precise data on the vacancy landscape due to the absence of a comprehensive reporting mechanism. The report notes the existence of a Vacancy Rebate program and mentions the potential for accessing Provincial Land Tax Rebates, though specific uptake details remain limited.

The impact of vacant buildings is multifaceted, affecting local businesses through reduced foot traffic and diminished aesthetic appeal, which in turn can depress property values and complicate operations for surrounding enterprises. In response, the report identifies key stakeholders ranging from business owners to local government and community organizations, emphasizing the varied concerns across homelessness, safety, and the economic and environmental health of the downtown areas.

Central to the report's findings is the significant economic toll vacant buildings exact on communities, from lost tax revenue to increased public safety costs and the broader implications for urban blight and degradation. Conversely, it outlines the potential economic uplift that could be achieved through strategic occupancy and redevelopment efforts, which could enhance public safety, stimulate local economies, and boost tax revenues.

The Policy and Legislative Review section examines existing regulations and identifies opportunities for change, including incentivizing the use of vacant buildings, streamlining processes, and reevaluating tax incentives to encourage redevelopment. The Benchmark Analysis section provides a deeper look into specific by-laws from various cities, offering insights and proven strategies for managing vacant buildings. The recommendations advocate for a mix of short-term and long-term strategies, from offering occupancy incentives and facilitating temporary uses of vacant spaces to advocating for legislative changes and promoting community revitalization programs.

In the conclusion, the report calls on City Council and all community stakeholders to engage collaboratively in implementing these recommendations, highlighting the need for collective action to transform the current challenges into opportunities for sustainable growth and revitalization of New Liskeard and Haileybury's downtown cores.

This executive summary captures the essence and key points of the report, underscoring the imperative for a concerted, multi-stakeholder approach to revitalize the downtown areas of New Liskeard and Haileybury by addressing the issue of vacant buildings.

## Introduction

In the heart of Northern Ontario, the towns of New Liskeard and Haileybury stand as testament to the region's vibrant history and potential for future growth. However, like many communities across Canada, they face the challenge of vacant buildings within their downtown cores—a situation that poses economic, aesthetic, and social challenges. This report, commissioned by the Temiskaming Shores & Area Chamber of Commerce and prepared with insights from various stakeholders, aims to shed light on the current state of these vacant properties, assess their impact on the community, and propose actionable strategies for revitalization.

Through a comprehensive examination of local and provincial policies, stakeholder perspectives, and successful precedents from other Ontario cities and beyond, our goal is to offer a roadmap towards a more vibrant, inclusive, and economically prosperous downtown for New Liskeard and Haileybury. Addressing vacant buildings not only stands to improve the visual appeal of our streetscapes but also serves as a catalyst for broader community benefits, including enhanced public safety, increased property values, and the stimulation of local businesses.

As we present this report to the City Council, we invite all community members to join us in envisioning and working towards a reinvigorated downtown area that reflects the dynamic spirit of New Liskeard and Haileybury, ensuring these towns remain a desirable place to live, work, and visit for generations to come.

## Situation Analysis

In our endeavor to understand the current landscape of vacant buildings within New Liskeard and Haileybury, including specifics such as the number, location, and the duration of vacancies, we sought information from the city administration.

Unfortunately, the city does not maintain a comprehensive database of vacated buildings as there is no requirement for property owners to notify the city upon vacating a building. Consequently, precise data on the vacancy landscape in these areas remains elusive. Additionally, while there is a provision for Provincial Land Tax Rebates for vacant commercial and industrial properties, detailed information and specifics regarding eligibility or utilization rates are not directly accessible through the city.

The Vacant Unit Rebate Program in Ontario began in 2001, offering tax reductions for vacant commercial and industrial properties. Initially introduced to mitigate the shift in tax responsibility from business to property owners with the 1998 Current Value Assessment system, the program aimed to compensate for properties not actively used in business operations. Initially, property taxes were calculated without considering whether a commercial or industrial property was vacant, potentially leading to higher taxes for property owners despite lack of use. As property assessment methods evolved, they began to account for the actual occupancy of properties, adjusting the taxable value to more accurately reflect a property's status, including periods of vacancy. This shift meant the tax system itself became more responsive to vacancies, decreasing the need for separate rebate programs designed to offer tax relief for unoccupied properties. Consequently, many municipalities have phased out this program, recognizing the changed landscape of property assessment and taxation. This shift reflects broader efforts to encourage property occupancy and development.

The city does offer a Vacancy Rebate program for property owners, although it's important to note that the scope and uptake of this program have been limited, with only a few properties applying for such rebates. The rebate program has seen modifications over the years, including a gradual reduction in the rebate amount. Due to privacy regulations, the city is unable to disclose specific details about the properties or their owners who have availed themselves of this program. This situation underscores the complexities and challenges in acquiring detailed data on vacant properties and highlights the nuanced relationship between privacy concerns and public interest in urban planning and development.

Despite the absence of comprehensive data on vacancies and tax rebates, the issue of vacant buildings in the downtown cores of New Liskeard and Haileybury demands attention, as vacant buildings in New Liskeard and Haileybury downtown cores can negatively impact local businesses in several ways:

- **Reduced Foot Traffic:** Vacant buildings can lead to decreased pedestrian activity in the area, directly affecting businesses that rely on walk-in customers.
- **Aesthetics and Perception:** The presence of empty and possibly deteriorated buildings can detract from the overall appeal of a business district, making it less attractive to potential customers and investors.
- **Business Operations:** Surrounding businesses might face challenges in operations, experiencing difficulties in attracting clients or higher insurance premiums due to perceived security risks associated with nearby vacancies.
- **Property Values:** An abundance of vacant buildings can lead to a decrease in property values in the area, potentially affecting the financial stability of existing businesses.

Encouraging the occupancy and maintenance of these buildings could revitalize areas, increase consumer traffic, and improve the business climate. The visual representations provided in Appendices A, B, and C bring this issue into sharp focus. The images in Appendix A and Appendix B showcase the stark reality of the neglected, deteriorating structures that pepper our downtown areas, serving as poignant reminders of the urgent need for intervention. Meanwhile, the maps in Appendix C offer a comprehensive view of the extent and distribution of vacant properties, underscoring the widespread nature of this problem. These visuals not only illustrate the current state of disrepair but also highlight the immense potential for revitalization and the transformative impact that our proposed recommendations could achieve.

## Stakeholder Identification and Perspectives

### List of Stakeholders

1. **Business Owners:** Including retailers, service providers, and property owners along the main streets of New Liskeard and Haileybury.
2. **Local Government:** Municipal officials, city planners, and council members responsible for urban development, zoning, and community services.
3. **Residents:** People living in or near the affected areas, including homeowners, renters, and individuals experiencing homelessness.
4. **Community Organizations:** Non-profits, charities, and advocacy groups focused on housing, urban beautification, economic development, and social services.
5. **Law Enforcement and Public Safety Officials:** Police, fire services, and other agencies concerned with maintaining public order and safety.
6. **Investors and Developers:** Those interested in real estate development or investment opportunities in the area.
7. **Local Schools and Educational Institutions:** Schools within or serving the affected areas, concerned with the welfare and safety of their students.
8. **Tourism Boards and Business Associations:** Entities focused on attracting visitors to the area and supporting business activities.

### Summary of Stakeholder Concerns

1. **Homelessness:** Concerns about the well-being of homeless individuals, the lack of adequate shelter or services, and the impact on the community's perception of safety and attractiveness.
2. **Beauty:** The impact of vacant buildings on the visual appeal of the area, including maintenance, graffiti, and neglect, and the desire for beautification efforts to enhance the streetscape.
3. **Safety:** Perceived increase in crime and antisocial behavior around vacant buildings, concerns over building security, and potential risks of fire or structural hazards.
4. **Economic Impact:** The negative effects on local property values, investment attractiveness, and the viability of existing businesses due to the presence of vacant buildings.
5. **Environmental Health:** Issues related to pest infestations, trash accumulation, and the overall environmental health impact of neglected properties.
6. **Historical Preservation:** The importance of preserving architectural heritage and maintaining the historical character of the neighborhood in redevelopment efforts.

7. **Community Cohesion:** The role of vacant buildings in contributing to a sense of neglect and decay, affecting community morale and identity.
8. **Accessibility and Mobility:** Ensuring redevelopment efforts accommodate the needs of all community members, including considerations for sidewalks, public transportation, and parking.
9. **Sustainability:** The push for incorporating sustainable building practices and green infrastructure in redevelopment or renovation efforts.
10. **Regulatory and Zoning Issues:** Challenges related to local regulations, zoning laws, and the permit process that may hinder revitalization efforts.

Addressing these concerns effectively requires a collaborative effort from all stakeholders, involving dialogue, planning, and action that consider the diverse needs and perspectives within the community. Stakeholder engagement activities, such as surveys, public meetings, and workshops, could be beneficial in gathering detailed insights and developing a consensus-driven approach to revitalization efforts in New Liskeard and Haileybury.



## Economic Impact Assessment

The economic costs associated with vacant buildings and the potential benefits of reducing vacancies are significant factors in urban planning and development. Here's an overview based on general understanding and research findings:

### Economic Costs of Vacant Buildings

1. **Decreased Property Values:** Vacant and dilapidated buildings can lead to a decrease in property values in the surrounding area. This depreciation affects both residential and commercial properties, making the area less attractive for potential buyers and investors.
2. **Lost Tax Revenue:** Vacant buildings contribute less in property taxes than occupied, well-maintained buildings, leading to a decrease in crucial revenue for local governments. This reduction in revenue can affect the funding available for public services.
3. **Increased Public Safety Costs:** Vacant buildings often require more attention from police and fire services due to issues like trespassing, vandalism, and fire hazards. This increases the costs for public safety departments.
4. **Urban Blight and Degradation:** A concentration of vacant buildings can contribute to urban blight, affecting the overall quality of life in the area. This can deter investment and lead to a cycle of decline, further exacerbating economic challenges.
5. **Maintenance and Security Costs:** For property owners, vacant buildings represent ongoing costs without the offset of rental income. These costs include security measures to prevent vandalism and squatting, as well as basic maintenance to prevent further deterioration.

### Potential Economic Benefits of Reducing Vacancies

1. **Increased Property Values:** Filling vacant buildings and revitalizing areas can lead to an increase in property values, benefiting both property owners and the local tax base.
2. **Attraction of Investment:** Vibrant, active streetscapes attract more investment, which can lead to new businesses, residential developments, and improved infrastructure.
3. **Job Creation:** Revitalizing vacant buildings often requires construction, renovation, and ongoing maintenance, creating jobs in these sectors. Furthermore, new businesses that move into these spaces contribute to employment growth.

4. **Enhanced Public Safety:** Occupied buildings tend to have fewer issues with crime and vandalism, reducing the burden on public safety resources and improving the overall sense of community well-being.
5. **Stimulation of Local Economy:** New businesses and residents contribute to the local economy, supporting local retail, services, and community activities. This economic stimulation can have a multiplier effect, encouraging further growth and investment.
6. **Increased Tax Revenue:** Occupied and improved properties contribute more in taxes, providing local governments with increased revenue for public services and infrastructure improvements.

## Policy and Legislative Review

The Policy and Legislative Review segment explores the regulatory environment impacting vacant buildings in New Liskeard and Haileybury. This review sets the stage for identifying both the strengths and weaknesses in policies to understand how they can be improved or more effectively implemented.

## Zoning and Planning Regulations

- **What's Happening:** The city uses a set of rules called "Zoning By-law 2017-154" to decide what can be built where. This by-law helps determine if a property can be used for housing, businesses, or other purposes.
- **Why It Matters:** If you own a vacant building and want to change its use or make big changes, you might need to ask the city for permission. This could involve applying for a change to the zoning rules for your property.

## Official Plan

- **Big Picture Plans:** The city has a long-term plan, called the "Official Plan," which outlines what they want the city to look like in the future, including where homes and businesses should be.
- **Aligning with Broader Goals:** This plan must match up with bigger provincial rules to make sure everything from housing to preserving nature is considered.

## Building Permits

- **Safe Building:** Before you start building or making major changes, you usually need a "Building Permit." This ensures that your plans are safe and follow the Ontario Building Code.
- **Permit Process:** This process checks your construction plans to make sure they're safe and fit within the city's and province's rules.

## Minor Variance and Land Division

- **Small Adjustments:** If your building project doesn't quite fit the rules but is close, you might need a "Minor Variance." This is like asking for a small exception.
- **Splitting Land:** If you want to divide your property into smaller lots, you'll need permission through a "Consent to Sever" application.

## Opportunities for Change

- **Encouraging Use of Vacant Buildings:** The city could look for ways to make it easier to fix up and use vacant buildings. This might include making the rules more flexible or offering incentives.

- **Streamlining Processes:** Simplifying how you apply for changes or permits could help get vacant buildings back into use faster, benefiting the community and the economy.

## Tax Incentives for Vacant Buildings

- **Provincial Mandates in Action:** In addition to zoning, planning, and building regulations, Temiskaming Shores administers provincially mandated programs, including a commercial vacancy rebate program. This program offers tax rebates to owners of vacant commercial properties, providing a financial incentive to maintain properties even when they are not in use.
- **Implications for Property Owners:** This tax incentive could impact decisions on the management and future use of vacant properties. It represents an existing effort to mitigate some of the economic challenges associated with maintaining vacant buildings.

In essence, the city of Temiskaming Shores has a structured approach to manage how land and buildings are used, focusing on safety, planning for the future, and ensuring that changes align with both local and provincial visions. For vacant buildings, understanding these regulations is crucial, and there are opportunities to advocate for processes that support revitalization and beneficial use of these properties.

## Benchmark Analysis

To enhance the downtown cores of New Liskeard and Haileybury, it's instructive to consider how similar concerns have been addressed in Ontario cities renowned for their vibrant and attractive downtown areas. These cities have implemented specific by-laws and strategies to tackle issues related to vacant buildings, homelessness, aesthetics, and safety—areas of concern also identified by business owners in New Liskeard and Haileybury. By examining these practices, we can derive actionable insights and tailor these approaches to our local context, thereby revitalizing our downtown cores in a manner that aligns with the needs and aspirations of our community. This examination not only provides a roadmap for improvement but also underscores the importance of proactive measures in fostering dynamic and welcoming downtown areas.

### Urban Aesthetics and Historical Preservation By-laws

Focusing on effective urban planning and the specific by-laws that contribute to the beauty and functionality of downtown areas, here are some examples from Ontario cities. These by-laws are crucial in preserving historical character, enhancing aesthetics, and ensuring sustainable development:

1. **Heritage Preservation By-Laws (Kingston, Niagara-on-the-Lake):** These by-laws protect historical buildings and districts, ensuring any alterations or developments maintain the architectural integrity and heritage value of the area. Kingston, for example, has multiple heritage districts with specific guidelines for preservation.
2. **Waterfront Development Policies (Burlington, Cobourg):** Burlington and Cobourg have policies focused on waterfront development, ensuring public access to waterfronts, promoting recreational use, and protecting natural landscapes along their lakefronts.
3. **Zoning By-Laws for Mixed-Use Development (Guelph, Cambridge):** These by-laws encourage mixed-use developments within downtown areas, promoting a blend of residential, commercial, and cultural spaces to create vibrant, walkable communities.
4. **Public Realm Improvements (Stratford, Elora):** Stratford and Elora have implemented by-laws and policies that invest in public realm improvements, including streetscaping, public art, and pedestrian-friendly infrastructure, enhancing the overall aesthetic and functionality of the downtown core.
5. **Site Plan Control By-Laws (St. Catharines, Ottawa):** Site plan control by-laws allow cities like St. Catharines and Ottawa to review and approve the design and

layout of new developments or significant alterations to ensure they are compatible with the surrounding area and meet urban design standards.

6. **Tree Preservation and Planting By-Laws (Toronto, Burlington):** These by-laws mandate the preservation of existing trees and require the planting of new trees in development projects, contributing to the green canopy and overall beauty of downtown areas.
7. **Facade Improvement Programs (Stratford, Kingston):** Some cities offer facade improvement grants or loans to property owners in designated areas to encourage the restoration and upkeep of building facades, contributing to the aesthetic appeal and historical preservation of downtown districts.
8. **Outdoor Patio and Sidewalk Café By-Laws (Toronto, Guelph):** Regulations that facilitate the establishment of outdoor patios and sidewalk cafes help create lively and attractive street-level activity, enhancing the vibrancy and appeal of downtown areas.
9. **Signage By-Laws (Niagara-on-the-Lake, Cambridge):** Strict controls on signage ensure that any signs in the downtown area are in keeping with the architectural character and scale of the surroundings, preventing visual clutter.

These by-laws and policies play a critical role in shaping the physical and social fabric of downtown areas, balancing preservation with progress to create spaces that are both beautiful and functional. Each city tailors its approach to urban planning to reflect its unique heritage, landscape, and community aspirations.

## Strategies for Homelessness Reduction and Safety Enhancement

Here are specific examples from some Ontario cities, detailing how they address homelessness and improve safety in their downtown areas:

### 1. **Toronto:**

- **Housing First Approach:** Toronto implements the Housing First model through programs like Streets to Homes, which provides permanent housing and supportive services directly to homeless individuals.
- **Safe Injection Sites:** Toronto has established supervised injection sites as part of its harm reduction strategy, aiming to improve public health and reduce drug-related harm in downtown areas.

### 2. **Ottawa:**

- **Outreach Programs:** The city has funded outreach services that connect individuals experiencing homelessness with essential services, aiming to address immediate needs and facilitate access to longer-term housing solutions.

	<ul style="list-style-type: none"> <li>• <b>Community Policing:</b> Ottawa Police Service engages in community policing efforts, including foot patrols and collaboration with social services, to address safety and wellness concerns in the downtown area.</li> </ul>
3.	<b>Kingston:</b> <ul style="list-style-type: none"> <li>• <b>Public-Private Partnerships for Supportive Housing:</b> Kingston has engaged in partnerships with non-profit organizations to develop supportive housing projects that offer permanent housing solutions accompanied by a range of supportive services.</li> </ul>
4.	<b>Guelph:</b> <ul style="list-style-type: none"> <li>• <b>Downtown Safety and Wellbeing Initiative:</b> Guelph launched initiatives focusing on improving downtown safety through increased lighting, the presence of community outreach teams, and programs aimed at reducing conflicts in public spaces.</li> </ul>
5.	<b>Burlington:</b> <ul style="list-style-type: none"> <li>• <b>Infrastructure Improvements:</b> Burlington has invested in infrastructure enhancements, including pedestrian-friendly street designs and improved lighting, to make downtown areas more accessible and safe.</li> </ul>
6.	<b>Niagara-on-the-Lake:</b> <ul style="list-style-type: none"> <li>• <b>Community Engagement and Services:</b> Although primarily known for its historic and tourism aspects, Niagara-on-the-Lake includes community engagement programs with the goal of fostering a sense of ownership, pride, and collective responsibility among community members, ensuring the downtown remains a safe, welcoming, and vibrant place for residents and visitors alike.</li> </ul>

Each city's approach to addressing homelessness and improving downtown safety reflects its unique challenges and opportunities. While specific strategies and programs may vary, successful efforts often involve a combination of direct support services, strategic partnerships, community engagement, and infrastructure investments, all aimed at creating vibrant, safe, and inclusive downtown areas.

## Vacant Building Management and Redevelopment Initiatives

Here are some known measures from some of Ontario's cities for managing vacant commercial properties:

1. **Vacant Property Taxation/Increased Taxes:** Toronto has been considering implementing a tax on vacant homes to encourage occupancy and increase housing supply, aiming to deter property speculation. While this is more

residential-focused, the concept could be applied to commercial properties to stimulate occupancy and development.

2. **Vacant Building Registry:** The Vacant Building Registry By-law in St. Catharines mandates owners to register vacant properties, ensuring they meet safety and maintenance standards. Owners must update the city bi-weekly on the property's status. The by-law includes a one-time administrative fee and an annual registration fee for enhanced monitoring. This approach helps the city monitor and enforce property standards, potentially leading to improved maintenance and quicker occupancy of vacant properties.
3. **Vacant Unit Rebate Program:** Previously available in many Ontario cities, including Toronto, this program offered tax rebates for vacant commercial units. The intent was to alleviate the financial burden on property owners during vacancies. Many municipalities, including Toronto, have phased out this program, aiming to encourage property occupancy more actively. The cancellation suggests a shift towards strategies that more directly incentivize the activation of vacant spaces.
4. **Redevelopment Incentives:** Many cities offer incentives for redevelopment, which can include grants or tax incentives for converting vacant commercial properties to mixed uses. Such measures aim to encourage investment in underutilized properties, potentially reducing vacancies by making redevelopment financially attractive.
5. **Flexible Zoning and Land Use Policies:** Toronto has explored flexible zoning policies, allowing for a broader range of uses in traditionally single-use zones. This approach can enable commercial properties to be repurposed for residential or mixed uses, potentially reducing vacancies by accommodating more diverse development needs.
6. **Municipal Acquisition and Repurposing:** This strategy involves cities, like Toronto, acquiring vacant or underutilized properties for community benefits. An example is the City of Toronto's initiative to transform surplus public lands into affordable housing. While primarily focused on residential development, this strategy highlights how municipal intervention can repurpose vacant spaces for public good.

## Deeper Look into Specific By-laws for Vacant Buildings

Given the complexity and impact of managing vacant buildings effectively, it is essential to explore specific by-laws from various cities that have successfully addressed these challenges. This subsection provides a comparative analysis of existing by-laws related to vacant buildings. These examples serve as valuable templates and highlight effective



strategies that can be adapted for New Liskeard and Haileybury. This deeper examination is warranted to ensure that our proposed by-laws are robust, practical, and grounded in proven practices. The following summaries provide detailed insights into their strategies, fees, and enforcement mechanisms:

#### 1. **City of London:**

- **Inspection and Work Orders:** Vacant buildings that pose a safety risk or public nuisance can be added to an inspection registry. The city conducts regular exterior inspections, and owners are responsible for inspection fees. If an owner fails to comply with a work order, the city may secure the building and charge the owner for the work. Inspection fees and compliance work costs are added to the property tax roll if not paid within 30 days.

#### 2. **City of Hamilton:**

- **Registration and Maintenance:** Owners must register vacant buildings, and the city conducts proactive inspections at least four times a year. Specific fees for inspections include administrative costs and regular inspections. Fines for non-compliance can reach up to \$10,000 for individuals and \$50,000 for corporations. This by-law ensures buildings are maintained and secured to prevent them from becoming hazards.

#### 3. **City of St. Catharines:**

- **Registry and Fees:** Owners must register vacant buildings and provide updates every two weeks on property standards and security measures. An initial administrative fee of \$350 and an annual registration fee of \$800 are charged to cover the costs of enhanced monitoring. This encourages property owners to fill vacant buildings, improving the commercial building supply and community aesthetics.

#### 4. **City of Brantford:**

- **Annual Registration and Fees:** Vacant buildings must be registered if unoccupied for more than 60 days, with an annual renewal if the building remains vacant. Fees are \$270 for the first year and \$600 for each subsequent year. Owners must secure vacant buildings from unauthorized entry and turn off utilities to prevent hazards like fire or flood.

#### 5. City of Ottawa:

- **Vacant Property Permit:** Buildings unoccupied for 120 consecutive days must obtain a vacant property permit. Owners are required to maintain the property, including waste removal, grass cutting, and graffiti removal. The permit system aims to increase accountability and encourage the redevelopment of vacant properties. Fees cover administrative and enforcement costs.

#### 6. City of Winnipeg:

- **Inspection Fees:** The city charges annual inspection fees ranging from \$605 to \$1200, with additional fees for boarding vacant buildings. These fees cover the cost of regular inspections to ensure compliance with maintenance and security standards.

#### 7. City of Seattle:

- **Monitoring Fees:** The city charges monthly fees ranging from \$271.85 to \$542.60 for monitoring vacant buildings. These fees cover regular inspections and maintenance to prevent unauthorized entry and deterioration from the weather. Buildings with multiple complaints or those in the development process are prioritized for monitoring.

By looking at what other cities have done or are considering doing, we can find valuable lessons for revitalizing our own cities. Regarding the impact of these measures on reducing vacant buildings, the outcomes can vary widely based on implementation, enforcement, economic conditions, and other local factors. Comprehensive studies or municipal reports would be needed to assess the direct impact of each measure on vacancy rates.

## Recommendations

Based on the comprehensive analysis presented in this report, we have developed a set of recommendations aimed at addressing the issue of vacant buildings in New Liskeard and Haileybury. These recommendations are informed by the detailed situation analysis, stakeholder perspectives, economic impact assessment, policy and legislative review, and benchmark analysis of successful strategies from other cities. Our goal is to provide actionable strategies that can revitalize the downtown areas, enhance public safety, and stimulate economic growth. The following recommendations are structured to offer both broad strategic initiatives and specific regulatory measures.

### 1. Short-term Strategies for Immediate Impact

#### *Incentive Programs for Occupancy*

- **Tax Incentives:** Provide tax rebates or reductions for businesses that choose to occupy vacant buildings, encouraging immediate use.
- **Grant Programs:** Offer grants to cover a portion of the renovation costs for businesses willing to move into vacant properties.
- **Pop-Up Shop Initiatives:** Facilitate temporary leases for pop-up shops, providing a low-cost opportunity for entrepreneurs and artists to utilize vacant spaces temporarily.

#### *Temporary Uses for Vacant Spaces*

- **Art Installations and Community Events:** Use vacant lots or buildings for art installations, markets, or community events, which can increase foot traffic and interest in the area.
- **Urban Gardens:** Transform vacant lots into community gardens or green spaces, enhancing community engagement and beautification efforts.

### 2. Long-term Strategies for Sustainable Development

#### *Legislative Changes*

- **Flexible Zoning Laws:** Advocate for changes to zoning laws to allow for mixed-use developments, making it easier to repurpose buildings for residential or commercial use.
- **Streamlining Permit Processes:** Simplify the application process for renovations and new businesses to encourage investment in vacant properties.

#### *Community Revitalization Programs*

- **Comprehensive Redevelopment Plans:** Develop long-term plans focusing on the revitalization of specific areas, incorporating community input and sustainable urban development practices.

- **Historic Preservation Incentives:** Create incentives for preserving and rehabilitating historic buildings, combining economic development with cultural heritage conservation.

### 3. Specific Recommendations

#### *Addressing Homelessness*

- **Partner with Nonprofits:** Collaborate with local nonprofits to provide supportive housing and services aimed at reducing homelessness.
- **Utilize Vacant Buildings for Shelters:** Explore possibilities for converting some vacant buildings into temporary shelters or affordable housing units.

#### *Enhancing Beauty*

- **Facade Improvement Grants:** Offer grants to property owners for improving the exterior appearance of buildings, making the streetscape more attractive.
- **Public Art Programs:** Commission murals or sculptures for public spaces and blank building facades to add visual interest and cultural value.

#### *Improving Safety*

- **Increased Lighting:** Enhance street lighting in areas with vacant buildings to improve nighttime visibility and safety.
- **Community Policing:** Engage local law enforcement in community policing efforts, focusing on areas with high vacancy rates to deter crime.

### 4. Reevaluating Tax Incentives for Vacant Properties

- **Current Challenges:** The existing tax rebate for vacant commercial properties may inadvertently discourage owners from redeveloping or repurposing their buildings. By offering financial relief, this policy reduces the immediate costs associated with vacancy, potentially making it more financially viable for owners to leave properties vacant.
- **Proposed Shift:** Implementing a graduated tax increase on long-term vacant properties could motivate owners to activate these spaces. Increased taxes on prolonged vacancies would encourage property owners to consider leasing, selling, or repurposing their properties more urgently, aligning with broader community revitalization goals.
- **Balanced Approach:** It's crucial to balance increased taxes with support mechanisms, such as grants or loans for renovations, to ensure property owners are supported in their efforts to bring buildings back into use.

## 5. Proposed By-laws for Managing Vacant Buildings

Given the complexity and impact of managing vacant buildings effectively, it is essential to establish robust by-laws tailored to New Liskeard and Haileybury. This subsection presents a comprehensive set of proposed by-laws based on successful examples from other cities and tailored to address our local needs. These specific by-laws are crucial for ensuring that vacant buildings are managed proactively, maintained properly, and repurposed efficiently to benefit the community.

### *Part 1: Zoning By-laws*

#### **1.1 Adequate Signage Requirement:**

- All downtown commercial properties must display a sign indicating the name of the retailer operating within the premises to enhance identification and aesthetic appeal.

#### **1.2 Prohibition on Solely Storage Use:**

- Downtown buildings must not be used solely for storage purposes. Properties must have an active commercial use contributing to the area's economic vibrancy.

### *Part 2: Penalties and Enforcement By-laws*

#### **2.1 Photo Submission for Vacant Buildings:**

- Owners must submit photos showing that the building is secure, safe, clean, and well-maintained. This includes the front door, roof, no garbage around the property, and no fire code violations. Photos must be submitted quarterly (every three months) to the by-law enforcement division.

#### **2.2 Signage Requirement After 6 Months:**

- If vacant for more than 6 months, a building must display a sign indicating that the space is for rent, lease, or sale, with a registered working phone number on file with the city.

### **2.3 Graduated Property Tax Penalties:**

- A property tax penalty scale for vacant commercial properties:
  - After 16 months: 5% increase and mandatory in-person meeting with the city
  - After 24 months: 10% increase
  - After 5 years: 25% increase and review of compliance measures
  - After 10 years: 50% increase
  - After 15 years: 100% increase

### **2.4 Owner Reporting and Meeting Requirement:**

- After 16 months of vacancy, owners must provide appropriate information to the city and schedule an in-person meeting to discuss the building's status and future plans.

### **2.5 Penalties for Non-compliance and Vandalism:**

- Instances of vandalism or damage (e.g., spray paint) must be repaired within 72 hours of notification by a by-law enforcement officer or face a \$2,000 fine.

## *Part 3: Additional Clauses*

### **3.1 Regular Inspections:**

- Vacant buildings will be subject to regular inspections every six months to ensure compliance with maintenance and safety standards. Inspection fees will be \$150 per inspection, which will be charged to the property owner.

### **3.2 Immediate Hazard Mitigation:**

- The city may secure a building deemed an immediate hazard without prior notice, with costs charged to the owner.

### **3.3 Compliance with Heritage Preservation:**

- Vacant buildings designated as heritage properties must comply with all applicable heritage preservation laws and by-laws.

### **3.4 Utility Management:**

- Utilities for vacant buildings must be turned off to prevent unsafe conditions like fire or flood.

### **3.5 Display of Contact Information:**

1. After 6 months of vacancy, vacant properties must display a contact notice with an up-to-date, actively monitored phone number and maintain civic numbering.

### **3.6 Log Maintenance:**

- Owners must maintain a log of any by-law violations and remedial actions undertaken, including the dates of property visits and actions taken.

These recommendations, supported by thorough analysis and best practices, are designed to address the multifaceted challenges posed by vacant buildings. By implementing these measures, New Liskeard and Haileybury can foster a vibrant, safe, and economically prosperous downtown environment.

## Conclusion

In conclusion, this report has illuminated the challenges and opportunities presented by vacant buildings in New Liskeard and Haileybury, highlighting the impact on local businesses, aesthetics, and public safety. Recommendations span short-term incentives for occupancy, long-term sustainable development strategies, specific actions to address homelessness, enhance beauty, and improve safety, alongside a critical evaluation of tax incentives. The proposed by-laws provide a comprehensive framework for managing vacant buildings, drawing on successful examples from other cities to ensure effectiveness and practicality.

Furthermore, the support from the New Liskeard Business Improvement Area (BIA), as detailed in Appendix D, underscores the community's collective commitment to these initiatives. Their endorsement highlights the broad consensus and shared vision for revitalizing our downtown areas.

We call upon City Council and all stakeholders to collaborate on these recommendations, fostering a revitalized, vibrant, and inclusive downtown. The path forward requires collective action and commitment to transform challenges into catalysts for community growth and prosperity.



## Sources

Sources consulted for the compilation of this report:

1.	<b>Municipal Government Websites:</b> <ul style="list-style-type: none"><li>City-specific by-laws, policies, and initiatives (e.g., Vacant Building Registry, Urban Development Plans).</li></ul>
2.	<b>Government of Canada:</b> <ul style="list-style-type: none"><li>Policies and programs addressing homelessness, housing, and urban development.</li></ul>
3.	<b>Canadian Mortgage and Housing Corporation (CMHC):</b> <ul style="list-style-type: none"><li>Research, reports, and statistics on housing trends and strategies.</li></ul>
4.	<b>Provincial Government Websites:</b> <ul style="list-style-type: none"><li>Provincial policies on real estate, urban planning, and homelessness.</li></ul>
5.	<b>Urban Planning and Development Journals:</b> <ul style="list-style-type: none"><li>Scholarly articles on successful urban revitalization strategies and case studies.</li></ul>
6.	<b>Public Health and Safety Organizations:</b> <ul style="list-style-type: none"><li>Strategies for addressing public safety and homelessness in urban areas.</li></ul>
7.	<b>Non-Profit Organizations Focused on Housing and Homelessness:</b> <ul style="list-style-type: none"><li>Reports and case studies on effective interventions and support programs.</li></ul>
8.	<b>Civic Associations and Business Improvement Areas (BIAs):</b> <ul style="list-style-type: none"><li>Initiatives and reports on downtown revitalization and economic development.</li></ul>
9.	<b>Urban Design and Architecture Publications:</b> <ul style="list-style-type: none"><li>Articles and case studies on aesthetic improvements and design strategies for urban areas.</li></ul>
10.	<b>Academic Institutions with Urban Studies Programs:</b> <ul style="list-style-type: none"><li>Research and publications on urban policy, planning, and design.</li></ul>
11.	<b>Conversational AI Insights:</b> <ul style="list-style-type: none"><li>OpenAI's ChatGPT: Discussions and synthesized knowledge on urban development strategies, municipal policies, and revitalization efforts, up to April 2023.</li></ul>

## Appendices

### Appendix A: Photos of Vacant Buildings in Downtown New Liskeard

This section provides a visual representation of the vacant buildings in New Liskeard. These images highlight the current state of these properties and underscore the need for the proposed by-laws and revitalization efforts. The photos are a subsample of the vacant building crisis, illustrating the broader issue that needs addressing.

*Photo 1:*



**Description:** A broken window is visible, with glass shards and debris scattered on the ground. The building appears unkempt, contributing to a sense of urban blight and posing safety hazards for pedestrians and the community. The condition of this property underscores the importance of the proposed by-laws for ensuring regular maintenance and safety compliance.

*Photo 2:*



**Description:** The photo depicts a severely deteriorated building. The structure shows significant damage, with collapsed sections and exposed, broken framework. Overgrown vegetation surrounds the building, emphasizing the neglect and disrepair. The condition of this property highlights the urgent need for intervention and maintenance to prevent further decay and potential hazards.



*Photo 3:*



**Description:** The photo shows a broken window on the side of a commercial building. The glass is shattered and the window frame appears damaged. The overall state of the window suggests neglect and lack of maintenance, contributing to the building's unkempt appearance and posing potential safety hazards.

Photo 4:



**Description:** The door is boarded up, and the windows are covered with paper, obstructing any view into the interior. The facade is wrapped in Ty-par, indicating that the building may be undergoing renovation or repair. However, the visible wear and incomplete state of the exterior suggest ongoing neglect or stalled renovations, contributing to the overall appearance of disrepair in the area.



Photo 5:



**Description:** The windows are covered with paper, blocking the view inside, and the exterior shows signs of neglect. The fire escape on the side of the building appears old and rusty. The overall condition of the building suggests it has been vacant for some time, adding to the visual blight of the area and emphasizing the need for revitalization efforts.

Photo 6:



**Description:** The large windows are covered with paper, obscuring the view inside, and display visible water damage and stains. The facade above the windows appears to have a faded sign, indicating that the building has been vacant for some time. The condition of the exterior suggests neglect and lack of maintenance, contributing to the overall sense of disrepair and highlighting the need for intervention and revitalization.

Photo 7:



**Description:** The photo shows a broken and exposed electrical box on the exterior wall of a commercial building. The surrounding wall has peeling paint and visible cracks, indicating neglect. The exposed wiring poses a significant safety hazard, highlighting the urgency for repair and maintenance to prevent potential electrical accidents and ensure public safety.



*Photo 8:*



**Description:** The photo shows a section of a commercial building in New Liskeard. The window is broken, with shards of glass scattered on the windowsill and ground. The paint on the windowsill is peeling, and the metal bars are rusted. The visible damage and neglect highlight the building's deteriorating condition, emphasizing the need for maintenance and repair to ensure safety and improve the appearance of the area.

## Appendix B: Photos of Vacant Buildings in Downtown Haileybury

This section provides a visual representation of the vacant buildings in Haileybury. These images emphasize the current state of these properties and the urgency for implementing the proposed recommendations. The photos are a subsample of the vacant building crisis, illustrating the broader issue that needs addressing.

*Photo 1:*



**Description:** The window is broken, with cracks visible across the glass. The area around the window is neglected, with weeds growing and debris scattered on the ground. The condition of the window and surrounding area highlights the need for repair and maintenance to improve safety and the appearance of the neighborhood.

Photo 2:



**Description:** The photo shows a vacant commercial property that once operated as a gas station and convenience store in Haileybury. The large parking area in front is empty, and the buildings display signs of neglect and disuse. The surroundings appear overgrown with weeds, and the exteriors of the buildings show wear and deterioration. The image underscores the need for revitalization and redevelopment efforts to bring new life and business activity to this area.



Photo 3:



**Description:** The building has a deteriorating facade with visible graffiti. The upper windows are in poor condition, with peeling paint and broken glass. The overall appearance of the building indicates significant neglect and disrepair, underscoring the need for revitalization and maintenance efforts to improve the safety and aesthetics of the area.

*Photo 4:*



**Description:** The photo shows the interior of a vacant commercial building in Haileybury. The space is gutted, with exposed wooden beams and studs, and missing drywall. Electrical wires and ductwork are visible, indicating incomplete renovations or ongoing construction. The floor is covered in dust and debris, suggesting a prolonged period of disuse and neglect. This interior view highlights the extensive work required to make the building safe and functional again, underscoring the importance of revitalization efforts for such properties.



Photo 5:



**Description:** The exterior features a mix of red brick and green stucco, with a visibly faded sign and worn-out wooden panels on the lower half of the facade. The windows are covered with paper, obscuring the view inside. The overall appearance suggests neglect and a need for maintenance and renovation to restore the building's functionality and appeal.

Photo 6:



**Description:** The building has a red brick exterior with white trim and features a unique black wooden panel design on the ground floor. This panel displays chalk drawings and a mosaic, giving the building a more maintained and artistic appearance compared to other vacant buildings in the area. The windows on the upper floor are intact but show minor signs of wear. Overall, the building appears to be in better shape than most of the other vacant properties, indicating a higher level of care and potential for revitalization.

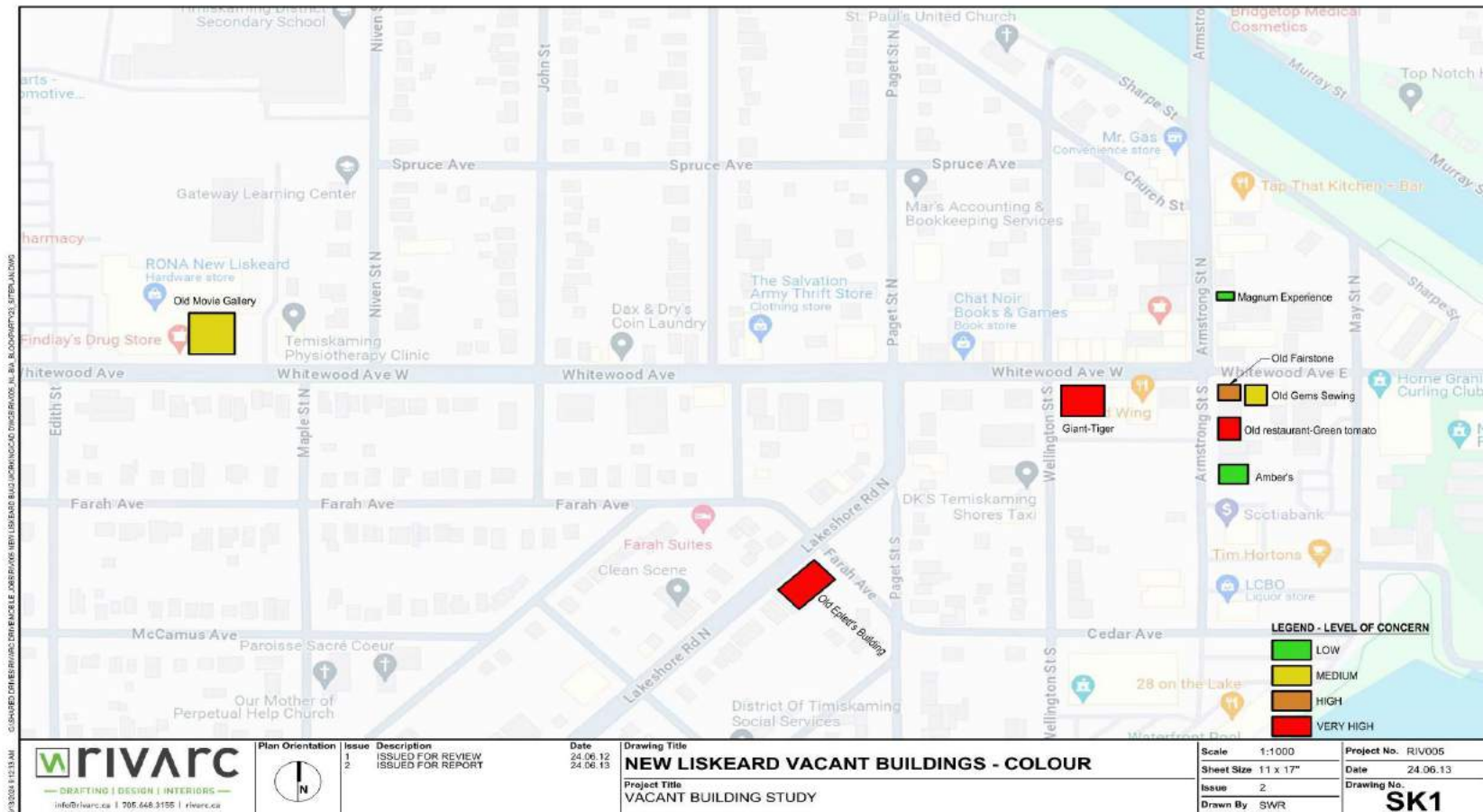
## Appendix C: Maps of Vacant Buildings

This appendix includes maps of the vacant buildings in New Liskeard and Haileybury. These maps provide a visual representation of the locations and levels of concern associated with each vacant building. To ensure clarity and usability, we have included both color-coded maps and black-and-white versions. The color-coded maps highlight the varying levels of concern for each property, while the black-and-white versions are provided for reference in case there is any disagreement with our color-coding system. These maps are intended to support our analysis and recommendations by providing a clear overview of the vacant building situation in both communities. They will help in visualizing the extent of the issue and prioritizing areas for intervention.



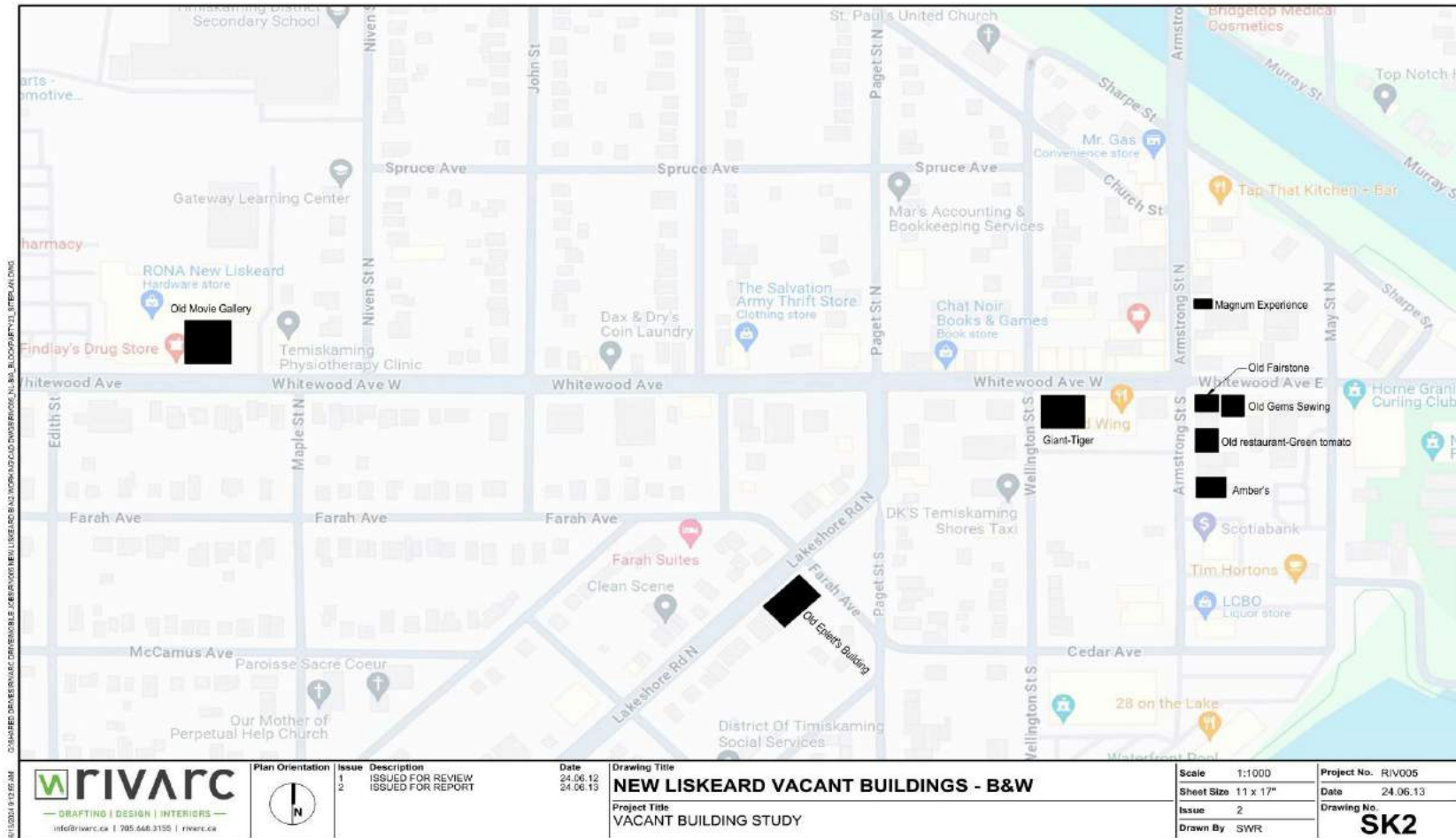
## New Liskeard Vacant Buildings - Colour

- This map shows the vacant buildings in New Liskeard with a color-coded system indicating the level of concern (low, medium, high, very high) for each property.



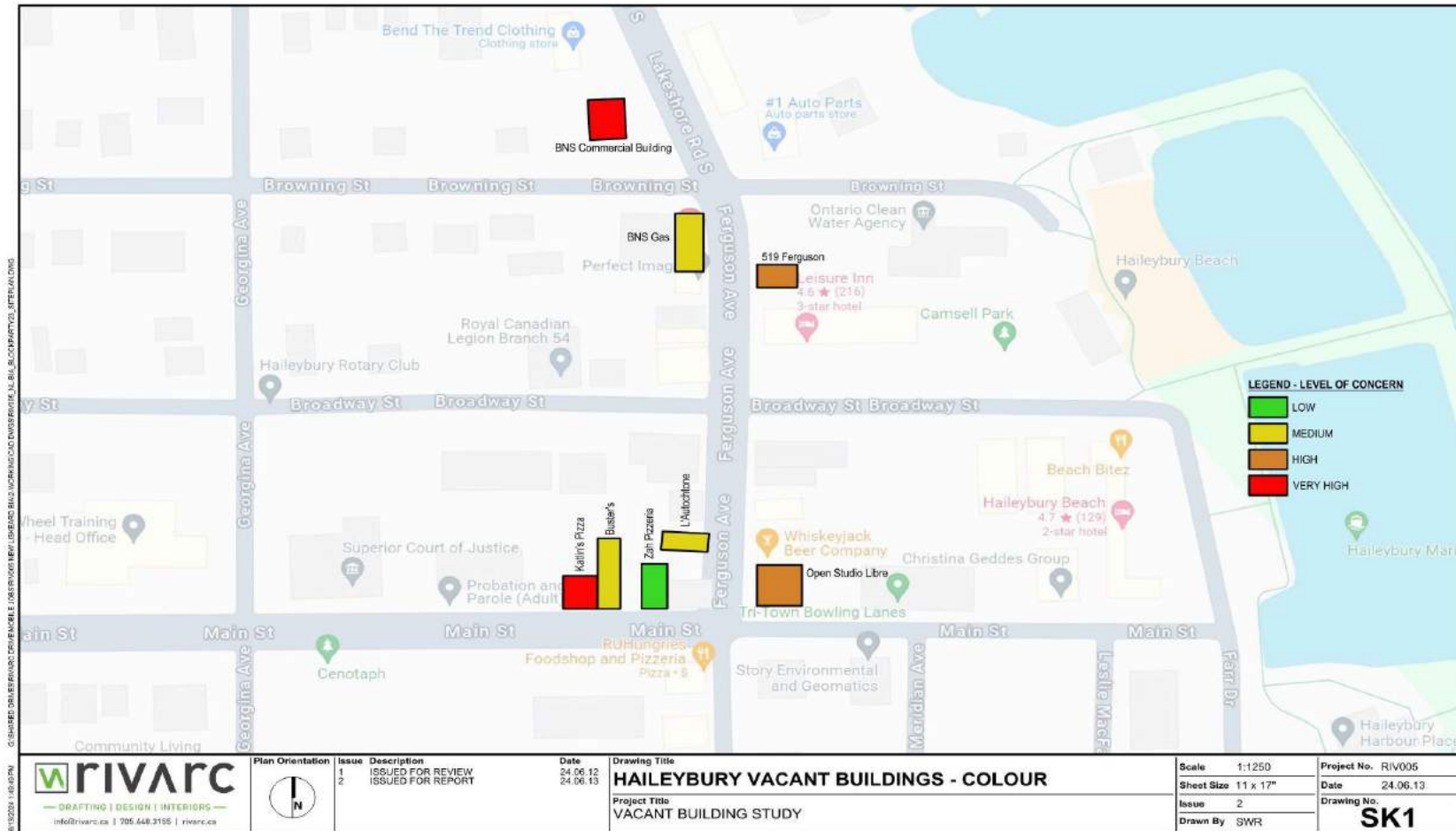
## New Liskeard Vacant Buildings - B&W

- This black-and-white version of the map provides the same information without the color-coding, for use in discussions where the color scheme may not be preferred.



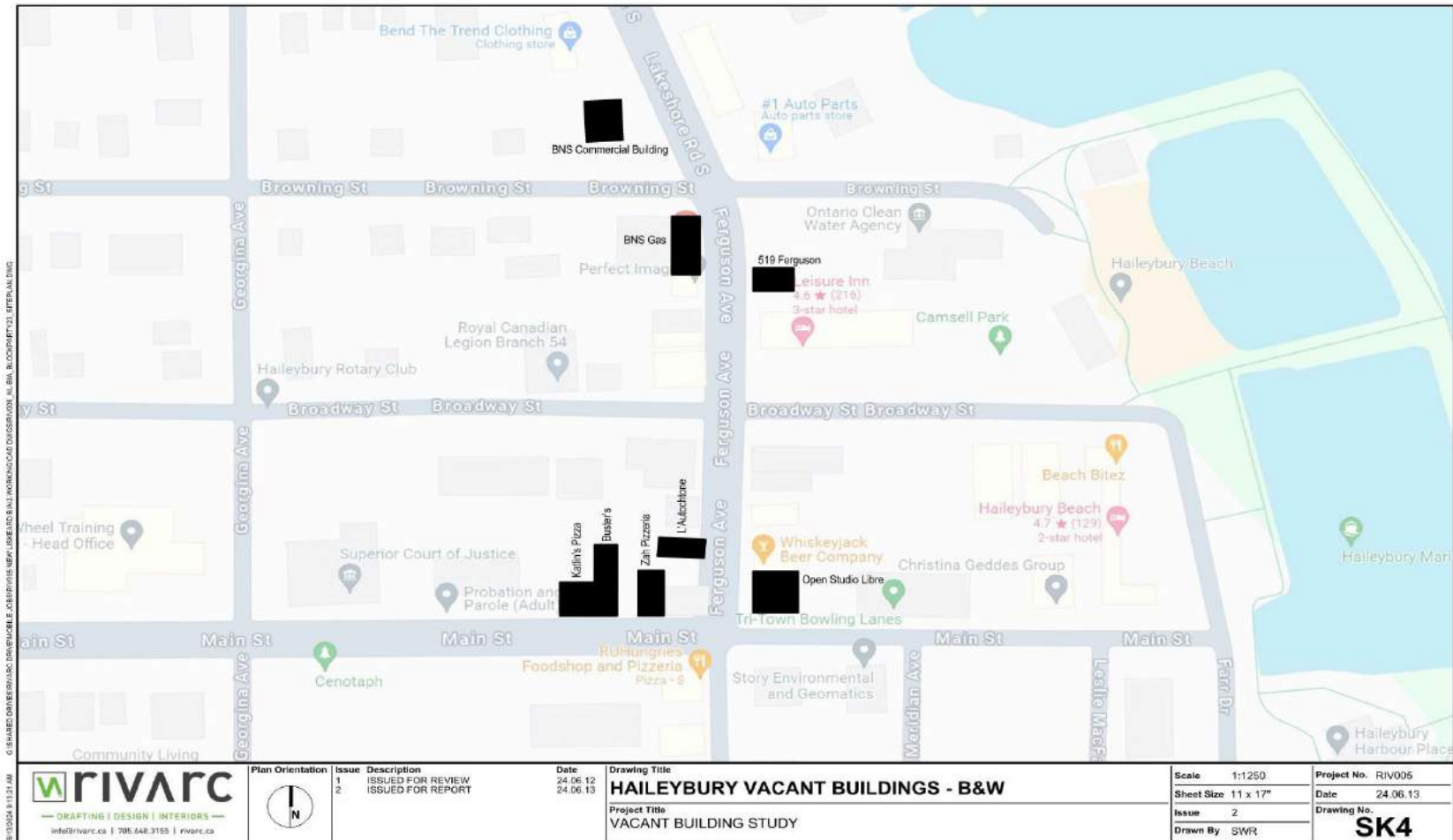
## Haileybury Vacant Buildings - Colour

- This map highlights the vacant buildings in Haileybury, again using a color-coded system to indicate the level of concern for each property.



## Haileybury Vacant Buildings - B&W

- This black-and-white version serves as an alternative reference to the color-coded map, ensuring the information is accessible regardless of preferences for map presentation.



## Appendix D: Letter of Support from the New Liskeard Business Improvement Area (BIA)

This appendix includes a letter of support from the New Liskeard Business Improvement Area (BIA). The BIA Board has reviewed the report "Addressing Vacant Buildings in New Liskeard and Haileybury: An Economic and Social Perspective" and provided their endorsement. This letter highlights their agreement with the findings and recommendations, as well as their commitment to collaborating on the proposed initiatives to revitalize the downtown areas. The inclusion of this letter underscores the community's support and the collaborative effort to address the vacant building issue effectively.



**Date:** June 12, 2024

**To:** Temiskaming Shores & Area Chamber of Commerce

**Attn:** André Brock

**Address:** Temiskaming Shores & Area Chamber of Commerce

**Subject:** Letter of Support for the Report "Addressing Vacant Buildings in New Liskeard and Haileybury: An Economic and Social Perspective"

Dear Temiskaming Shores & Area Chamber of Commerce,

On behalf of the New Liskeard Business Improvement Area (BIA), I am writing to express our full support for the report "Addressing Vacant Buildings in New Liskeard and Haileybury: An Economic and Social Perspective." The BIA Board has thoroughly reviewed the report, and we are highly appreciative of the comprehensive analysis and actionable strategies it presents for revitalizing our downtown area.

During the recent BIA board meeting (Wednesday, May 15, 2024) where the report was presented by your Executive Director, André Brock, we were impressed by the depth of research and the thoughtful recommendations put forward. We believe that the proposed measures, including the detailed by-laws for managing vacant buildings, will significantly enhance the economic and social fabric of our community.

In particular, we support the following aspects of the report:

1. **Proposed By-laws for Managing Vacant Buildings:** The specific by-laws addressing zoning, penalties, enforcement, and regular inspections are well-conceived and essential for ensuring that vacant properties are proactively managed and repurposed.
2. **Incentive Programs for Occupancy:** The recommended short-term strategies, such as tax rebates and grant programs, are crucial for encouraging immediate use of vacant spaces and stimulating local business activities.
3. **Community Revitalization Programs:** The long-term strategies focusing on legislative changes and sustainable development are aligned with our vision for a vibrant and thriving downtown.

The BIA Board also made a couple of suggestions during our review, which we are pleased to see have been incorporated into the latest draft of the report. These adjustments further refine the recommendations and enhance their feasibility and impact.

We are committed to working collaboratively with the Temiskaming Shores & Area Chamber of Commerce, local government, and other stakeholders to implement these recommendations. Together, we can transform the challenges posed by vacant buildings into opportunities for sustainable growth and revitalization.

Thank you for your leadership and dedication to improving our community. We look forward to continuing our partnership and supporting the implementation of these vital initiatives.

Sincerely,



Sean Rivard

Chair

Downtown New Liskeard Business Improvement Area (BIA)





CORPORATION OF THE  
**TOWNSHIP OF HARLEY**

903303 Hanbury Rd. New Liskeard, ON P0J 1P0  
Tel: 705-647-5439 Fax: 705-647-6373 Email: admin@harley.ca

May 17<sup>th</sup> 2024

To: Whom it may concern:

**RE: PS 3280 – Asset Retirement Obligations**

---

At its meeting of May 14<sup>th</sup>, 2024, the Council for The Corporation of the Township of Harley resolved the following:

**Resolution: 2024-071      Moved by: Marc Gosselin      Seconded by: Richard McNaughton**

**WHEREAS** the Public Sector Accounting Board (PSAB) establishes accounting standards for the public sector which must be followed by all Ontario municipalities;

**AND WHEREAS** the Municipal Act, 2001 section 294.1 states that a municipality shall, for each fiscal year, prepare annual financial statements for the municipality in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada;

**AND WHEREAS** PS 3280 is a new accounting standard covering asset retirement obligations (ARO) that was approved by PSAB in March 2018;

**AND WHEREAS** the standard must be applied by all public sector entities who prepare their financial statements under PSAB, including all Canadian municipalities;

**AND WHEREAS** many small municipalities do not have accountants or engineers on staff to complete the ARO obligations and this major accounting change will force small municipalities to hire consultants to complete this work and cause a significant financial burden to municipalities;

**NOW THEREFORE BE IT RESOLVED THAT** The Corporation of the Township of Harley hereby calls upon the province of Ontario to provide financial assistance to municipalities to complete the ARO;

**AND FINALLY THAT** a copy of this resolution be forwarded to the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Association of Municipal Clerks and Treasurers of Ontario (AMCTO), the Timiskaming Municipal Association (TMA), the Federation of Ontario Municipalities (FONOM), and all municipalities within the District of Timiskaming.

**“CARRIED”**

As so directed, a copy of Council's resolution has been provided above for your reference. If further clarification on this matter is required, please do not hesitate to contact me.

Kind regards,

Krystle Seymour, Clerk-Treasurer

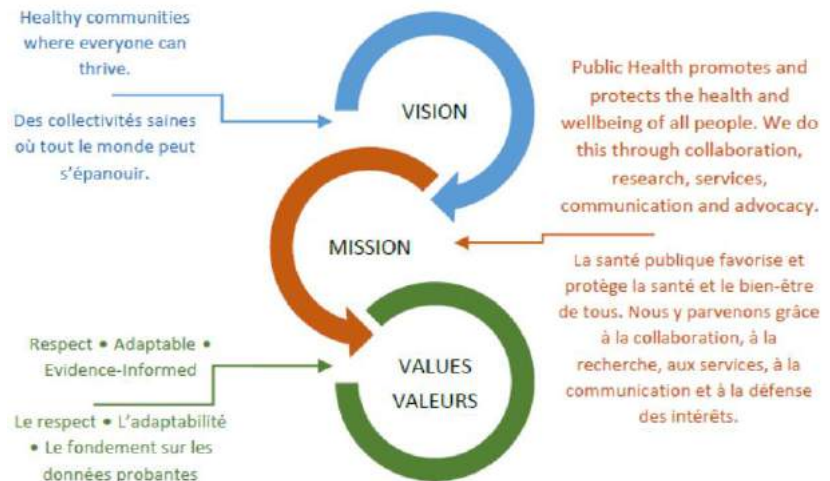


# Report to the Board of Health

Q1 Report – January to March 2024

## Report Content

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



# Timiskaming Health Unit in Action

## Our people – Our stories

## Foundational Standards

### Population Health Assessment and Surveillance

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

#### Work Completed:

- Completed the Sociodemographic Report and presented findings during a Grand Rounds with THU staff as well as the Board of Health. A fulsome knowledge translation plan for the general public is in progress.
- Strengthened coverage plans through cross training efforts.
- Initiated the creation of a surveillance framework to monitor indicators relating to emergency preparedness and climate change.
- Completed the Infant Feeding Surveillance System report.

#### Variance:

- Knowledge Exchange Plan to support activities at THU initiated but not completed as anticipated.

## Health Equity

The following section highlights local public health work in 2024 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:

- Foundational Standards team initiated completion of OCAP training (Ownership, Control, Access, Possession), which supports researchers in understanding the framework that supports First Nations data sovereignty and information governance.
- Began to initiate the Safer Spaces workplan, which aims to strengthen inclusive practices at THU. The Kirkland Lake office adopted some gender-neutral washrooms, staff badges with pronouns and other identifiers were launched, and additional training was identified for staff.

### Variance:

- Due to staff illness and contract positions being eliminated, much of the work identified in the operational plan was not able to be addressed.

## 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 2024 activity highlights for program planning, evaluation, and evidence-informed decision making as well as for knowledge exchange and continuous improvement.

### Work Completed:

- Staff supported mentorship of an MPH practicum student.
- Research, Planning, and Policy Analysts supported the development and launch of a new situational assessment template and logic model template and resource. Additionally, a new Operational Plan template is under review.
- Nursing Practice Council held a documentation in-service for all clinicians, updated the documentation manual, initiated the creation of a medication error resource and reporting mechanism, and continued to support the launch of OceanMD.

## 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:

- Finalized the Hazard Identification Risk Assessment matrix.
- The THU On-call manual was updated.
- THU was successful in applying for a mentorship with ORCCA (Ontario Resource Centre for Climate Adaptation). ORCCA will provide THU with support for one year with a project aiming to increase access and capacity for warming and cooling centres in Timiskaming.

## Chronic Disease Prevention and Well-Being

### Active Living:

#### Work Completed:

- Promoted pole walking: provided in person training to 2 staff at the Northdale Manor activity program, in person pole walking session for 12 residents, created warm-up stretches poster for pole walkers

### Food and Nutrition:

#### Work Completed:

- Provided THU Grand Rounds presentation on the topic of weight bias and stigma
- Developed THU Board of [Health Briefing note and resolution on Household Food Insecurity](#)

### Mental Health Promotion:

#### Work Completed:

- Implemented [Caring Adults Matter Campaign](#): Campaign materials delivered to 24 sports and recreation partners and all childcare providers in the district. Social media (Facebook and Instagram) posts from December to February reach: 11,421, engagements: 234.

### Seniors Dental Care Program (OSDCP):

The OSDCP program serves seniors within our district who qualify for dental care.

#### Work Completed:

- From January to March 2024, the OSDCP saw 31 new clients in the program.
- With the support of the casual dental hygienist, we saw a decrease in the OSDCP waitlist and clients on the recall list were being seen. By end of the 2024, we have a small list of new clients on the waitlist (13).
- The casual dental hygienist contract ended March 31, 2024. We currently have 2 permanent dental hygienists working in the OSDCP. One who is full time and the other who has been given a dental hygienist position extension.
- OSDCP resource updated in preparation for Oral Health Month (April).

OSDCP	2022 Total	2023 Total	2024 Q1 Total
Applied at THU	232	272	45
Applied Online	19	26	1
Unique Seniors Served at THU	182	262	80
Total OSDCP Preventive Appointments at THU	197	280	101
Unique Seniors Served by Providers	554	697	198
Total OSDCP Appointments by Providers	686	901	276



## Substance Use and Injury Prevention

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

#### Work Completed:

- Development of mobile outreach program for harm reduction supply provision and sexual health services; coordinated presentation to Timiskaming Drug and Alcohol Strategy partners.
- Launched campaign to raise awareness around Cannabis edibles and unintentional childhood poisonings
- Presented about Planet Youth Timiskaming to Timiskaming Drug and Alcohol Strategy Prevention Pillar and to school boards
- Completed and distributed [Progress Update for Planet Youth Timiskaming](#)
- Ongoing backbone support for Timiskaming Drug and Alcohol Strategy: coordination, Steering Committee co-chair, chairing three of four working groups.
- Completed and circulated bilingual [Substance Use Referral Flow Chart](#)
- Completed map of justice/health system intersections to inform planning
- Hosted one Timiskaming Substance Use Knowledge Network session: Moms Stop the Harm (63 participants)
- Completed onboarding of [NEO 360 provincial harm reduction database](#)
- Submitted three funding proposals to Temiskaming Foundation
- Submitted proposal to [Sustainable Development Goals Funding Program](#)

### Needle Exchange and Harm Reduction Program

Internal Program						
<i>Client Services</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>
<i>Total # Encounters NEP and Other HR Supplies</i>	498	355	159	249	413	54
<i>Total # of needles provided</i>	-	24,380	31,638	37,260	24,856	3,621
<i>Total # of bowl pipes provided</i>	-	4,620	12,962	15,366	19,027	1,908
<i>Total # of Naloxone kits provided</i>	-	236	234	256	260	36
<i>Total # of Naloxone refills provided</i>	--	43	45	39	94	6

## Comprehensive Tobacco Control:

### Work Completed:

- Regular compliance inspections and surveillance commenced for the year, as well as youth test shopper program
- Promoted National Non-Smoking Week: [CBC radio interview](#), reach via FB: 5529; Instagram: 1587

Tobacco Enforcement								
	2017	2018	2019	2020	2021	2022	2023	2024
Inspections	355	336	357	220	163	267	348	57
Charges	6	9	7	1	8	5	5	0
Warnings	103	82	166	73	136	144	108	21

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

### Work Completed:

- Ongoing backbone support for Timiskaming Community Safety and Wellbeing Plan implementation: Coordinator, co-chair steering committee, chair two of three working groups. Completed progress-to-date infographic, submitted funding proposal to United Way for local transportation pilot project; submitted funding proposal to Temiskaming Foundation; supported advocacy to Ontario Minister of the Solicitor General and Rural Ontario Municipal Association for CSWB support.
- Promoted snowmobiling safety messages on social media (6 posts); Facebook and Instagram: 5741 accounts reached and 62 engagements/likes.

## Healthy Aging:

### Work Completed:

- Implemented SOYF communications campaign
- Continued to lead regional SOYF communications (website & social media)
- Joined Healthy provincial Aging Public Health Network
- Delivered Home Support Exercise Program to 12 Northern College nursing students
- Completed evaluation of SOYF Northeast initiative (final report not yet available)

### Variance:

- Not implementing Home Support Exercise Program into PSW curriculum at Northern College as planned due to lack of interest from the college. Will continue to partner to offer information to students.
- Did not work with Temiskaming Home Support to integrate volunteers to deliver Home Support Exercise Program at Adult Day program and home visits as planned due to lack of THS staff/volunteers
- Outreach to Indigenous service providers and communities to share Stay on Your Feet deferred to later in year.
- Work to promote transportation options for older adults deferred.

## Healthy Built Environments:

### Work Completed:

- Joined new rural active transportation provincial working group

### Variance:

- Development of 1-page primers for municipalities on health in all policies delayed

## Healthy Growth and Development

From January to March 2024, we have had 78 births within our district. Healthy Growth and Development initiatives continue to prioritize and promote preconception, pregnancy, newborn, child, youth, parental and family health.

## Breastfeeding and Infant Feeding:

### Work Completed:

- THU has supported 6 families with hospital grade breasts pump so far this year. Manual breast pumps also remain available as needed for a minimal fee.
- We continue to maintain and support the Timiskaming Breastfeeding Buddies Facebook group. The Facebook page has 194 followers. Weekly breastfeeding posts are shared.
- Lactation consulting support continues throughout the district; a total of 24 breastfeeding interactions have occurred with families so far this year.
- We are in the early stages of building relationships with the local La Lèche League to explore supporting a breastfeeding peer support program.

## Prenatal Education:

### Work Completed:

- We continue to offer the online bilingual course for THU residents via Public Health Sudbury and Districts.
- THU continues to partner with Timiskaming Brighter Futures to offer virtual prenatal sessions.
- Final revisions and updates have been made to THU's in-person prenatal classes. The HG&D team will be offering in-person prenatal classes in April and September of 2024.
- From January to March 2024, THU has completed four prenatal sessions with four moms and two support partners. They are all first-time parents.

## 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 continues to offer weekly Well Baby Clinics (WBC) throughout the district. We continue to see an increase in 4-year immunization boosters at the WBC.
- A total of 206 children accessed clinical services from January to March 2024. (NL: 93, KL: 75, Englehart: 38).

- We are strengthening collaboration with the Kirkland Lake District Family Health Team (KDFHT). As part of this partnership, we have a PHN doing lunch and learn moments with their nursing team. KDFHT is also going to support THU in completing the prenatal HBHC screens so that we can better support families in need and offer needed services and programs during pregnancy.

## **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. No referrals were made between January to March 2024. Those that scored high on the Edinburgh were already receiving services.

## **Parenting:**

### **Work Completed:**

- THU continues to update the Parenting in Timiskaming website and newsletter content.
- Parenting in Timiskaming Facebook page: posts are ongoing. Page also aims to share parenting-related activities and information from community partners. Cross-posting to THU page & Youth Insta as relevant. Includes monitoring page and replying to comments.
- Local Parenting Working Group continues to meet bi-monthly. With a priority placed on cross-promotion and cross-collaboration, the group has led to some joint program planning and sharing of local data.
  - Also led to supporting “Attendance Matters” campaign in collaboration with THU & PHU-area school boards. Adapted from NBPSHU, the campaign highlights the importance of not missing days of school and ways stakeholders can support students.
  - Also working on a shared inventory of local parenting-related resources
- We continue to collaborate and look for ways we can engage and work with local child care providers and programs.
- THU Public Health Promoter contributed to PHN-Prep sleep resource review.

## **Road Safety and Car Seat Safety:**

### **Work Completed:**

- Established a local “Car Seat Collaborative”: a mailing list with the intention of collaboration with regards to car seats (programs, clinics, planning, support).
- Ongoing car seat inspections performed as requested by the community. Ten car seats have been inspected by THU staff from January to March 2024.
- We continue to work collaboratively with other agencies that have trained technicians.

## **Healthy Eating:**

### **Work Completed:**

- Developed posts on Practical Tips to help children try new foods for the Parenting in Timiskaming website and social media platforms.
- Developed posts on breastfeeding and alcohol and cannabis use and on cow’s milk introduction.

### 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	2024	
Prenatal	82%	65%	82%	75.4% (46.5%)*	62% (49.5%)*	71% (55%)	10%
Postpartum	96%	70%	84%	82.8% (69.8%)*	79% (78.9%)*	77% (82%)	80%
Early Childhood	3%	2%	0.7%	3.6% (68.4%)*	4% (67.3%)*	0.8% (88.9%)	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	2024
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%)	21 (70%)
	Postpartum	33 (53.2%)	16 (51.6%)	34 (73.9%)	30 (73.2%)	48 (87.2%)	39 (79.6%)
	Early Childhood	18 (72%)	9 (90%)	11 (78.6%)	21 (77.8%)	13 (52.2%)	12 (75%)
Number of families served with ≥ 2 home visits		41	26	29	46	69	43
Number of families who received an IDA.		111	52	72	76	91	30
Number of families with a family service plan initiated			10	9	30	48	10
Total # of Home Visits (with a FHV, PHN or both)		206	140	88	498	727	196



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 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.

Work completed:

- Planning work is underway to complete a feasibility study related to evaluating the Child Care Fluoride Varnish program.
- Healthy Smile Program resource was updated in preparation for Oral Health Month (April 2024).



Variance:

- We continue to post the maternity leave dental assistant job posting. We have been unsuccessful at recruiting for this position.
- The Child Care Fluoride varnish program (non-mandatory) remains on hold related to capacity issues.

Oral Health - Dental Screenings									
	2016	2017	2018	2019	2020	2021	2022	2023	2024 (Jan-Mar)
Pre-K/JK & Grade 2 In-School Mandatory Program	937	800	624	925	279	0*	518	904	375
Regular Screened (all other grades including rescreens/parent request)	---**	----**	985	1840	632	0*	751	1129	284
Office Screenings	238	248	231	193	105	150	88	466	126

\*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.  
\*\*\*Title renamed to better reflect ministry reporting (2024). It used to be Pre-Kind/Kind, Grade 2, 4 & 7 In-School Mandatory Program

School Health Immunization and Licensed Child Care:

Work Completed:

- The school team worked on ISPA preparation and the suspension process started.
- The school nurses increased immunization calls to parents regarding overdue 4-year booster immunizations. Approximately 200 calls were completed. They also worked with principals on getting this information through schools as well.

- The school team supported the NL and KL office with school immunization during the regular routine evening immunization clinic.
- Support and collaboration continue with our licensed child care providers.

### **Comprehensive School and Child Care Health:**

#### **Work Completed:**

- The school team continues to support IPM activities.
- IPM information shared with parents through school council meetings. Engagement continues with our schools as well.
- We provided JK resources and supports to all schools. We attended a few school open houses to support JK registration day.

### **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 remains up to date.
- With support from the IPAC team, the school team supported the development of parent information related to the increase in measles seen in the province. Parent information was shared with our anabaptist schools and communities as well with all our public schools.

### **Healthy Eating and Active Living:**

#### **Work Completed:**

- We continue to share nutritional supports/resources/grants with schools as requested.
- We continue to support the schools with the NFVP and SNP programs. The dietitian is helping with coordination and evaluation of the NFVP program as she works with our schools and school nurses.
- Promotion posters were updated to share with schools promoting Nutrition Month activities during March related to the Blender Bike.
- We promote local food bank locations and hours to schools for students and families.
- THU continues to support the Playground Activity Leaders in Schools (PALS) program. PALS is a playground leadership program that encourages all children to participate in activities regardless of their gender, size or ability.
- Winter Walk Day was in February, and we supported 9 schools with resources and participation incentives (approximately 100 teachers and 2,000 students). Students were encouraged to walk to school on this day and teachers were encouraged to provide opportunities for walking at recess or in class. Handouts were prepared for teachers to copy and distribute, and each student was given a Winter Walk Day sticker. Prizes including winter, hats, mitts, gloves were also given to each school to hold a draw for their students.
- The Walk 'N Roll program had previously written a memo to the City of Temiskaming Shores recommending improvements based on our school zone safety assessments at École Catholique St. Michel, and we recently received confirmation that council has budgeted \$80,000 in 2024 to build a pathway connecting the back of St. Michel school to the Dymond neighbourhood.

## Sexual Health and Healthy Sexuality:

### Work Completed:

- THU has seen an increase in students accessing nurses during the healthy relationship clinics in 4 of 5 of our 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.
- The healthy relationship clinics are being promoted via TikTok videos and on the @youthtimiskaming Instagram page. Some videos are getting around 900 views.
- Curriculum support for sexual health co-teaching in some of our high schools were completed (ESCSM and Envolée du Nord).

## Substance Use:

### Work Completed:

- We continue to support our local schools with resources and information on tobacco, vaping and cannabis as requested.
- Vaping booths were set up in our high schools with an interactive activity for students. The school nurses interacted with many students during this booth. They showcased the hairspray versus water vapors to students.
- A local high school with the support of the school nurse is working on Not An Experiment escape room.
- The school team is working with our local drug strategy to ensure supports and information is being shared with them.
- The tobacco enforcement officer is planning on increasing his visits to the local high schools.
- Opioid and Bullying activities were held at some of our local high schools; students were engaged with the activities (TDSS and KLDCS).

## Mental Health:

### Work Completed:

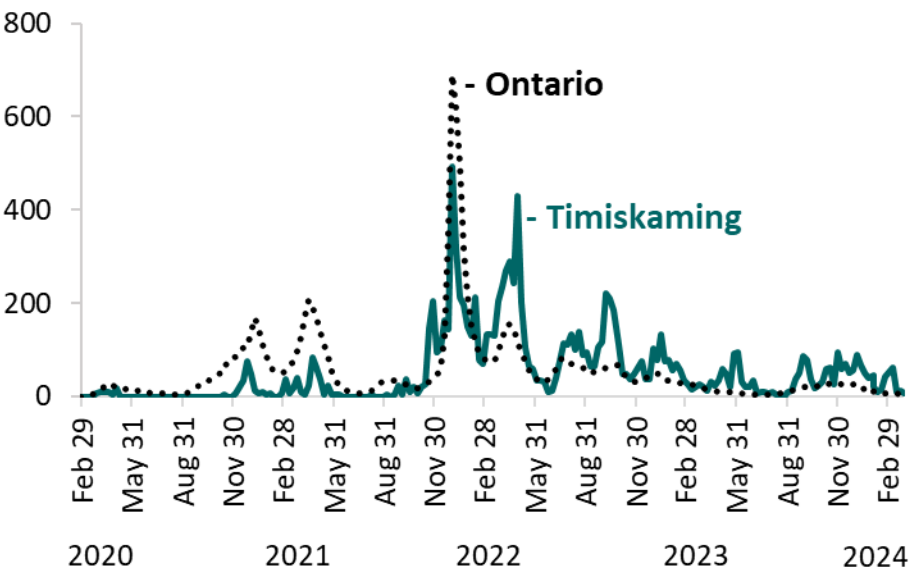
- The school nurses continue to support the RNAO Youth Wellness Initiative.
- The school nurses also supported health promoters with work related to Planet Youth. THU and PHU are planning meetings with DOEs to share the IPM community and school survey results (April).

Infectious and Communicable Disease Prevention and Control

Outbreaks 2024 Q1	Number of outbreaks	Number of cases					Number of deaths
		Staff	Resident /patient	Student	Visitor	Other	
Long-Term Care & nursing homes	7	4	73	0	0	0	2
Hospitals	2	3	13	0	0	0	1
Congregate living	0	0	0	0	0	0	0
Community	0	0	0	0	0	0	0
Daycare/school	2	12	0	13	0	0	0
TOTAL	11	19	86	13	0	0	3

COVID-19 2024 Q1

- 153 confirmed cases in total for Q1 2024
- Outbreaks:
  - 4 Long-Term Care Home/Nursing Home
  - 2 Hospital
- The rate of COVID cases in THU have mostly been higher than Ontario’s during Q1.



## COVID-19 Communications:

### Public and External

- Information regarding current regarding local and provincial guidance and recommendations for the public and various sectors including regulation changes are shared as appropriate via mainstream media and social media. Planning for Spring COVID Vaccine campaign for Q2.
- Weekly risk assessment for all respiratory diseases are updated on our website.

### Media Relations

- Media questions continued to be fielded from media locally and across the province.

### Internal

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

### IPAC Hub:

Work continues and relationships are maintained with the IPAC Hub and THU staff provide regular education and support to congregate care settings in the district (5 Long Term Care, 1 Retirement Home and 4 Community Living Sites). Meetings continue to be held as needs arose, and updates from the province were provided as available. A survey was sent to our partners asking which education topic would be of interest to them for future planning of the Community of Practice (CoP).

### **Work Completed:**

- Education session provided to LTCH/RH and CL partners on Invasive Group A Strep.
- Finalized presentation for Q2 on Tuberculosis.
- Internal committee continues to meet regularly to discuss outbreaks and relevant topics.
- Participate in the Regional IPAC Hub table which was meeting every 2 months.
- Complete and submit monthly reporting tool on THU IPAC activities.
- Completed IPAC audits to several settings within the district.
- Completed IPAC audits to several programs within THU.

### **Variance:**

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

## Other Diseases of Public Health Significance

Reportable Diseases and Infection Control						
Client Services	2019	2020	2021	2022	2023	2024 Q1
Reportable Investigations (non-STI)	91	154	652	1,342	1,261	194
Outbreaks - Institutional	18	25	16	18	37	11
Outbreaks - Community	0	2	23	0	2	2
Animal Bite Reporting	72	64	62	74	51	25

Sexually transmitted infections (STI)	67	75	69	28	50	18
Personal service settings inspections (hair salons, tattoos, piercings, aesthetics)	49	31	10	14	19	29

### 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.

<i>Client Services</i>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Male Clients	127	164	308	292	142	68	179	37
Female Clients	805	644	1014	690	295	137	291	107
% of clients between 12-24	-	66%	63%	56.3%	49.2%	46.8%	59.1%	58%
Contraceptives (sold)	846	198	195	72	38	29	12*	3
Contraceptives (prescribed)	-	-	-	138	47	83	72	17
Plan B	25	23	25	16	3	13	7	0
STI Tests	201	257	329	241	102	111	186	**
Pregnancy Tests	36	37	39	20	12	19	31	7
IUD/Pregnancy Referrals and (F/U)***								7
Blood-Borne Infection Tests	97	140	148	58	27	42	77	97**
Treatment Prescribed for STI	-	-	-	-	29	40	39	1
Pap tests	-	-	-	-	10	11	5	2

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

*\*\* STI and STBBI are now captured under the same category to follow most appropriate and inclusive language*

*\*\*\*this new reporting category was added to highlight the referrals to other providers for various services not offered at THU, including terminations*

**Work Completed:**

- Continued with the creation of social media posts on various sexual health topics in collaboration with the youth initiative.
- Connected with internal partners (school team, health promotion) to discuss bridging services and reaching more students.
- Participated in several learning opportunities to increase staff knowledge and competence.

**Variance:**

- New SH PHN in the south end continues to seek mentorship and education opportunities to enhance her knowledge.

## 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:

- Participated in bi-weekly ministry calls to learn more and plan for the end of the Fall Vaccine Campaign and to plan for the Spring Vaccine Campaign.
- Collaborated with pharmacy partners to ensure they have access to the COVID-19 vaccine.

#### Routine Immunizations:

Immunization Program					
Immunizations Administered in Office	NL	KL	ENG	Total 2023	2024
# of clients receiving immunizations	524	286	94	2130	636
# of immunizations administered	845	487	165	4165	936
<b>Note: These numbers do not include Influenza Vaccine</b> <i>Generated from PANORAMA-R07090 Immunization Administered or Wasted at Health Unit</i>					

## Cold Chain Inspections

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
2024	1	2	2	2	0	0

## Land Control

Septic Systems	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<i>Permits Issued</i>	131	111	124	38	66	76	106	125	93	1
<i>File Searches</i>	60	60	66	28	55	65	54	53	41	6
<i>Severance/Subdivision</i>	15	15	29	10	13	8	13	14	12	0

## Safe Water

<i>Drinking Water</i>	2018	2019	2020	2021	2022	2023	2024
Small Drinking Water Systems	13	48	2	3	36	34	0
<i>Recreational Water</i>							
Public Beaches ( <i>Seasonal Jul-Aug</i> )	17	17	19	0	0	17	0
Pools	18	28	8	13	8	18	3
Recreational Camps/Beachfront ( <i>Seasonal Jul-Aug</i> )	9	11	0	5	9	7	0

### Variance:

- The vast majority of this program's work takes place in other quarters due to its seasonal nature.



## Healthy Environments and Climate Change

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

### Variance:

- Some initial planning has taken place in Q1 of 2024 but no firm actions have been initiated at this point in the year. Prioritizing capacity for this work remains a challenge.

## Food Safety

### Food Premises - Compliance Inspections

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
High Risk	165	184	109	93	88	47	29	29	40	14
Medium Risk	206	110	187	214	192	96	60	93	122	35
Low Risk	149	204	160	129	135	62	58	126	129	36
<b>Total</b>	<b>520</b>	<b>498</b>	<b>456</b>	<b>436</b>	<b>415</b>	<b>205</b>	<b>147</b>	<b>248</b>	<b>291</b>	<b>85</b>

### Food Handler Certifications

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Englehart	63	26	23	75	58	3	24	10	37	17
New Liskeard/Tem	90	68	144	351	182	19	55	29	177	29
Kirkland Lake	70	41	58	127	15	34	5	12	19	2
<b>Total</b>	<b>223</b>	<b>135</b>	<b>225</b>	<b>553</b>	<b>255</b>	<b>56</b>	<b>84</b>	<b>51</b>	<b>233</b>	<b>48</b>

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

# Human Resource Update

## The comings and goings of our colleagues



### New Staff:

- Public Health Inspector, Temporary, Kirkland Lake (May 2024-May 2025)

### Retirement:

- n/a

### Resignation:

- n/a

### Current Vacancies:

- Public Health Inspector, Permanent, Kirkland Lake
- Dental Assistant, Temporary, Kirkland Lake
- Registered Dietitian, Permanent, Full-Time, District-Wide

---

**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.

May 2024

Your Worship and Members of Council,

I am writing to provide an update on the ongoing activity regarding Enbridge Gas' rate rebasing application and the Government's introduction of the Keeping Energy Costs Down Act.

Enbridge Gas raised numerous concerns with the Ontario Energy Board's (OEB) decision on Phase 1 of our rate rebasing application. We took action by appealing the decision in Divisional Court and filing a Motion to Review evidence with the OEB. Many municipalities and stakeholders across Ontario passed motions to support access to natural gas and continue to bring the issues that matter to your municipalities forward – your voices matter tremendously in this important conversation.

We commend the Government of Ontario for its definitive action in support of affordable energy and consumer choice with the introduction of Bill 165, the [Keeping Energy Costs Down Act](#). The legislation reinforces the critical role of natural gas in keeping energy costs down for Ontarians and the importance of natural gas and its associated infrastructure in achieving Ontario's energy transition in a measured and practical way. The Standing Committee on the Interior considered Bill 165 in April 2024, where interested parties, including many municipal voices, delivered presentations and provided submissions. Bill 165 received royal assent on May 16, 2024.

This legislation is an important step to addressing energy affordability, resiliency, and reliability. However, there continues to be critical barriers that must be addressed to ensure the remainder of the OEB's decision does not have significant negative impacts on Ontario's growth plans. The reduction in capital continues to put at risk thousands of planned connections in 2024 and will significantly constrain our ability to invest in energy projects that contribute to addressing Ontario's economic development, competitiveness, and emissions reductions. It is imperative that strategic investments in the energy infrastructure are backed by a supportive regulatory environment that ensures the availability of capital to meet Ontario's growing demand for affordable, reliable, and resilient energy. To that end, the Government must send a clear signal in its Natural Gas Policy Statement that for capital investments in energy infrastructure, which are required to meet Government policy goals, the OEB shall ensure cost-recovery mechanisms that provide regulatory certainty for recovery of these capital investments.

In addition, on April 26, Enbridge Gas filed evidence for Phase 2 of our rate rebasing application. Our Phase 2 application was structured to provide our customers with what they have identified is most important to them: the continued safe and dependable delivery of natural gas at a reasonable cost while simultaneously taking measured steps to advance an orderly transition to a sustainable energy future for Ontario. This is an open and public process. Interested groups or individuals can find out more information on the [OEB's website](#) under case number EB-2024-0111.

We have shared information on the role of natural gas in Ontario and facts to correct the record on numerous claims being circulated by activists that are simply untrue. We encourage municipalities and stakeholders to become familiar with the facts before voting or making decisions. You can find information and resources on our website at [Natural Gas Matters | Enbridge Gas](#) and reach out with questions at any time.

As local leaders across the province, your voice on the future of Ontario's energy system matters. Access to affordable energy supports economic development, housing growth and energy reliability. We encourage you to continue to highlight the need for natural gas and its infrastructure for Ontario today and into the future.

As always, we welcome the opportunity to discuss any of these items with you. Please reach out to your municipal advisor or find us at [municipalaffairs@enbridge.com](mailto:municipalaffairs@enbridge.com).

With thanks,



Heidi Bredenholler-Prasad  
Vice President and Chief Customer Officer  
Enbridge Gas Inc.

**From:** [FONOM Office/ Bureau de FONOM](#)  
**Subject:** Keeping Energy Costs Down Act  
**Date:** Wednesday, May 22, 2024 9:49:37 AM  
**Attachments:** [Phase Two Letter of Comment - EB-2024-0111 .pdf](#)

---

Good Morning

Please share with Council and Senior Management

Attached is the draft letter of comment, a document of significant importance that the FONOM Executive urges the Council to consider adopting.

The letter includes themes of access to affordable energy, the importance of affordable energy for growth, and a measured energy transition – similar to the themes that Enbridge brought forward for Phase One and in deputations from various municipal perspectives for the **Keeping Energy Costs Down Act**. Our suggestion to municipalities is to provide a comment letter so the critical issues are included on the record and in your impactful voice.

Allow me to guide you through the process of submitting a Letter of Comment to the OEB. The attached PDF of the Procedural Order provides detailed instructions.

PO 1\_EGI\_Rebasing\_Phase 2\_20240426.PDF

Here are a few critical points for submitting a letter:

- Please quote file number, EB-2024-0111 for all materials filed and submit them in searchable/unrestricted PDF format with a digital signature through the OEB's online filing portal.
- Filings should clearly state the sender's name, postal address, telephone number and e-mail address.

If you have any follow-up questions, please contact Kristen at [807-252-8417](tel:807-252-8417) or [Kristen.Oliver@enbridge.com](mailto:Kristen.Oliver@enbridge.com), and she will respond as soon as possible.

Thank you again for your time and for bringing this to your Council.

Please let me know if you wish me to send you a WORD version of the Letter.

Talk soon, Mac.

*[Add your letterhead]*

Ontario Energy Board  
2300 Yonge Street, 27th floor  
P.O. Box 2319  
Toronto, ON M4P 1E4  
Sent via email to: [Registrar@oeb.ca](mailto:Registrar@oeb.ca)

OEB registrar

Re: **Securing access to natural gas for Ontario's future**

On behalf of *[insert association name]*, I am submitting a letter of comment on Enbridge Gas Inc.'s Rate Rebasing Application **Phase 2 (EB-2024-0111)**.

*[Insert association name]* applauds the work the Government of Ontario has done to continue to advance access to affordable energy and propel economic growth, including the Natural Gas Expansion Program and the Keeping Energy Costs Down Act.

*[Insert association name]* supports a measured approach to Ontario's energy transition; one that leverages existing natural gas infrastructure and invests in lower-carbon alternatives such as renewable natural gas and hydrogen – in addition to building incremental electricity supply.

An integrated approach to Ontario's energy transition, where pipes and wires work together, will ensure Ontario maintains an energy system that is resilient and cost-effective while supporting the province's decarbonization efforts.

*[Insert association name]* recognizes that growing communities and new developments have growing energy needs, to support housing developments, new businesses, community centres, hospitals, schools, greenhouses, grain dryers and industrial parks – and all Ontarians benefit from this growth.

Municipalities are planning for immense future growth and need assurance that affordable, resilient natural gas will be available to support economic and community development – this energy certainty is crucial, as is preserving customer choice.

Natural gas meets 40 percent of Ontario's energy needs, plays a critical role in Ontario's energy evolution, and supports the reliability of Ontario's electricity system. We would like to ensure that hearings like this represent municipal voices and priorities like our own on the need for natural gas and natural gas infrastructure to support the province's diversified energy mix.

Best regards,

*Name*

CC: Hon. Doug Ford, Premier of Ontario  
Hon. Todd Smith, the Minister of Energy  
President of AMO, Colin Best  
[municipalaffairs@enbridge.com](mailto:municipalaffairs@enbridge.com).



**Enbridge Gas Inc.**

**Application to change its natural gas rates and other  
charges beginning January 1, 2024**

**PROCEDURAL ORDER NO. 1  
April 26, 2024**

Enbridge Gas Inc. (Enbridge Gas) filed an application with the Ontario Energy Board (OEB) under section 36 of the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15 (Schedule B), seeking approval for changes to the rates that Enbridge Gas charges for natural gas distribution, transportation and storage, beginning January 1, 2024. The OEB is reviewing the application in three phases.

On August 17, 2023, the OEB approved a settlement proposal between Enbridge Gas and the intervenors on some Phase 1 issues (Phase 1 Settlement Proposal).<sup>1</sup> After a hearing, the OEB issued its Decision and Order on the remaining Phase 1 issues on December 21, 2023 (Phase 1 Decision).<sup>2</sup> An Interim Rate Order for 2024 rates was issued on April 11, 2024.<sup>3</sup>

This Procedural Order addresses a number of initial procedural matters for Phase 2 of the proceeding.

**Administrative Matters**

A new file number, **EB-2024-0111**, has been assigned to Phase 2 of the proceeding.

For greater certainty, all intervenors in Phase 1 are considered to be intervenors in Phase 2; and any of them that were eligible for cost awards in Phase 1 are also eligible in Phase 2.

In Phase 2, parties may refer to any evidence filed in Phase 1.

---

<sup>1</sup> EB-2022-0200, Decision on Settlement Proposal, August 17, 2023.

<sup>2</sup> EB-2022-0200, Decision and Order, December 21, 2023.

<sup>3</sup> EB-2022-0200, Interim Rate Order, April 11, 2024.

## Phase 2 Issues List

A draft Phase 2 issues list is attached as Schedule A to this procedural order. The starting point for this draft was the issues list approved early in Phase 1<sup>4</sup>. It has been updated to reflect (a) the changes that were agreed to in the Phase 1 Settlement Proposal, and (b) the findings and directions in the Phase 1 Decision. For simplicity, the draft Phase 2 issues list has been re-numbered.

At this time, the OEB is making provision for written submissions on the draft Phase 2 issues list. To be clear, the Phase 2 issues previously approved in the January 27, 2023 Issues List Decision, as revised by the August 17, 2023 Decision approving the Phase 1 Settlement Proposal, are final. Submissions on the draft Phase 2 issues list should be limited to the characterization of the Phase 2 issues stemming from the Phase 1 Decision, as identified in the footnotes to the draft Issues List in Schedule A.

In the Phase 1 Decision, the OEB found that the revenue horizon for small-volume customers (excluding projects under the current phase of the Natural Gas Expansion Program) should be reduced to zero years starting in 2025, and deferred implementation matters to Phase 2. Enbridge Gas filed a motion to review that finding, as well as certain others. On February 12, 2024, at Enbridge Gas's request, the OEB stayed the Phase 1 Decision insofar as it pertains to the customer revenue horizon issue until April 30, 2024 (since extended to June 28, 2024).<sup>5</sup> The Government of Ontario has tabled legislation that would, if passed, authorize regulations to override the Phase 1 findings on the customer revenue horizon. Accordingly, the draft issues list for Phase 2 does not include any issues relating to the customer revenue horizon.

## HRAI Intervention Request

On January 10, 2024, the Heating, Refrigeration and Air Conditioning Institute of Canada (HRAI) filed a letter with the OEB requesting intervenor status in Phases 2 and 3 of the proceeding, as well as cost eligibility.

HRAI stated that it intends to deal with the effect of a new Enbridge Gas unregulated activity being carried out within the regulated utility, called Enbridge Sustain.

HRAI explained that Enbridge Sustain is a business involving the sale, installation, servicing and financing of solar, electric vehicle, heat pumps, geothermal, and other

---

<sup>4</sup> EB-2022-0200, Decision on Issues List and Expert Evidence and Procedural Order No. 2, dated January 27, 2023

<sup>5</sup> EB-2024-0078, Order for a Partial Stay, February 12, 2024.

energy-related equipment for residential and commercial buildings in Ontario, which is being carried out as an unregulated ancillary business by Enbridge Gas.

HRAI stated that Enbridge Gas did not disclose the Enbridge Sustain initiative on the record of Phase 1 of the proceeding and the materials on the energy transition do not reference Enbridge Sustain, despite it being a key part of Enbridge Gas's strategy to deal with declining market demand for natural gas space and water heating.

HRAI noted that its interests are related to 2025 and beyond and the issues already approved for Phases 2 and 3. Specifically, HRAI noted that the Phases 2 and 3 issues that it has substantial interest in are:

- Incentive Rate Mechanism
- Utility/Non-utility Cost Allocation
- Revenue Horizon on New Connections
- Energy Transition Technology Fund
- Earnings Sharing Mechanism

HRAI added that, "The OEB may conclude that establishing a specific Enbridge Sustain issue, dealing with all aspects of this, a new initiative by a regulated entity that the OEB has not yet had a chance to consider, is the best approach for Phase 2 in terms of regulatory efficiency."

On January 17, 2024, Enbridge Gas filed a letter objecting to HRAI's intervention request. In its letter, Enbridge Gas disputed that the business activities of Enbridge Sustain are relevant to the above issues and that those issues are ratepayer issues for which HRAI is not itself a ratepayer. Enbridge Gas stated that HRAI is not directly impacted by the Incentive Rate Mechanism, Earnings Sharing Mechanism or the Energy Transition Technology Fund. Enbridge Gas further stated that if questions related to Enbridge Sustain are relevant in Phases 2 and 3, they may be pursued by the active intervenors in this proceeding representing ratepayer interests and that HRAI's participation is not necessary.

Enbridge Gas submitted that the cost allocation issue between Enbridge Gas regulated utility and Enbridge Sustain raised by HRAI is not relevant to Phase 2 as the operations and maintenance (O&M) budget was resolved in the Phase 1 Settlement Proposal (aside from the cost allocation issue in Phase 2 relating to gas storage costs). Enbridge Gas stated that it is unclear if HRAI's perspective on how new customers will be served in a zero revenue horizon context is relevant to Phase 2 without an updated Phase 2 issues list and if HRAI's true interest is to provide evidence on the paths towards energy transition, its intervention request should focus on that.



On January 24, 2024, HRAI filed a letter in response to Enbridge Gas. In that letter, HRAI reiterated its position that its interests relate to the Phase 2 and 3 issues. HRAI stated that Phases 2 and 3 are intended to set rates for 2025-2028 and if Enbridge Gas is using utility advantages including cross-subsidies in a rapidly growing competitive business, that will affect what rates will be just and reasonable for customers in 2025-2028. HRAI further stated that it has unique knowledge of the industry within which Enbridge Sustain operates which other intervenors in the proceeding cannot provide as all gas and non-gas heating equipment in new construction is supplied by HRAI members.

Enbridge Gas submitted that if HRAI is granted intervenor status, it should not be granted cost eligibility as it is an organization representing commercial interests of HVAC contractors who would not individually qualify for cost awards for issues related to their business concerns.

In its reply letter, HRAI noted that if HRAI and its members ensure that their intervention is about just and reasonable rates, and only that, then ratepayers will benefit. HRAI submitted that the OEB should grant it cost eligibility with the caveat that an award of costs is dependent on responsible intervention that benefits customers.

At this time, the OEB is making provision for HRAI, Enbridge Gas and intervenors to provide, as part of their written submissions on the draft Phase 2 issues list, submissions on whether the scope of Phase 2 of this proceeding should include questions related to Enbridge Sustain (HRAI and Enbridge Gas may wish to rely solely on the correspondence they have already filed, or they may choose to supplement it). The OEB will make a determination on HRAI's intervention request, including cost eligibility, once the Phase 2 issues list has been finalized.

### **Environmental Defence Motion**

On February 2, 2024, Environmental Defence filed a Notice of Motion seeking an interlocutory order prohibiting Enbridge Gas from using ratepayer funds to promote the expansion of gas service, policies geared toward the expansion of gas service or lessened regulatory oversight.

In the cover letter to its Notice of Motion, Environmental Defence submitted that if the OEB believes the issues raised in the Notice of Motion should not be dealt with by way of an interlocutory motion, then the issues be added to the Phase 2 issues list.

On February 7, 2024, Enbridge Gas filed a letter objecting to Environmental Defence's motion on a number of grounds, including that the motion amounts to a collateral attack on the approved Phase 1 Settlement Proposal – the parties agreed to an overall O&M

budget amount without stipulation as to how Enbridge Gas could spend the budget amount.

Enbridge Gas submitted that if the OEB determines that it will consider Environmental Defence's request, there is no reason to do so on an expedited basis separate from the ongoing proceeding. Enbridge Gas submitted that if the OEB intends to add the issues raised by Environmental Defence in its motion, that Enbridge Gas be granted an opportunity to make submissions on the scope of any additional issues for Phase 2.

At this time, the OEB is making provision for Environmental Defence, Enbridge Gas and intervenors to provide, as part of their written submissions on the draft Phase 2 issues list, submissions on the expansion of the scope of Phase 2 of this proceeding to include the issues raised by Environmental Defence in its Notice of Motion (Environmental Defence and Enbridge Gas may wish to rely solely on the correspondence they have already filed, or they may choose to supplement it).

### **GEC Change of Counsel**

On December 15, 2023, counsel to Green Energy Coalition (GEC) filed a letter advising that a new lawyer, Amanda Montgomery, will be representing GEC.

In its January 17, 2024 letter, Enbridge Gas indicated that the new lawyer is already listed as a representative for Environmental Defence in this proceeding. Enbridge Gas requested that the OEB direct that the interventions of GEC and Environmental Defence be combined with single cost eligibility. Enbridge Gas submitted that throughout Phase 1 of the proceeding, the positions of GEC and Environmental Defence have been virtually indistinguishable.

On January 24, 2024, counsel to GEC and Environmental Defence filed a letter noting Enbridge Gas's position that GEC and Environmental Defence have been virtually indistinguishable is without merit and provided several reasons for that conclusion. The letter also noted that it anticipates that the two intervenors will coordinate closely in Phases 2 and 3 of the proceeding and that, where appropriate, they may file joint submissions. The letter further stated that the clients of each intervenor have distinct interests and there would be little to gain by combining the interventions of GEC and Environmental Defence.

The OEB is satisfied that GEC and Environmental Defence have distinct interests and therefore does not see a need to require the interventions of GEC and Environmental Defence to be combined. However, the OEB expects the two intervenors to continue to coordinate their efforts, and will consider each of their contributions when it is time to assess cost claims. Section 5.01(b) of the *Practice Direction on Cost Awards* states

that, in determining the amount of cost award to a party, the OEB may consider, amongst other things, whether the party “made reasonable efforts to combine its intervention with that of one or more similarly interested parties”.

It is necessary to make provision for the following matters related to this proceeding. Further procedural orders may be issued by the OEB.

### THE ONTARIO ENERGY BOARD ORDERS THAT:

1. Enbridge Gas shall file (and send a copy to every other party) its written submission on the draft Phase 2 issues list (including whether the issues list should reflect the issues raised in HRAI’s intervention request and Environmental Defence’s motion) no later than **May 6, 2024**.
2. Parties wishing to file a written submission on the draft Phase 2 issues list (including whether the issues list should reflect the issues raised in HRAI’s intervention request and Environmental Defence’s motion) shall do so (and send a copy to every other party) by **May 13, 2024**.
3. Enbridge Gas may file (and send a copy to every other party) a written reply submission no later than **May 21, 2024**.

Parties are responsible for ensuring that any documents they file with the OEB, such as applicant and intervenor evidence, interrogatories and responses to interrogatories or any other type of document, **do not include personal information** (as that phrase is defined in the *Freedom of Information and Protection of Privacy Act*), unless filed in accordance with rule 9A of the OEB’s [Rules of Practice and Procedure](#).

Please quote file number, **EB-2024-0111** for all materials filed and submit them in searchable/unrestricted PDF format with a digital signature through the [OEB’s online filing portal](#).

- Filings should clearly state the sender’s name, postal address, telephone number and e-mail address.
- Please use the document naming conventions and document submission standards outlined in the [Regulatory Electronic Submission System \(RESS\) Document Guidelines](#) found at the [File documents online page](#) on the OEB’s website.
- Parties are encouraged to use RESS. Those who have not yet [set up an account](#), or require assistance using the online filing portal can contact [registrar@oeb.ca](mailto:registrar@oeb.ca) for assistance.

- Cost claims are filed through the OEB's online filing portal. Please visit the [File documents online page](#) of the OEB's website for more information. All participants shall download a copy of their submitted cost claim and serve it on all required parties as per the [Practice Direction on Cost Awards](#).

All communications should be directed to the attention of the Registrar at the address below and be received by end of business, 4:45 p.m., on the required date.

With respect to distribution lists for all electronic correspondence and materials related to this proceeding, parties must include the Case Manager, Khalil Viraney at [Khalil.Viraney@oeb.ca](mailto:Khalil.Viraney@oeb.ca) and OEB Counsel, Ian Richler at [Ian.Richler@oeb.ca](mailto:Ian.Richler@oeb.ca).

Email: [registrar@oeb.ca](mailto:registrar@oeb.ca)

Tel: 1-877-632-2727 (Toll free)

**DATED** at Toronto, **April 26, 2024**

**ONTARIO ENERGY BOARD**

Nancy Marconi  
Registrar

**Schedule A**  
**Enbridge Gas Inc.**  
**EB-2024-0111**  
**Draft Phase 2 Issues List**

**Enbridge Gas Inc.  
Rebasing Application – Phase 2  
Draft Issues List**

---

**Phase 2**

***A. Incentive Rate Setting Mechanism***

- 1) Are the proposed Price Cap Incentive Rate-Setting Mechanism, Annual Rate Adjustment Formula, and term appropriate?
- 2) Are the proposed elements of Enbridge Gas's Price Cap Incentive Rate-Setting Mechanism appropriate?
- 3) Is the proposed approach to incremental capital funding appropriate, including the proposed inclusion of overhead costs in ICM amounts?<sup>1</sup>
- 4) Is the proposed earnings sharing mechanism appropriate?
- 5) Is Enbridge Gas's proposal for annual proceedings for clearance of deferral and variance accounts and presentation of utility results (and any ESM amounts) and scorecard results appropriate?
- 6) Is the proposed mechanism to reduce the capitalized indirect overhead balance by \$50 million in each year of the IRM term and expense it as O&M appropriate?<sup>2</sup>
- 7) How should Enbridge Gas be incentivized to implement economic alternatives to gas infrastructure and how should the recovery of its costs be treated?<sup>3</sup>
- 8) Are the proposed scorecard Performance Metrics and Measurement targets for the amalgamated utility appropriate?

***B. Storage***

- 9) Should the cap on cost-based storage service for in-franchise customers established in the NGEIR decision remain at 199.4 PJ?
- 10) Is the purchase of storage service at market-based rates by Enbridge Gas from Enbridge Gas for in-franchise customers appropriate?
- 11) Is the proposal to add 10 PJ of market-based storage at a cost not currently included in the 2024 Test Year gas cost forecast appropriate?
- 12) Is the allocation of capital assets and costs between utility and non-utility (unregulated) storage operations appropriate, including Enbridge Gas's proposal to recover Dawn to Corunna project costs in 2024 rate base?

---

<sup>1</sup> EB-2022-0200, Decision and Order, dated December 21, 2023, p. 95; EB-2022-0200, Decision on Settlement Proposal, dated August 17, 2023, Schedule A, p. 25

<sup>2</sup> EB-2022-0200, Decision and Order, dated December 21, 2023, pp. 98, 99 and 140

<sup>3</sup> EB-2022-0200, Decision and Order, dated December 21, 2023, p. 52 and p. 108

**Enbridge Gas Inc.  
Rebasing Application – Phase 2  
Draft Issues List**

---

- 13) How should the determinations made for the Phase 2 Storage issues be addressed and implemented, including any required changes to 2024 costs and revenues, the Gas Supply Plan and gas supply deferral and variance accounts?
- 14) Is the proposed harmonized methodology for determining the amount of storage space and deliverability required to serve in franchise customers appropriate, and is the proposed allocation of storage space and deliverability among customers appropriate?<sup>4</sup>

***C. Energy Transition Capital Spending, Technology Fund & Voluntary RNG Program***

- 15) Are the specific proposed parameters for an Energy Transition Technology Fund and associated rate rider appropriate?
- 16) Is the proposal to establish a new Energy Transition Technology Fund Variance Account appropriate?<sup>5</sup>
- 17) Are the specific proposals to amend the Voluntary RNG Program and to procure low-carbon energy as part of the gas supply commodity portfolio, appropriate?
- 18) Are the energy transition safe bet proposals with capital spending in the IRM term appropriate?<sup>6</sup>

***D. Operating Expenses***

- 19) In relation to the 2024 Test Year gas cost forecast,
  - a) Are the 2024 load balancing costs including storage appropriate?<sup>7</sup>
  - b) Is the proposed harmonized approach to determining operational contingency space appropriate?<sup>8</sup>
- 20) Is the annual amount for site restoration costs calculated appropriately, and is the long-term forecast of the total funds required for site restoration costs appropriate?<sup>9</sup>

***E. Other***

- 21) Has Enbridge Gas appropriately reviewed the energy comparison information in its informational and marketing materials, and taken appropriate actions based on its review?<sup>10</sup>
- 22) Has Enbridge Gas appropriately responded to relevant OEB directions and commitments from previous proceedings, in relation to Phase 2 issues?

---

<sup>4</sup> EB-2022-0200, Decision on Settlement Proposal, dated August 17, 2023, Schedule A, p. 61

<sup>5</sup> EB-2022-0200, Decision on Settlement Proposal, dated August 17, 2023, Schedule A, pp. 55-57

<sup>6</sup> EB-2022-0200, Decision and Order, dated December 21, 2023, p.16

<sup>7</sup> EB-2022-0200, Decision on Settlement Proposal, dated August 17, 2023, Schedule A, p. 35

<sup>8</sup> EB-2022-0200, Decision on Settlement Proposal, dated August 17, 2023, Schedule A, p. 36

<sup>9</sup> EB-2022-0200, Decision and Order, dated December 21, 2023, pp. 94 and 140

<sup>10</sup> EB-2022-0200, Decision and Order, dated December 21, 2023, pp. 47 and 140



**The Corporation of the Town of Kirkland Lake**

Clerk's Office – Town Hall  
P.O. Box 1757, 3 Kirkland Street West,  
Kirkland Lake, ON P2N 3P4  
T: 705-567-9361 Ext. 238  
E: [clerk@tkl.ca](mailto:clerk@tkl.ca)  
W: [www.kirklandlake.ca](http://www.kirklandlake.ca)

May 21, 2024

SENT VIA EMAIL ONLY

To Whom It May Concern:

**RE: Motion – Shared Resources**

---

At its meeting of May 9, 2024, the Council for The Corporation of the Town of Kirkland Lake resolved the following:

*“Moved by: Mayor Stacy Wight  
Seconded by: Councillor Patrick Kiely*

**WHEREAS** the Town of Kirkland Lake is a community that is home to various resource-based community partners which includes mining and forestry;

**AND WHEREAS** the Town of Kirkland Lake, as a resource-based community, faces many challenges resulting from having such resource-based industries located and operating within and in close proximity to the Town such as localized heavy truck traffic which increases demands on local road infrastructure, traffic congestion and delays, and general safety concerns for pedestrians and other forms of active transportation users;

**AND WHEREAS** the demands caused by these resource-based industries have created additional costs on the Town of Kirkland Lake to maintain the local infrastructure required to service these industries adequately;

**AND WHEREAS** the current assessment-based taxation system does not provide significant funding to the Municipality to meet these demands and needs;

**AND WHEREAS** the Province of Ontario has adopted a critical minerals strategy to position Ontario as a global leader of responsibly source critical minerals which aims to see more resource extraction and processing in the North;

**AND WHEREAS** the future housing demand on the Town of Kirkland Lake as mining is further developed in Northern Ontario will expand the current infrastructure funding gap locally as new housing and development-related infrastructure is required to support and facilitate future mining operations;



**AND WHEREAS** the Town of Kirkland Lake acknowledges that it is a recipient of the Northern Ontario Resource Development Support (NORDS) Fund but maintains that the amount received is inadequate to support the demands on local infrastructure caused by the resources-based industries in the area nor is it proportionate to the revenues being generated for the Province by said industries;

**THEREFORE BE IT RESOLVED THAT** Council for The Corporation of the Town of Kirkland Lake hereby petitions the Province of Ontario to create a Provincial funding model, in addition to the NORDS Fund which is set to expire in 2026-2027, to provide revenues to all resource-based communities in Northern Ontario that are proportionate to the revenues leaving our region in an effort to offset the additional burdens placed on resource-based communities to provide municipal services to these industries;

**AND FINALLY THAT** a copy of this motion be circulated to the Premier of Ontario, Minister of Municipal Affairs and Housing, Minister of Northern Development, Timiskaming-Cochrane MPP, Minister of Mines, Association of Municipalities of Ontario (AMO), Federation of Northern Ontario Municipalities (FONOM), North[western] Ontario Municipal Association (NOMA), all District of Timiskaming municipalities, City of Timmins, Municipality of Red Lake, and Township of Dubreuilville.

**CARRIED”**

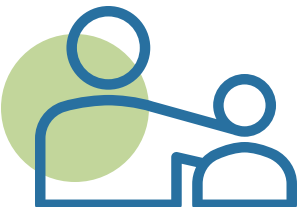
As so directed, a copy of Council's resolution has been supplied above for your reference.

Please do not hesitate to contact me if I can provide clarification in this regard.

Yours truly,

A handwritten signature in black ink, appearing to read 'A. Spilman', with a long horizontal flourish extending to the right.

Amberly Spilman  
Deputy Clerk/Lottery Licensing Officer



# DTSSAB Quarterly Report

## Q1 - 2024

January 1st - March 31st

**Mark Stewart**  
Chief Administrative Officer

**Sarah Salvis**  
Chief of EMS

**Louanna Lapointe**  
Ontario Works Manager

**Steve Cox**  
Housing Services Manager

**Lyne Labelle**  
Children's Services Manager

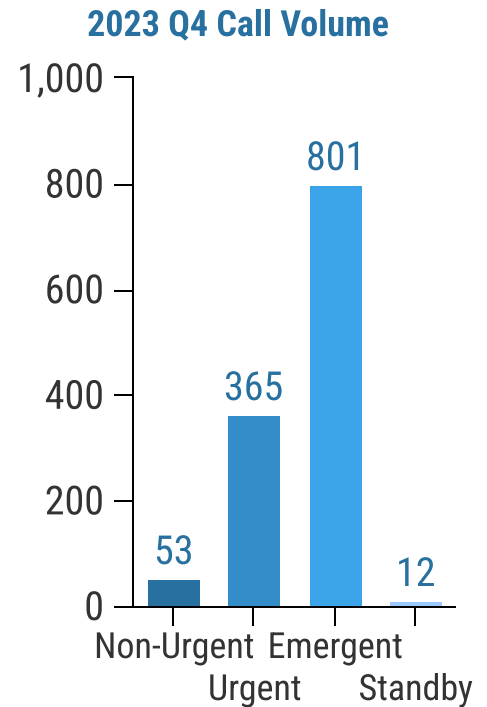
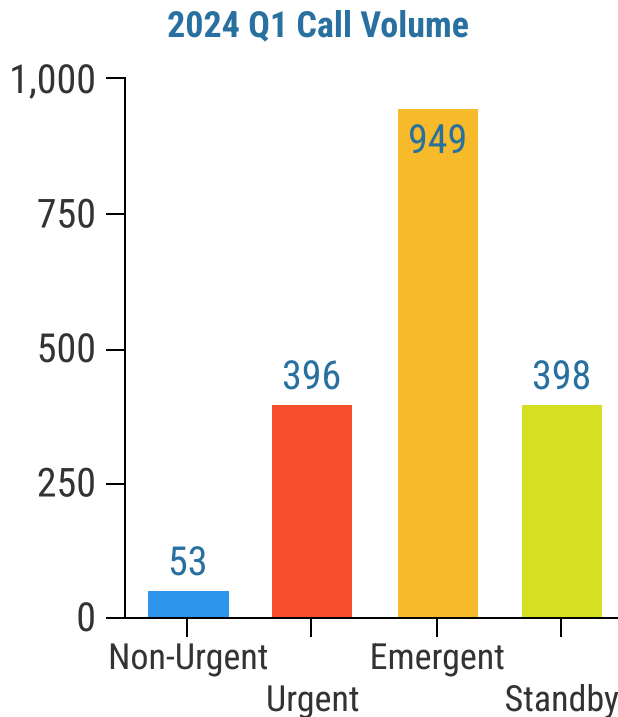
**Rachel Levis**  
Director of Human Resources

**Janice Loranger**  
Director of Finance

Prepared By:  
**Michelle Sowinski**  
Communications and Executive Coordinator



# Emergency Medical Services and Community Paramedicine



## **Code 4 - Emergent**

These calls are emergencies and require immediate, life-saving care. They take the highest priority.

## **Code 3 - Urgent**

Calls that could lead to a life threatening condition, but the patient is presently stable.

## **Code 1- Non-Urgent**

Patient is stable and may need support and/or transportation to hospital for admission.

## **Code 8- Stand By**

## **Leadership Transition**

DTSSAB EMS welcomed Chief Salvis to the team, as well as the filling of the Deputy Chief Position and Supervisor of EMS Administration in March.

## **Message from the Chief**

The Paramedic profession has been transforming and growing a lot over the last few years. New models of care, expanded scope of practice, changes to equipment, etc. all point to an exciting time for the paramedics of DTSSAB EMS. I look forward to helping to lead this organization into the next chapter of its story in the District of Timiskaming. I am committed to supporting this Team as we deliver on our mission.



Stay safe out there.



## Blanche River Health Closure

Communication and collaboration with our community partners allowed us to respond to the needs of the District in a timely manner when the Blanche River Health Englehart Site had to close it's Emergency Department. DTSSAB EMS was notified of the closure, upstaffed for coverage and maintained in constant communication with Blanche River Leadership. Following the incident, debriefing meetings took place to discuss future improvements and collaboration opportunities.

## Community Paramedicine

248

Active  
Clients

58

Registered  
with  
Wellness  
Clinics

Patient Referral



Scheduling

Approximately 4 weeks lead time



Intake Visit



Enrollment



# ONTARIO WORKS

The information below will provide a summary of Ontario Works program's first quarter (January, February and March 2024) performance, operation and delivery.

## Application for Assistance and Approvals

Cases that  
exited Ontario  
Works (-39)

83

Number of  
Emergency  
Assistance  
cases granted  
(+5)

6

Number of New  
Applications  
(+11)

169

Monthly  
Caseload  
Average (-26)

605

Percentage of  
Applications  
Completed  
through the  
Province's  
Social  
Assistance  
Online  
Application

54%

Total of new  
cases granted  
Ontario  
Disability  
Support  
Program (ODSP)  
(+6)

19

Monthly average  
of cases  
reporting  
employment  
earnings (-1)

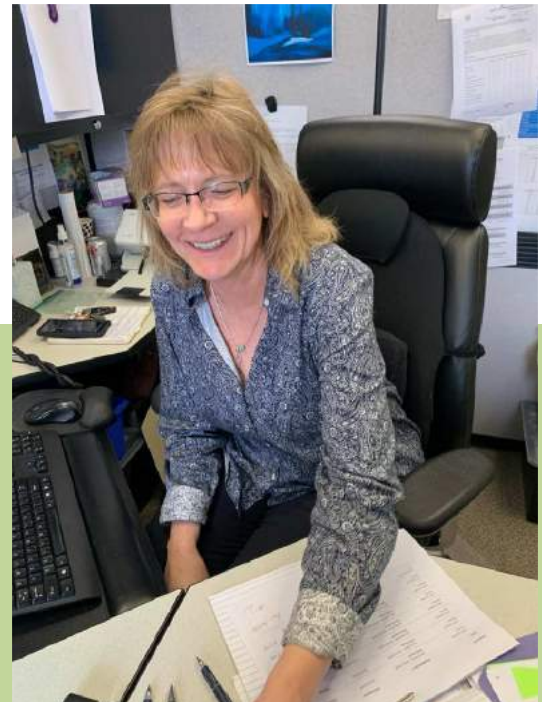
40



# Recognizing Social Work

March is Social Work Month, to capitalize on this time of recognition the DTSSAB held events to recognize and celebrate the work of our Ontario Works team.

Caseworkers help people by providing support to the vulnerable population. Caseworkers must have empathy and compassion to be able to identify and understand another person's experience and point of view. On a daily basis they communicate effectively with clients to understand their needs and to provide support and help reduce and remove barriers. Caseworkers must be organized and be able to prioritize their workload while managing their clients' needs. They need to have the ability to listen, review and analyze the information they are receiving and make informed decisions while supporting multiple clients in crisis. Caseworkers advocate and connect individuals with supports in our community to ensure they have access to resources necessary to promote their well-being.



# Housing Services

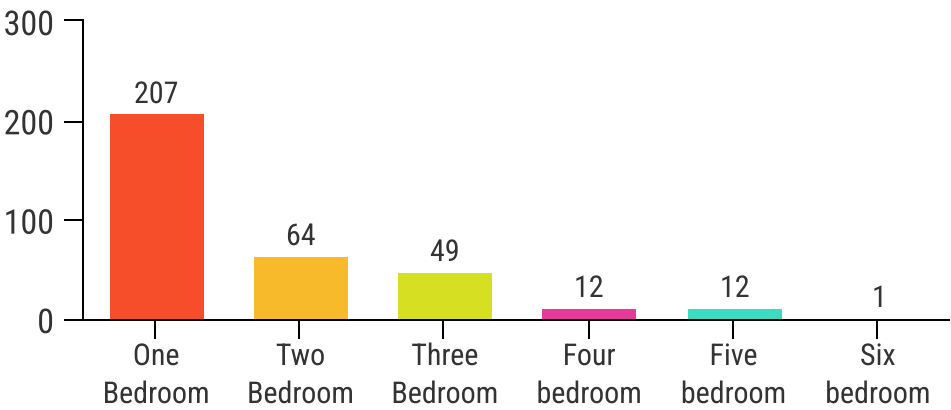


## Centralized Wait List

Throughout the first quarter of 2024 Housing Services received 151 new applications seeking housing within our District. This is an increase of 46.6 % from the same period in 2023.

Over this the 1st quarter 33 of the 151 applications were online and 118 applications were in paper format. This is a 22 % - 78 % split. Our online application was rolled out in August of 2021 and has been active for 21 months. This is a huge drop from the average of 60 % - 40 % as more applicants are moving towards completing paper applications.

Application Activity Based on Bedroom Size in Q4



## 2024 Household Income Limits (HILS)

On an annual basis we receive a notification that provides an update on approved amendments to the Ontario Regulation 370/11 under the Housing Services Act, 2011, regarding the household income limits for the current year. The HILS are used to determine initial and ongoing eligibility for rent-geared-to-income assistance.

High Need Household Income Limits

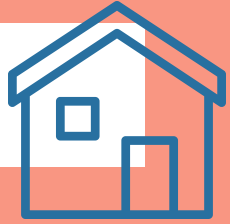
Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
\$18,600	\$21,900	\$27,900	\$25,200	\$30,000

Household Income Limits

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
\$31,000	\$36,500	\$46,500	\$42,000	\$50,000



# HOUSING SERVICES



## Timiskaming By-Name List Update

**220**

individuals on the list since December 2021

**115**

Individuals assisted through the Homelessness Prevention Program (HPP)

**\$ 204, 713.68**

Total amount of funding used to assist individuals

The Timiskaming BNL Committee consists of bi-weekly meetings which include the Outreach Coordinator, Ontario Works Manager and Housing Services Manager, with community partners such as Salvation Army and CMHA.



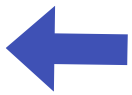
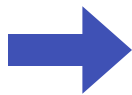
## Community Paramedicine - Wellness Clinics

DTSSAB Community Paramedicine continues to collaborate with Housing Services to provide monthly Wellness Clinics through the spring and summer in Kirkland Lake and New Liskeard. They are plans o expand to Cobalt, Haileybury, Earlton, Elk Lake and Larder Lake. This collaboration has also led the way for additional supports for the housing team, including Community Paramedicine assisting with wellness checks of tenants.



# Unit Turnover and Vacancy

Vacancies vary from month to month and are difficult to forecast. In the first quarter of 2024. Housing Services have 30 days to prepare a unit and complete an accepted offer to a new tenant – this time frame may vary due to a number of factors – if major repairs such as flooring – window/door replacement are required in the unit – this can stretch to 2 months. Other reasons for extended vacancies include – the tenant has walked away and left all their belongings as well as extensive damage over and above normal wear and tear. Often chargebacks for willful damages can be issued.



25 Move Outs    25 Move Ins

1

Bought a house

3

Transfer to Private Landlord

2

Transfer within Housing Stock

4

Left District

6

Health Accommodation

3

Evicted

6

Deceased

Property	Address	Unit Type	Total # of Units	Units Occupied	Units Vacant	Units Vacant Mar 31, 2024	Offered	Rented Next Month	Vacant
A01C	Elk Lake	Senior/Single	19	18	1	1		1	1
A01E	69 Sixth, Englehart	Senior/Single	29	28	1	1		1	1
A02C	25 Tweedsmuir, KL	Senior/Single	66	64	2	2		0	2
A03C	41 Tenth, Earleton	Senior/Single	10	10	0	0			0
A04C	7th Street, Earleton	Family	12	12	0	0			0
A05C	30 Ninth, Earleton	Senior/Single	10	10	0	0			0
A06C	29 Miller, Cobalt	Senior/Single	23	23	0	0			
A07C	25 Tweedsmuir, KL	Family	23	23	0	0			
A08C	42 Churchill, KL	Senior/Single	32	31	1	1		1	0
A09C	390 Lakeview, N Cobalt	Senior/Single	12	12	0	0			
A10C	37 Tenth, Earleton	Senior/Single	15	11	4	3		1	3
A11C	100 Market, New Liskeard	Senior/Single	40	40	0	0			0
A12C	Scattered, Kirkland Lake	Family	24	22	2	2		2	
A13C	45 Tenth, Englehart	Senior/Single	12	12	0	0			0
A14C	37 A Tenth, Earleton	Senior/Single	3	3	0	0			1
A15C	Larder Lake	Senior/Single	20	20	0	2			0
A16C	108 Fifth Ave, Englehart	Senior/Single	15	15	0	0			
A17C	Scattered, New Liskeard	Family	4	4	0	0			
A18C	26 Ferland, Cobalt	Senior/Single	22	20	2	2		2	
A19C	154 Market, New Liskeard	Senior/Single	25	25	0	0			
A21C	480 Broadway, Haileybury	Senior/Single	14	14	0	0			
A22C	25 A Tweedsmuir, KL	Senior/Single	49	46	3	3		2	1
A25C	255 Grant Drive, New Liskeard	Family	8	8	0	0			
A26C	60 Fifth St, KL	Senior/Single	40	40	0	0			
A27C	165 Pollock, KL	Family	13	13	0	0			
A28C	175 Pollock, KL	Family	10	10	0	0			
A29C	180 Pollock, KL	Family	8	8	0	0			
A30C	190 Pollock, KL	Family	14	14	0	0			
A31C	Fraser House, Cobalt	Single	15	14	1	1		1	
Total	Units		602	578	17	18		11	9
	Rent Supplement Units	Family	4	0	0	0			
Total	All Units		600	564	17				
Supportive R	Strong Community RS Program	Single/Family	13	13	0	0			

# CHILDREN'S SERVICES

## Children's Services Program Overview



In the 1st Quarter of 2024, the Children's Services Program provided support for children and families in the district of Timiskaming. Daily support is provided by conducting intakes for Fee Subsidy Assistance, conducting parent interviews to determine eligibility, and Case Management tasks for ongoing families.

Our staff also provides continual support to child care providers through billing assistance, payments, budgets and Quality Assurance Services. We continue supporting child care centres to offer high quality programs by providing ongoing professional development in English, French and Indigenous teachings.

## 2024 Child Care Funding Allocations

Program	Funding Amount
General & Expansion Plan	\$6,229,165
Licensed Home Child Care	\$131,000
Early Learning Child Care	\$642,820
Wage Enhancement Allocation	\$604,506
Wage Enhancement Administration	\$12,679
EarlyON Provincial	\$753,552
ELCC	\$451,840
2024 Mental Health Allocation	\$20,693
CWELCC Fee Reduction & Workforce Compensation	\$2,853,299
Emerging Issues	\$99,200
CWELCC Fee Reduction & Workforce Compensation 2024 Direct Growth	\$37,943
Start-Up Grants	\$105,000
CWELCC Administration	\$121,303



# Canada-Wide Early Learning Child Care (CWELCC)

The Province of Ontario continues to work on finagling a new child care funding approach that aims to integrate current child care funds into the new CWELCC funding formula. Information about the new funding approach has not yet been released, however, the province confirmed they will be providing sufficient time to support a smooth transition.

During the first quarter of 2024 an average of **66 children** were assisted through the CWELCC system resulting in reduced child care fees.

\$145,894.98



\$143,621.17

\$142,910.85

● January ● February ● March

## Emerging Issues Funding

Emerging Issues Funding is part of the CWELCC funding. Licensed Child Care Providers can use the funding exclusively for addressing non-discretionary cost pressures (that is, those beyond the licensee’s control).

In Timiskaming in order to establish fair, consistent, transparent process (without all applications submitted), a portion of funding has been allocated for each licensed provider based on their 2023 Operating Capacity. The calculated allocations total \$123,277.94. In Q1 we disbursed 25% of the allocation totaling \$30,819.49.



## Wage Enhancement Grant

Registered Early Childhood Educators (RECEs) and other child care program staff play a key role during the critical years of a child’s development. However, there is a significant wage gap between RECEs working in publicly funded education system and those in the licensed child care sector. This wage gap creates challenges in retaining qualified pedagogical professionals to deliver affordable, high-quality services.

The Ontario government has made an ongoing commitment to support a wage enhancement for eligible child care professionals working in licensed child care settings. The province believes that the wage enhancement grant will help retain RECEs, and support access to stable, high-quality child care programs for children in Ontario.

The wage enhancement grant supports an increase of \$2 per hour plus 17.5% benefits for licensed program staff. In addition, the grant supports an increase of up to \$20 per day for home child care providers contracted with a licensed child care agency. During the first Quarter of 2024, \$137,275.52 was allocated to Child Care Provider staff.



# Workforce Compensation

Workforce Compensation funding supports recruitment and retention of Ontario’s Child Care workforce through improved compensation for lower-wage earners. It includes compensation enhancements for registered early childhood educator (RECE) staff (annual wage and wage floor increases) and non-RECE program staff (minimum wage offset).

During the first quarter of 2024 we provided over \$30,000 to child care providers to enhance wages for lower wage staff



# Family Discount

The Family Discount funding provides a discount to families who have more than one child in care. The DTSSAB provided \$84,538.50 in Family Discount reimbursement during the first Quarter of 2024. The discount is calculated on the lowest number of days attended by a child (children) in the family.



# of Children in Child Care	Discount Amount
2	\$10 a day
3	\$20 a day
4	\$30 a day
5	\$40 a day

	Number of Paid Childcare Days						
	Child 1	Child 2	Child 3	Child 4	Child 5	DISCOUNT CALCULATION	ELIGIBLE DISCOUNT
Example Family 1	20	19	0	0	0	19 days x \$10	\$190
Example Family 2	15	15	15	15	15	(15 days x \$10) + (15 days x \$10) + (15 days x \$10) + (15 days x \$10)	\$600
Example Family 3	20	19	15	0	0	(19 days x \$10) + (15 days x \$10)	\$340
Example Family 4	5	10	15	0	0	(5 days x \$10) + (10 days x \$10)	\$150

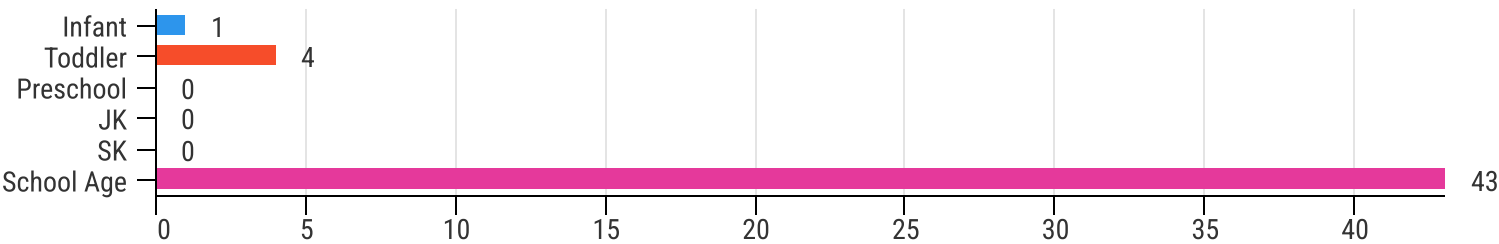
# Fee Subsidy Assistance

The Children's Services Program with the DTSSAB serves families in the district with fee subsidy assistance. This assistance helps eligible families pay for child care through a reduced parental contribution. The Ontario Government and municipal governments share the cost of this program. The subsidy is paid to licensed non-profit child care centres on behalf of the families.

Eligibility is determined utilizing the current Canada Revenue Notice of Assessment of the applicant. This subsidy can be provided to working parent(s), parent(s) enrolled in school and for parent(s) or child who have special needs.

During the first quarter of 2024 an **average of 47 children were assisted** through the fee subsidy program resulting in a lower parental contribution for monthly child care fees.

First Quarter Average Age of Children Who Benefited From Fee Subsidy



# Ontario's Access & Inclusion Framework

The DTSSAB's Access & Inclusion Framework Plan is written through the lens of recovery, renewal, and reinvigoration. Although numerous changes have happened since the pandemic was declared in January 2020, we are still affected by COVID in 2023. Additionally, previous challenges prior to COVID of staffing shortages have been exacerbated which we predict will take 3-5 years to recover from. Access and inclusion are also prime considerations of the plan.

A copy of the plan is located at:  
<https://www.dtssab.com/childrens-services>





# HUMAN RESOURCES

Key non-confidential HR Q1 initiatives and/or activities included, but were not limited to:

## EMS Recruitment

The successful recruitment of a new EMS Chief allowed for permanent staffing changes to be accomplished within the EMS leadership team, as several EMS leaders had been on temporary acting assignments over an extended period.

A Deputy Chief of Operations was appointed from within the EMS leadership team. The Superintendent of Community Paramedicine (CP) is now a permanent position, and has assumed the responsibilities of the former temporary role of Acting Commander of CP. These changes allowed incumbents in previous temporary acting assignments to return to their permanent EMS Superintendent positions.

The EMS Executive Assistant role was redesigned to meet the current needs of the EMS program, aligning the position with DTSSAB supervisory-level roles. The existing incumbent's title was replaced by Supervisor of EMS Administration. This change was essential to manage more effectively numerous vital administrative EMS responsibilities including scheduling, monitoring staff qualifications, etc. which are instrumental to operating our EMS service successfully.

The EMS leadership team, after years of unforeseen changes, has finally been completely reconstituted and all positions are now permanently filled.



## EMS Collective Bargaining Update / SEIU

SEIU - The EMS collective agreement expired December 31, 2023. Due to unexpected circumstances, bargaining was delayed. The SEIU and DTSSAB negotiating committees will exchange proposals on May 15, 2024, and will convene for negotiations June 3 – 6, 2024.



# 2024 Q1 Staffing and Recruitment Summary

Position	Recruitment Status	Details & Comments
<b>Emergency Medical Services</b> EMS Chief	Filled externally Permanent full-time	Vacancy due to retirement
<b>Emergency Medical Services</b> Deputy Chief of Operations	Filled internally Temporary Full-time	Vacancy due to retirement and extended temporary appointment
<b>Program Support</b> Bilingual Receptionist – South DTSSAB office	Filled internally Permanent Full-time	Vacancy due to resignation of permanent incumbent
<b>Emergency Medical Services</b> Paramedic, Part-Time District Float (x3)	Filled externally Permanent Part-time	Ongoing staffing needed to effectively support EMS operations
<b>EMS – Community Paramedicine</b> Community Paramedicine Superintendent	Filled internally Permanent Full-time	Permanent appointment following a temporary Acting assignment
<b>Human Resources</b> Human Resources Coordinator	Ongoing recruitment	Vacancy due to resignation of permanent incumbent in Q4 of 2023





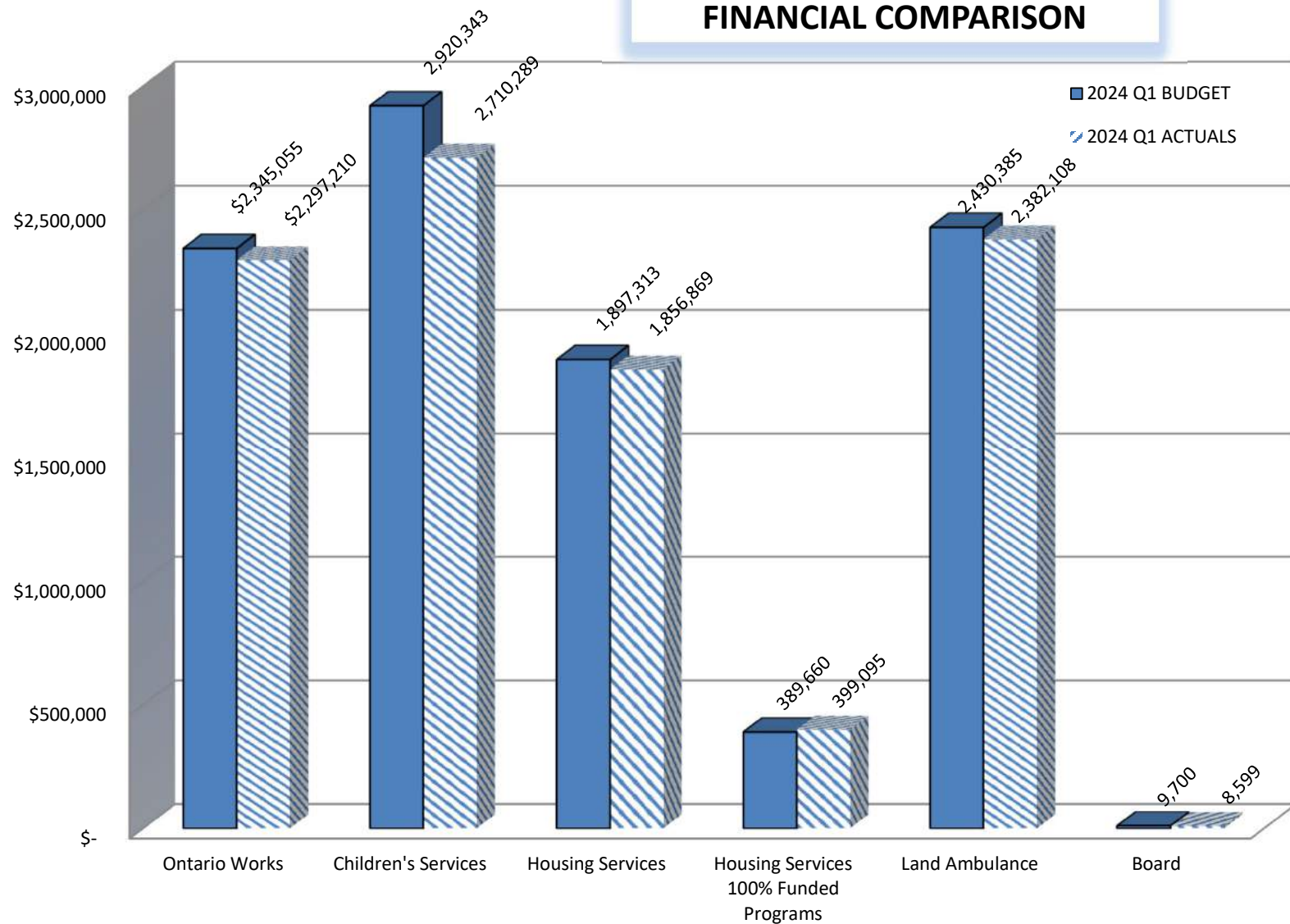


# **DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD**

## **2024 FIRST QUARTER FINANCIAL REPORT**



## DTSSAB 2024 FIRST QUARTER YTD FINANCIAL COMPARISON



# DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD



## 2024 FIRST QUARTER BOARD REPORT

	2024 APPROVED BUDGET	2024 Q1 BUDGET	2024 Q1 ACTUALS	2024 Q1 VARIANCE
<b>Expenditures</b>				<b>overbudget (underbudget)</b>
Ontario Works	\$ 9,212,800	\$ 2,345,055	\$ 2,297,210	\$ (47,845)
Children's Services	13,085,464	2,920,343	2,710,289	(210,054)
Housing Services	6,787,800	1,897,313	1,856,869	(40,444)
Housing Services 100% Funded Programs	2,510,250	389,660	399,095	9,435
Land Ambulance	10,270,900	2,430,385	2,382,108	(48,277)
Board	41,600	9,700	8,599	(1,101)
<b>Total Expenditures</b>	<b>\$ 41,908,814</b>	<b>\$ 9,992,456</b>	<b>\$ 9,654,170</b>	<b>\$ (338,286)</b>

### Ontario Works

Ontario Works is underspent by approximately \$47,000.

Employment Assistance is underspent by \$25,000, due to less demand than anticipated.

Salaries and benefits are underspent by \$19,000 due to vacancies and leaves.

### Children's Services

Children's Services is underspent by \$210,000.

Wage Enhancement and Canada Wide Early Learning Child Care account for \$47,000 of this variance as we are still waiting on some claims from the child care providers before we can issue payment.

General Operating expense is underbudget by \$167,000 but will be allocated to the providers later in the year.

### Housing Services

Housing services is underspent by \$40,000 approximately. This is mainly a result of underspending on capital projects. Most major projects occur in quarters two and three.

### Housing Services - 100% Funded Programs

The 100% housing services programs are overspent by approximately \$9,400. This is mostly attributed to the Ontario Priorities Housing Initiative, which will be monitored throughout the year as projects are approved.

### Land Ambulance

Land Ambulance is underspent by \$48,000 approximately. Salaries and benefits and community paramedicine are underspent and will continue to be monitored, while Information Technology costs are overspent due to new software/hardware upgrades that were not planned.

PROGRAM SUPPORT	2024 APPROVED BUDGET	2024 Q1 BUDGET	2024 Q1 ACTUALS	2024 Q1 VARIANCE
<b>Operating Expenditures</b>				
Salaries and Benefits	\$ 1,709,600	\$ 465,154	\$ 410,200	\$ (54,954)
Travel, Training and Meetings	43,800	10,950	6,859	(4,091)
Professional Fees	206,000	51,500	49,490	(2,010)
Rent/Lease	170,000	42,500	41,671	(829)
Telecommunications	55,500	13,875	11,540	(2,335)
Printing, Translation, Photocopying	15,000	3,750	2,629	(1,121)
Software and Support	90,000	61,000	63,224	2,224
Furniture and Equipment	16,600	4,150	-	(4,150)
Insurance	97,000	-	-	-
Office Expenses	16,100	4,000	3,314	(686)
Building Repairs and Maintenance	55,700	13,925	13,097	(828)
Recruitment Expenses	6,500	1,625	907	(718)
Postage and Courier	30,100	7,525	6,307	(1,218)
Utilities (KL Office)	25,000	6,250	6,566	316
Advertising and Promotion	5,000	1,250	847	(403)
Other (Bnk chgs, Ref mat, Svc awards, etc.)	24,700	6,175	7,040	865
Computer Hardware & Equipment	16,000	4,000	2,011	(1,989)
Memberships and Subscriptions	39,400	16,850	18,597	1,747
Interest & Other Income	(353,000)	(88,250)	(162,541)	(74,291)
<b>Total Operating Expenditures</b>	2,269,000	626,229	481,758	(144,471)
<b>Capital Expenditures</b>				
IT Infrastructure	25,000	-	-	-
Building Improvements	25,000	-	-	-
<b>Total Capital Expenditures</b>	50,000	-	-	-
<b>Contribution to IT Equipment Reserve</b>	45,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 2,364,000</b>	<b>\$ 626,229</b>	<b>\$ 481,758</b>	<b>\$ (144,471)</b>

**Program Support Variances**

Program support is underspent by approximately \$144,000.

\$74,000 is attributed to higher than anticipated interest income.

Salaries and benefits are underspent by \$55,000 due to position vacancies.

The remaining variances are minor.

BOARD EXPENDITURE SUMMARY MARCH 31, 2024	BOARD MEETINGS	MILEAGE	MEALS AND OTHER	TOTAL
<b>Board Member</b>				
Cliff Fielder	\$ 750	\$ 166	\$ -	\$ 916
Jesse Foley	750	-	-	750
Patrick Kiely	975	-	-	975
Jeff Laferriere	750	222	-	972
Mary-Jo Lentz	750	195	-	945
Ian MacPherson	750	195	-	945
Derek Mundle	1,275	36	-	1,311
Rick Owen	750	215	-	965
Lois Perry	750	85	-	835
<b>Totals</b>	<b>\$ 7,500</b>	<b>\$ 1,113</b>	<b>\$ -</b>	<b>\$ 8,613</b>

This schedule is based on timing of cash payments and may not agree to expenses recorded for accounting purposes.

INVESTMENT SUMMARY MARCH 31, 2024	CHILDREN'S SERVICES	EMS	HOUSING SERVICES	TOTALS
<b>Cash on Hand</b>	\$ 15,575	\$ 27,492	\$ 145,150	\$ 188,218
<b>Federal Bonds</b>				
Canada Housing Trust 0.95% Jun 15, 2025	28,835	62,476	312,379	403,690
Canada Housing Trust 1.90% Sep 15 2026	28,511	57,022	308,868	394,401
	<b>57,346</b>	<b>119,498</b>	<b>621,247</b>	<b>798,091</b>
<b>Provincial Bonds</b>				
Alberta 3.10% Jun 1, 2024	25,170	60,409	317,147	402,727
Ontario 3.50% Jun 2, 2024	25,219	60,526	317,762	403,507
British Columbia 2.85% Jun 18, 2025	14,818	29,636	158,059	202,513
Quebec 2.30% Sep 1, 2029	13,890	27,780	152,789	194,459
	<b>79,098</b>	<b>178,351</b>	<b>945,757</b>	<b>1,203,205</b>
<b>Corporate Bonds</b>				
TD Bank 1.943% Mar 13, 2025	14,604	29,208	155,777	199,589
Bank of Montreal 2.70% Dec 9, 2026	28,969	57,939	313,835	400,743
Royal Bank 2.328% Jan 28, 2027	33,098	56,740	312,070	401,909
Bank of Nova Scotia 2.95% Mar 8, 2027	14,354	28,708	153,109	196,171
Bank of Nova Scotia 3.10% Feb 2, 2028	14,470	28,939	154,343	197,752
TD Bank 1.888% Mar 8, 2028	13,716	27,431	155,442	196,589
Bank of Montreal 5.039% May 29, 2028	15,499	30,997	154,985	201,481
Royal Bank 1.833% Jul 31, 2028	13,649	27,297	154,686	195,632
	<b>148,358</b>	<b>287,260</b>	<b>1,554,247</b>	<b>1,989,865</b>
<b>Market Value of Portfolio - March 31, 2024</b>	<b>\$ 300,377</b>	<b>\$ 612,601</b>	<b>\$ 3,266,401</b>	<b>\$ 4,179,379</b>

All investments are in accordance with the Municipal Act.

There are differences in the Market Value shown here and the accounting value recorded in the financial records.

The money held in these investment accounts does not necessarily agree to the Reserve Fund balances, as there are transfers to or from these accounts that may be outstanding.

# Ending Chronic Homelessness in Ontario: Assessment of Need and Cost

## Introduction

This document overviews the "Ending Chronic Homelessness in Ontario: Assessment of Need and Cost" project. Initiated by the Association of Municipalities of Ontario (AMO) in partnership with the Ontario Municipal Social Services Association (OMSSA) and the Northern Ontario Service Deliverers Association (NOSDA), this project aims to:

- Quantify the current scale and scope of chronic homelessness in Ontario and potential growth without additional interventions.
- Identify and cost solutions at a provincial level to end chronic homelessness in Ontario to a functional zero standard by 2030, as defined by Built for Zero.
- Identify the gap between current municipal, provincial, and federal investments and the required investments to end homelessness in Ontario by 2030.

## Background

The project was launched with a Request for Proposal (RFP) in January 2024, aimed at attracting experienced organizations proficient in needs assessment and cost modelling in the homelessness and housing field. After carefully evaluating several submissions, HelpSeeker emerged as a successful proponent.

Led by Dr. Turner, HelpSeeker is recognized for its substantial expertise in cost modelling within the realm of homelessness. Additionally, the organization has extensive experience devising strategies and responses to complex social issues. A key aspect of their approach includes using responsible AI and machine learning integrated with a human-centred design philosophy. More information about HelpSeeker can be found [here](#).

## Use of the Research

The research conducted through this project is designed to serve multiple critical functions:

- **Advocacy Efforts:** The findings will be instrumental in advocating to the provincial and federal governments to allocate necessary resources backed by evidence and emphasizing the urgency and importance of investing in solutions to homelessness.
- **Policy Development:** Insights from the research will inform policy discussions with the Ministry of Municipal Affairs and Housing, among other relevant ministries. The goal is to influence necessary policy adjustments and create targeted programs that address the root causes and consequences of homelessness in Ontario.
- **Strategic Guidance for Service Managers:** The research will provide a comprehensive overview of homelessness across the province and equip service managers and District Social Services Administration Boards with the context and data needed to formulate effective local strategies.

## Methodology Overview

### 1. Project Initiation (April)

This initial phase is dedicated to setting the project's foundation by clearly defining its objectives and scope in collaboration with AMO, OMSAA, NOSDA and the Project Steering Committee. More information on the role of the Project Steering Committee can be found below.

### 2. Methodology Development (April-May)

In this phase, the project's research methodology will be developed, considering Ontario's unique challenges and dimensions of homelessness. Consultations will also extend to municipal service managers, Indigenous organizations, and other subject matter experts to ensure the methodology meets the needs of Ontario communities.

### 3. Data Collection (May-July)

The data collection phase focuses on gathering information about homelessness, encompassing supply, demand, and associated costs from service managers and publicly available sources. This phase includes compiling data from various resources such as prior modelling efforts, historical counts, By-Name Lists, financial documentation, and additional relevant data contributing to the understanding and response to homelessness.

We anticipate that the data collection process will span May and June. We know that service managers operate with varying data sets, resources, and capacities, making consolidating and sharing data a complex task. Acknowledging the inherent limitations in collected data, including those in By-Name Lists, our project, HelpSeeker, is committed to offering tailored support to each Service Manager.

A set of guidelines will be provided, outlining considerations for best practices in data sharing, including data transfer, privacy, use, and storage.

#### **4. Solution Generation (July - August)**

In the solution generation stage of our project, we will collaborate closely with service managers to explore and identify effective solutions for chronic homelessness. This collaboration will directly inform our cost modelling efforts, ensuring our financial analyses are rooted in practical, actionable strategies.

The specific methodology for this engagement will be determined in consultation with the project team and the Steering Committee, aiming to harness collective expertise and insights for maximum impact.

#### **5. Analysis and Reporting (May-September)**

After data collection, the analysis and reporting phase will involve a detailed examination and interpretation of the data to produce two key deliverables:

##### **Mid Term Report (June):**

- Present a profile of the current and projected state of homelessness up to 2030, including scale, scope, and demographics.
- Provide an estimate of the current waitlist for community housing across Ontario, detailing numbers and average wait times.
- Propose a method of identifying and costing solutions to achieve a functional zero standard of chronic homelessness by 2030.
- Offer guidance to AMO, OMSAA, NOSDA and Service Managers to harmonize data collection across municipalities to support province-wide advocacy and strategic planning.

##### **Final Report (November):**

- Outline the interventions and associated costs necessary to end chronic homelessness by 2030, highlighting the new investments required from federal and provincial governments.



- Analyze municipal expenditures on homelessness prevention and housing programs compared to provincial and federal spending, identifying trends and insights.
- Present an aggregate figure for Ontario, showing the financial gap between current commitments and the additional funding needed, without requiring a detailed breakdown by service manager area.<sup>1</sup>
- Include a summary and visual data representations to enhance understanding and accessibility. Ensure the report adheres to AODA compliance for inclusivity.
- Develop an infographic to summarize the report's findings and a slide deck for use in presentations by AMO, OMSSA, and NOSDA to disseminate information effectively.

## Exclusions

- **Scope:** While focusing on chronic homelessness and the housing solutions required to end it, the project will not include aspects related to the demand and costs for health interventions, such as primary care, acknowledging their significant interconnection with homelessness. This inclusion aims to provide a rounded perspective without conducting a full-scale needs and cost analysis of these health interventions. AMO is committed to exploring health-related interventions further in upcoming initiatives.
- **Aggregate Reporting:** No individual reporting of homelessness projections or costs among specific municipalities and District Social Service Administration Boards will exist or be published. All findings and data will be aggregated to provide an overview without attributing particular data to individual municipalities.

However, contingent upon the quality of data shared by individual service managers, HelpSeeker will offer the option of high-level, individual-level analysis on a confidential basis for those service managers who express interest.

- **Data Collection Expectations:** Municipalities will not be required to undertake extensive new data collection efforts. The project aims to use existing data wherever possible. HelpSeeker will collaborate directly with service managers when data is unavailable to develop the best estimates. These estimates will reflect the overarching needs without being time-consuming or burdensome for the participants. Work with other partners in the housing and homelessness field will be considered as appropriate and needed.

---

<sup>1</sup> While we won't publicly detail demand and costs by locality, we will consider the best ways to represent varying circumstances, demand, and supply across Ontario, paying particular attention to the distinct needs of northern and urban communities.

# Governance

## Project Steering Committee

The Steering Committee serves as the core governance body for the "Ending Chronic Homelessness in Ontario: Assessment of Need and Cost" project, ensuring strategic direction, oversight, and alignment with the project's objectives. The committee's composition is carefully structured to include diverse perspectives and expertise, including program delivery and financial analysis.

The primary role is to provide strategic oversight, adhering to project objectives and timelines while coordinating with AMO, OMSSA, NOSDA, and HelpSeeker. In addition, they will provide advice on the approach to communications and working with service managers.

Selection for the Project Steering Committee is underway, with AMO, OMSSA, and NOSDA extending invitations. The committee will feature representation from select municipalities and District Social Service Administration Boards, chosen based on geographical location, type, size, and their work on developing strategies and plans for ending homelessness, including experience with previous modelling work.

Special invitations will be extended to key Indigenous organizations to support an informed perspective in light of the stark over-representation of Indigenous people among those experiencing chronic homelessness.

Additionally, a small group of external experts will be invited for their specialized knowledge in chronic homelessness and data collection methodologies. Committee members will include representatives from OMSSA and NOSDA, alongside AMO, to provide a comprehensive sector overview.

Recognizing the critical importance of data autonomy, the principles of OCAP (Ownership, Control, Access, and Possession), and the sovereignty of Indigenous communities, invitations will be extended to Indigenous-led organizations for optional participation and collaboration.

## Roles of the Steering Committee

- 1) **Advisory:** The committee will convene at critical points throughout the project lifecycle to receive and evaluate recommendations from HelpSeeker and other experts, particularly regarding methodological decisions.
- 2) **Validation:** One of the committee's critical responsibilities is to validate the project's findings. This involves a thorough review of the data analysis and outcomes to ensure they are robust, accurate, and reflective of Ontario's current state of homelessness.

- 3) **Insights:** The Steering Committee will offer recommendations on the insights derived from the project's findings and contribute to strategic positioning. This includes effectively interpreting results to inform policy, advocacy, and service delivery strategies.
- 4) **Opportunities and Risks:** The committee's ongoing task is to identify opportunities to enhance the project's impact and mitigate any risks that could affect its success.
- 5) **Communications:** The committee will advise on communications to municipal service managers throughout the project and inform AMO, NOSDA and OMSSA on a communications plan for the final report.

Preliminary Meeting Dates

Meetings will be conducted virtually, typically lasting between 60 to 90 minutes. Unless unexpected issues arise, HelpSeeker and AMO will strive to schedule these meetings with at least 4-6 weeks' notice.

Meeting Topic	Times
Project Orientation and Governance	Thursday, 18 April 2024, 3:00-4:30 PM
Methodological Considerations	Wednesday, 22 May 2024, 1:00-2:30 PM
Mid-Term Report Presentation	Pending in June
Preparing for the Final Report	Pending in September
Final Report Presentation	Pending in November

Expert Advisors

To effectively address the "Ending Chronic Homelessness in Ontario: Assessment of Need and Cost" initiative, we will engage a wide range of experts through open-invitation methodology workshops. This inclusive approach will draw on the knowledge and experience of service managers, policymakers, and specialists in homelessness, housing, and data analysis.

Engagement Overview

- Methodology Workshops: These workshops will provide space for discussion on various methodological approaches, facilitating an evaluation of their applicability and effectiveness in Ontario. [See the scheduled workshops here.](#)
- One-on-One Consultations: Targeted discussions with individual experts will allow for detailed, specific feedback on the project's approach, enhancing the refinement of our methodology based on expert advice and frontline experiences.

## Service Managers

Participation from service managers will be integral to the success of this project.

HelpSeeker will develop a data collection strategy that is both practical and straightforward, designed to minimize duplication and ease the workload on service managers. This approach considers the autonomy, specific needs, capacities, and varying levels of data maturity across the province.

An information session will soon be scheduled to introduce service managers to the project.

## Preliminary Meeting Dates

Meeting Topic	Times
Information Session - Introduction to the Project	Monday, 29 April 3:00-4:00 PM
Information Session - Data Collection Guidelines	Pending in June

## Contact Information

For any inquiries regarding the "Ending Chronic Homelessness in Ontario: Assessment of Need and Cost" project, please direct your questions to the following individuals:

**Michael Jacek**, Senior Advisor, Association of Municipalities of Ontario (AMO): [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca)

**Dr. Alina Turner**, Co-Founder and CEO, HelpSeeker: [alina@helpseeker.org](mailto:alina@helpseeker.org)

**Jesse Donaldson**, Executive Vice President, Strategic Services, HelpSeeker: [jesse@helpseeker.org](mailto:jesse@helpseeker.org)

# Consent to Record

We use ReadAI for automated meeting transcripts and videos, enhancing our support and training accuracy. Participation is optional.

## The Fine Print:

- Consent requested at each meeting; opt-out anytime.
- Participants receive copies of transcripts and videos.
- Recordings and transcripts are internally shared only.
- Data destroyed 6 months post-contract termination.
- Option to stop recording at any moment.
- Consent is session-specific and does not carry over.
- Further details on ReadAI available upon request.



# Ending Chronic Homelessness in Ontario: Assessment of Need and Cost

May 2024

Service Managers Overview





Service Managers Orientation

# Agenda

Introductions

Project Overview

Methodological Considerations

Important Milestones and Timelines

Discussion



# Project Team

## **Association of Municipalities of Ontario (AMO):**

Lindsay Jones, Director  
Alicia Neufeld, Senior Manager  
Michael Jacek, Senior Advisor  
Daniela Spagnuolo, Policy Advisor

## **Ontario Municipal Social Services Association (OMSSA):**

Doug Ball, Executive Director

## **Northern Ontario Service Deliverers Association (NOSDA):**

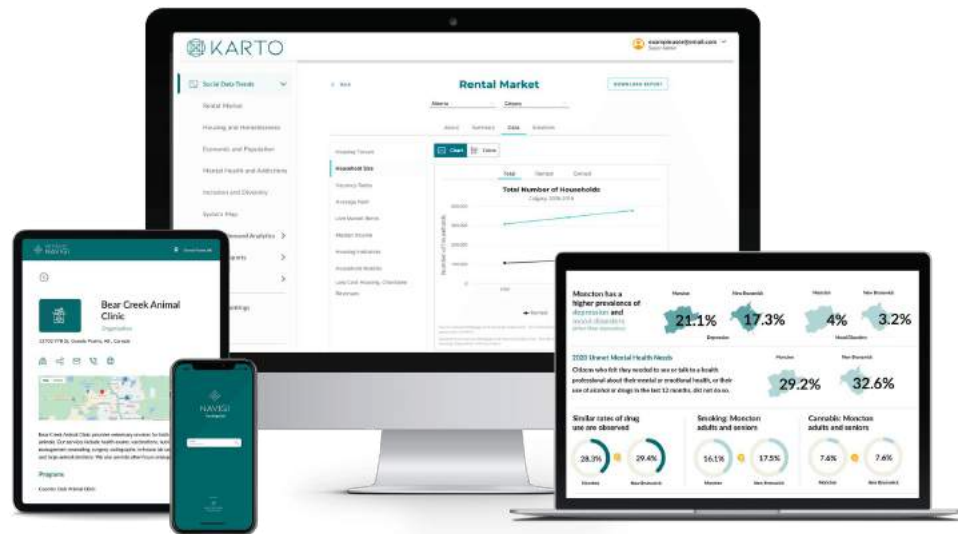
Fern Dominelli, Executive Director

The Project Team will guide the project's direction, identify risks and opportunities, maintain momentum, and ensure validation at critical milestones.



# Data, Software, and Solutions for Complex Social Issues

Our products, services, and experts, save you time, effort, and significant financial resources, allowing you to focus on what really matters – making a difference.



# Meet the HelpSeeker Team



**Dr. Alina Turner,**  
CEO and Co-Founder

Calgary, AB

*Lead*



**Jesse Donaldson,**  
Executive VP, Strategic  
Services and Customer  
Success

Toronto, ON

*Governance, Engagement  
and Strategy*



**Nicole Croft,**  
Manager of Customer  
Success

Victoria, BC

*Engagement Coordinator*



**Camilo Escamilla,**  
Policy and Data Analyst

Calgary, AB

*Data and Policy Analysis*



**Lori Kandyba,** Sr.  
Business Analyst

Welland, ON

*Data Architecture*



**Dee Wang,**  
Manager of Data  
Science

Stouffville, ON

*Data Architecture*

# Governance Structure

**Objective:** To ensure our approach is deeply reflective of Ontario's diverse contexts, enabling a comprehensive and nuanced understanding and response to chronic homelessness across the province.

## Project Team

AMO, NOSDA, OMSSA

**Roles:** Guides the project direction, identifies risks and opportunities, ensures momentum, and validates progress at critical milestones.

## Steering Committee

Senior-level representatives from select municipalities, as well as representatives from AMO, NOSDA and OMSSA.

**Roles:** Provides strategic input, ensures the project's alignment with municipal needs and priorities, and validates key deliverables.

## Expert Advisors

A diverse group of experts in homelessness, housing, data analysis, and policy will be engaged throughout the project. We will consult these professionals through open invitations to methodology workshops and one-on-one consultations.

# Project Overview

# Objectives

In partnership with the Association of Municipalities of Ontario (AMO), the Ontario Municipal Social Services Association (OMSSA), and the Northern Ontario Service Deliverers Association (NOSDA), this project is set to:

1.

**Quantify** the current scale and scope of homelessness in Ontario, including potential growth without further interventions.

2.

**Identify** and cost solutions at a provincial level to achieve a functional zero standard of chronic homelessness by 2030, as outlined by Built for Zero.

3.

**Determine** the investment gap between current municipal, provincial, and federal investments and the required funding to end homelessness in Ontario by 2030.

## PROJECT OBJECTIVES

# Value

This research will support:

1.

### **Advocacy Efforts**

Findings will support advocacy to governments for necessary resources, highlighting the urgent need for solutions.

2.

### **Policy Development**

Insights will inform policy discussions with the Ministry of Municipal Affairs and Housing, aiming to influence adjustments and create programs targeting homelessness's root causes.

3.

### **Strategic Guidance**

Providing Service Managers and District Social Services Administration Boards with data for informing local approaches and advocacy.

Are there any clarifications needed  
regarding the project's objectives as  
we've presented them?

# Methodological Considerations



At minimum, the methodology will:

- Identify **net new investments** needed from federal and provincial governments to support municipal efforts effectively.
- Include measures such as emergency response, temporary shelter, and permanent housing solutions, among others.
- Provide an **aggregate figure** for Ontario, avoiding breakdowns by service manager area, to highlight overall investment needs.
- Include a comparative analysis of municipal, provincial, and federal expenditures on homelessness prevention and housing programs to identify trends and insights.
- Aggregate planned municipal investments in homelessness prevention and related housing programs to pinpoint the funding gap for the coming years.

Local analysis will  
be provided to  
service managers a  
on the quality of  
data available.

# Essential Support from Service Managers

**Data Sharing:** Provide access to municipal data or the best estimates available within your region. This is vital for accurate projections and modeling.

**Current Capacity Reporting:** Furnish information on the current capacity of homelessness services and facilities, as well as growth rates, to assess supply versus demand.

**Financial Information:** We need details on current operational and capital costs related to homelessness services, which will help us in identifying financial gaps and investment requirements.

**Performance Metrics:** Share any existing data on performance metrics for homelessness interventions to establish benchmarks for success and measure progress towards ending chronic homelessness.

**We are aware that this project requires a concerted effort across different levels of government and service organizations.**

**We value your expertise, local knowledge, and the on-the-ground data that only Service Managers can provide.**

**Your contributions will be pivotal in shaping the interventions and investment strategies that will lead us towards our goal.**

# Developing Evidence-Based Projections

**To understand the magnitude of chronic homelessness, we will project the total population, the subset that is homeless, and the chronically homeless population. These projections will aid in understanding the current scenario and predicting future trends without intervention.**

## **Methods:**

The absence of municipal data necessitates the use of projections from the Ontario government.

A multi-method approach will be utilized, including Regression & Scenario Analysis and Multi-Level Modeling (MLM) to ensure a robust understanding of the issue and potential solutions.

## **Data Sources:**

Primary data collection will be based on templates customized for this project, with an emphasis on the following data points

# Types of Data to Explore

Census and large datasets for demographic insights

Point-in-time count data for current homelessness snapshots

Administrative data, including HIFIS and By-Name Lists, for service usage

Observational or best-estimate data based on local expertise

Municipal population projections to forecast future needs

Budgets at local, provincial, and federal levels for financial context (FIRs, Budgets)

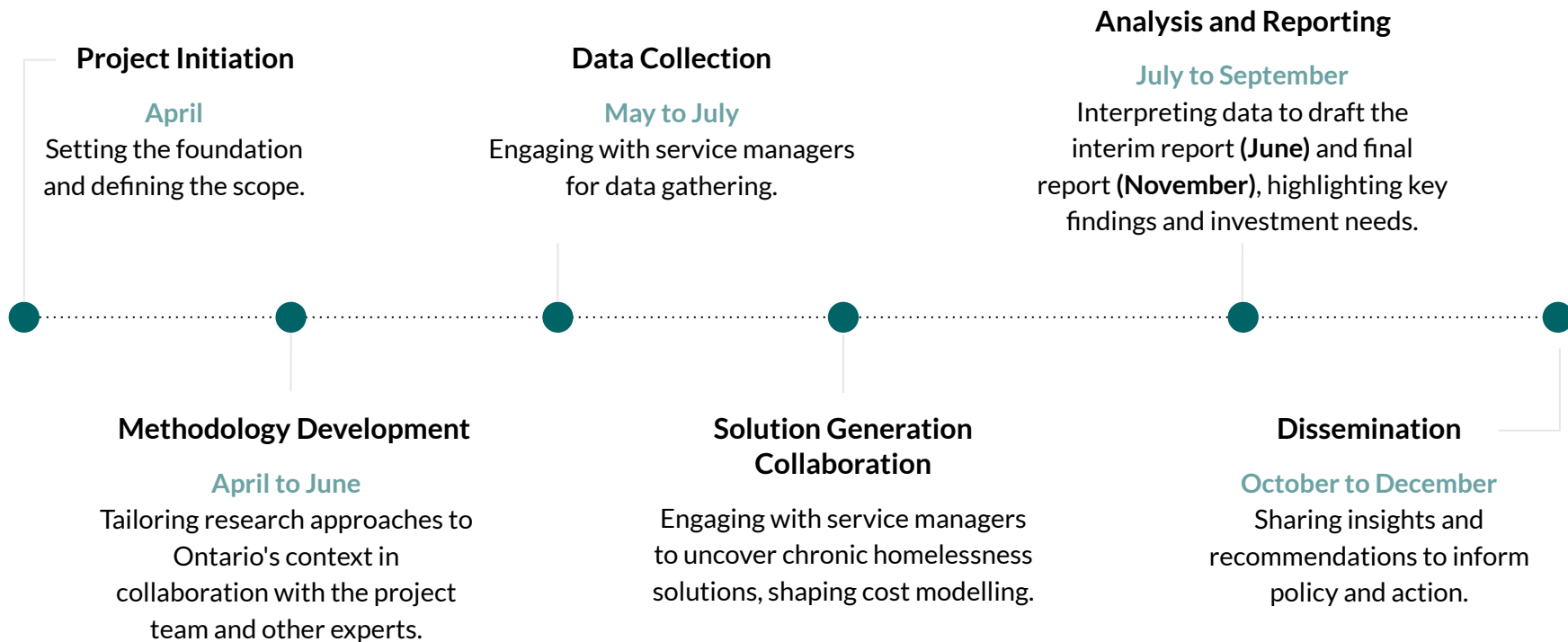
Program costs to understand spending on homelessness interventions

Funding portfolios to analyze program types and resource allocation

Latest academic research and trends for evidence-based approaches (reports, studies)

# Project Phases

# Timeline



# Data Collection Process

Your Role as  
Service  
Manager  
Point of  
Contact

## Key Departments

Finance

Homelessness

Housing

Financial Supports

Distribution of invite to key reps

May 23  
Methodology  
Workshop

Distribution of template

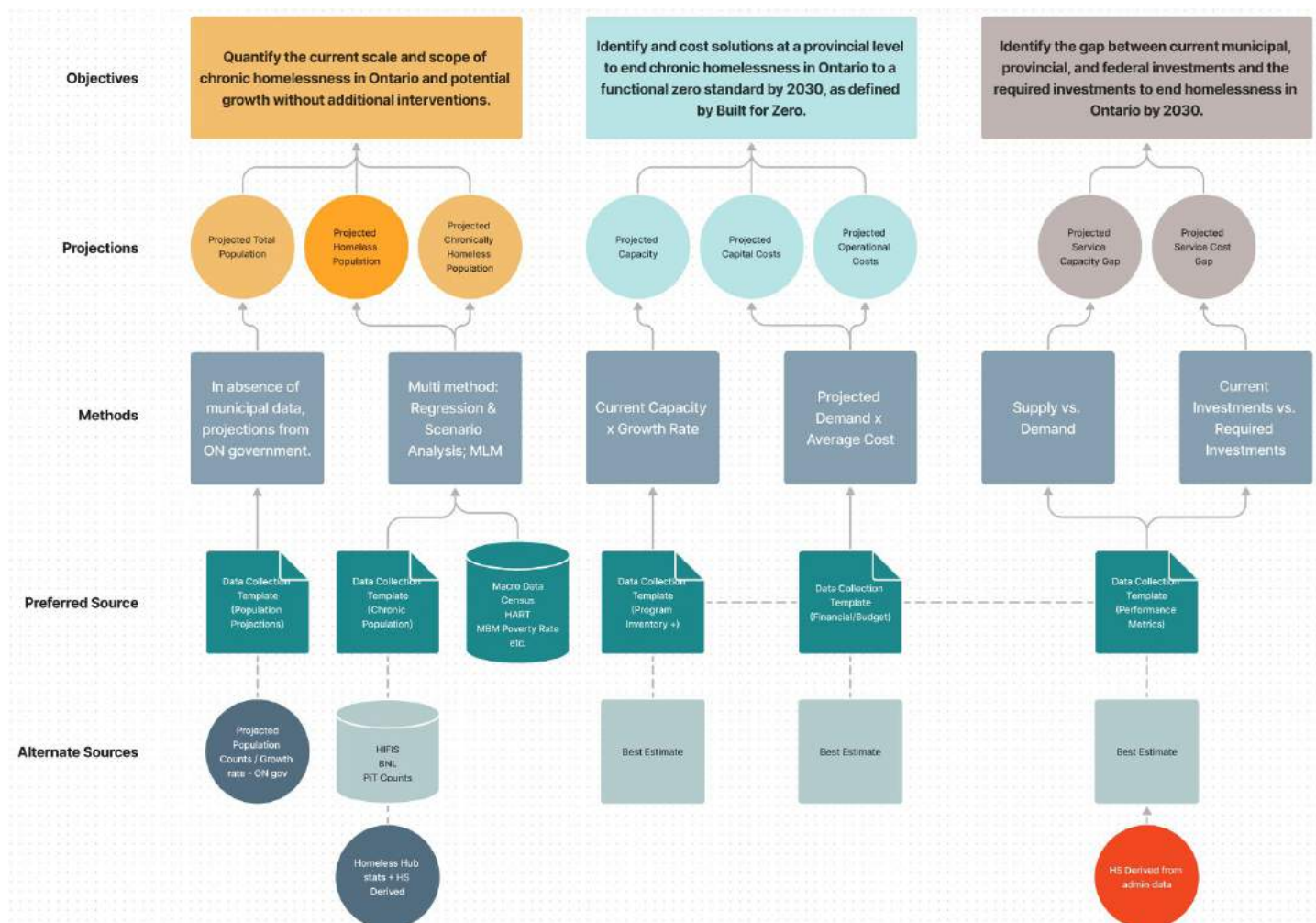
May 29  
Data  
Collection  
Templates

Championing data submission

July 31  
Data  
Collection

Existing Data NOT New Data Collection

# Methodology At A Glance





# Discussion

Given Ontario's varied landscapes, how  
can we adapt our methodology to  
accurately capture differences across  
urban and rural, as well as northern and  
southern regions?

How can we facilitate a more  
streamlined data-sharing process  
between your office and our project  
team?

What innovative data collection methods might we employ to overcome data limitations in capturing the full scope of homelessness?

# Next Steps

Circulate the  
presentation deck &  
summary

Methodology workshop  
invitations

Data collection template  
distribution

Methodology workshop (open invitation)	May 13, 2024
Final Report Presentation	Pending in November

## Defining Functional Zero

Functional zero is definitely not a mainstream term. Find below some answers for frequently asked questions. For further detail, refer to the [Functional Zero Q&A](#).

### **What do you really mean when you say a community has ended homelessness?**

When we refer to ending homelessness, we mean that a community has reached functional zero, a standard developed by Community Solutions. Functional zero is a dynamic milestone that indicates a community has solved homelessness for a population (such as chronic or veterans). Reaching and sustaining this milestone is in service of building a future where homelessness is rare, brief, and non-recurring.

### **What does reaching functional zero chronic homelessness mean? [Watch our video.](#)**

A community has ended chronic homelessness when the number of people experiencing chronic homelessness is three or less (or 0.1% for larger communities with more 4,000 people experiencing homelessness).

### **What does reaching functional zero veteran homelessness mean? [Watch our video.](#)**

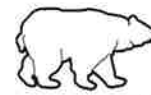
A community has ended veteran homelessness when the number of veterans experiencing homelessness is less than the number of veterans a community has proven it can house in a month—basically when the system capacity (or average monthly housing move-in rate) is greater than the number of veterans experiencing homelessness on the community's By-Name List.

### **Why are you only focused on ending chronic or veteran homelessness?**

Built for Zero Canada is starting with chronic and veteran homelessness as the first steps in eliminating all homelessness. By working with communities to build coordinated homelessness response systems focused on preventing and ending homelessness (beginning with chronic and veterans) to create proof-points, we can demonstrate that ending homelessness is possible. Through the efforts of building a By-Name List and Coordinated Access, a community is learning and setting up the foundation for a homelessness-serving system that will lay the foundation to ensure that homelessness for any individual is rare, brief and non-recurring.

### **Why do I still see people on the street when you say you've reduced or ended homelessness?**

Ending homelessness does not mean that people will never experience it again. What it does mean is that systems are in place to ensure that any experience of homelessness is rare, brief, and non-recurring. Like the healthcare system may not prevent everyone from getting sick it will ensure that people who do get sick are triaged appropriately and receive the services they need to improve their health before it becomes a crisis.



"Via Email: [Paul.Calandra@pc.ola.org](mailto:Paul.Calandra@pc.ola.org)"

May 24<sup>th</sup>, 2024

The Honorable Paul Calandra  
Minister of Municipal Affairs and housing

**Re: Operational Budget Funding**

This will serve to advise you that Council of the Corporation of the Town of Cochrane, at its regular meeting held Tuesday, May 14<sup>th</sup>, 2024, passed the following resolution pertaining to the above noted:

**"Resolution No. 281-2024**

**Moved by: Councillor Sylvie Charron-Lemieux**

**Seconded by: Councillor Mark Recoskie**

**WHEREAS** all Ontario municipalities are prohibited from running budget deficits for operating purposes; and

**WHEREAS** all Ontario municipalities have similar pressures with respect to aging infrastructure and operating costs for policing; and

**WHEREAS** the City of Toronto has recently received Provincial funding to cover a \$1.2 billion-dollar operating shortfall and approximately \$12 million in Federal and Provincial Funding for their Police operating budget; and

**WHEREAS** the City of Toronto has the lowest tax rates in the Province;

**THEREFORE, BE IT RESOLVED THAT** the Corporation of the Town of Cochrane call on the Province of Ontario to treat all municipalities fairly and provide equivalent representative operational budget funding amounts to all Ontario municipalities.

**FURTHERMORE, THAT** this resolution be circulated to all municipalities in Ontario; the Premier of Ontario, the Hon. Doug Ford; the Minister of Municipal Affairs and Housing, the Hon. Paul Calandra; and the Timiskaming-Cochrane MPP, John Vanthof.

**CARRIED."**

Your attention to this matter is greatly appreciated!

Yours truly,

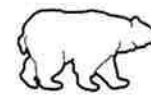
**THE CORPORATION OF THE TOWN OF COCHRANE**

Alice Mercier  
Clerk

AM/ed

c.c: All Ontario Municipalities;  
Premier of Ontario, Hon. Doug Ford;  
Timiskaming-Cochrane MPP, John Vanthof





“Via Email: [Premier@ontario.ca](mailto:Premier@ontario.ca)”

May 24<sup>th</sup>, 2024

The Honorable Doug Ford  
Premier of Ontario

**Re: Increase Ontario Community Infrastructure Fund**

This will serve to advise you that Council of the Corporation of the Town of Cochrane, at its regular meeting held Tuesday, May 14<sup>th</sup>, 2024, passed the following resolution pertaining to the above noted:

**“Resolution No. 283-2024**

**Moved by: Councillor Sylvie Charron-Lemieux**

**Seconded by: Councillor France Bouvier**

**WHEREAS** like the City of Toronto, The Corporation of the Town of Cochrane 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; and

**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 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.

**FURTHERMORE, THAT** a copy of this resolution be circulated to all municipalities in Ontario; the Association of Municipalities of Ontario; Timiskaming-Cochrane MPP, John Vanthof; the Ontario Minister of Transportation, the Hon. Prabmeet Singh Sarkaria; and the Premier of Ontario, the Hon. Doug Ford.

**CARRIED.”**





**THE TOWN OF COCHRANE**

171 Fourth Avenue  
Cochrane, Ontario, Canada, P0L 1C0  
T: 705-272-4361 | F: 705-272-6068  
E: townhall@cochraneontario.com



ONTARIO, CA

**COCHRANE**  
**WONDERFULLY UNEXPECTED**

Your attention to this matter is greatly appreciated!

Yours truly,

**THE CORPORATION OF THE TOWN OF COCHRANE**

Alice Mercier  
Clerk

AM/ed

c.c: All Ontario Municipalities;  
Association of Municipalities of Ontario;  
Ontario Minister of Transportation, Hon. Prabmeet Singh Sarkira;  
Timiskaming-Cochrane MPP, John Vanthof





PO Box 752 Haileybury, On POJ 1K0

May 31, 2024

City of Temiskaming Shores  
Mayor and Council  
325 Farr Drive  
Haileybury, ON POJ 1K0

Dear Mayor and Council,

We have recently learned that the city is open to supporting community events with a financial contribution.

North on Tap is a not for profit corporation registered in the Province of Ontario. We host a Friday "Family Night", which is alcohol free and there is no cost for families to attend. We had over 300 kids and families attending in 2023. We also partner with the Haunted Hustle committee to host a 5KM fun run along the STATO trail. We have introduced a new golf event for 2024. We are hosting a golf social at the Haileybury Golf Club. Our data shows that this weekend attracts many tourists from across Ontario, Quebec and the USA.

The free family night consists of inflatables, face painting, kids games, family movie, toy donations, BBQ and more. We are requesting that the city cover the cost of the family night expenses, which are estimated at \$5,000.00.

Since 2017, North on Tap has donated \$325,500 to local community groups. Our Saturday craft beer event is always a sold-out event with over 2,000 attendees. We promote Ontario craft breweries along with local food vendors and musicians. We also have over 100 volunteers that help run the festival.

Thanks for your consideration of this request. Please let me know if you have any questions.

Regards,

Hugo Rivet  
Committee Member

# PHU-THU Merger: Community Update

**June 3, 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?



- Submitted the application to merge to the Ministry of Health.
- Both Boards of Health have passed motions formally intending to merge;
  - Reconfirming prior Board of Health direction to work towards a merger (March 2020; August and Fall 2023);
  - Pending government approval and confirmation of government funding.
- Both Boards of Health continue to discuss municipal representation on the future board.
- Implementing change management plans for staff, including training and team-building opportunities.
- Continuing to work on corporate integration (Human Resources and Information Technology).

## Communities and Public Health

- Local community needs and how we can best address them remain a strong focus throughout the merger.
- The merger will strengthen public health in each community by:
  - Reducing duplication and freeing up staff capacity and resources for effective public health programs and services;
  - Increasing surge capacity for urgent local public health concerns and emergencies;
  - Increasing staff expertise and enhancing retention;
  - Aligning boundaries with community and system partners, streamlining communication and work.
- Funding support from the Ministry of Health will ensure no financial impact of the merger on municipalities during the transition, and that the current staff and level of service will be maintained and enhanced.
- Merging now provides the opportunity to preserve our unique rural voice and plan our own future.

## Next steps

- Continuing to meet with the Ministry of Health on a regular basis to review the application and plan next steps.
- Engagement with community leadership and partners will focus on ensuring that public health programs and services are strengthened along the way.

## Messaging for your community members

- Current local public health contacts, programs and services remain the same.
- Merging will increase capacity, allowing for continued access to public health programs and services, even during simultaneous public health emergency responses.
- There will be more long-term, sustainable solutions that will have lasting positive impacts on the health of communities.
- While discussions of a merger between the Porcupine Health Unit and Timiskaming Health Unit have been occurring over 20 years, the COVID-19 pandemic provided a unique opportunity to realize the potential of a

merger. A merger is imperative to respond and adapt effectively to the everchanging needs of our communities.

***Strengthening public health in Northeastern Ontario***

# EARLTON-TIMISKAMING REGIONAL AIRPORT APRIL 2024

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$13,844	\$20,062
Operations	\$6,354	\$182,222
	<u>\$20,198</u>	<u>\$202,284</u>

## EXPENSES

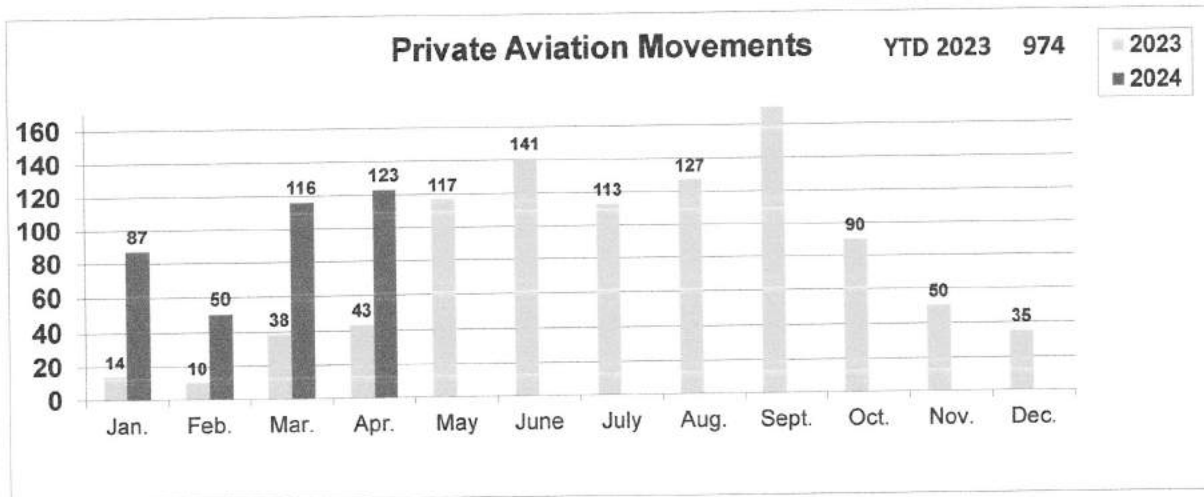
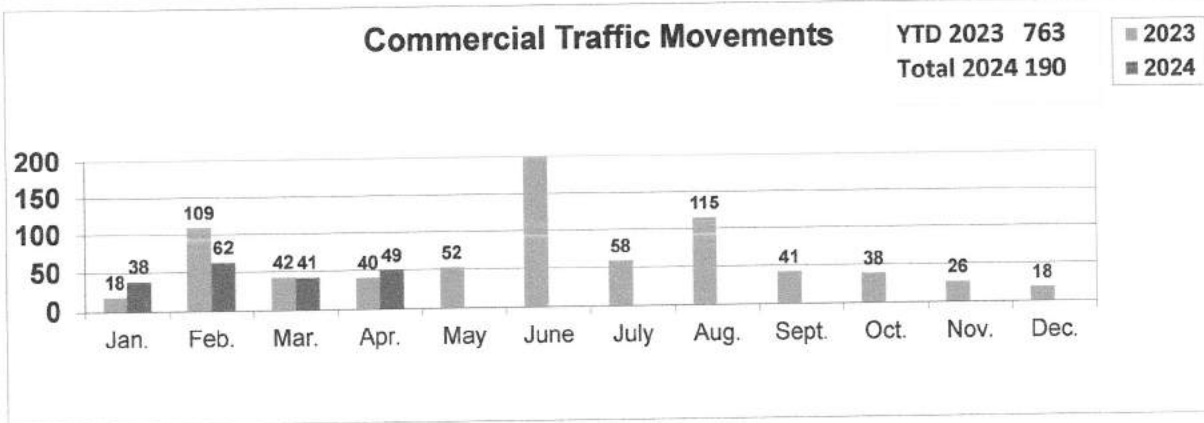
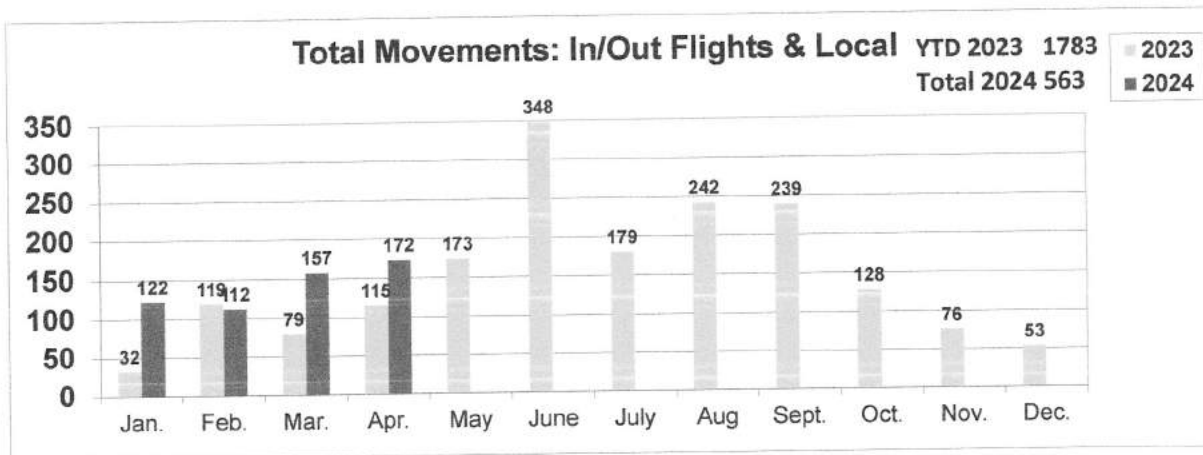
Fuel	\$0	\$0
Operations	\$32,975	\$71,848
	<u>\$32,975</u>	<u>\$71,848</u>

## NET PROFIT/LOSS

Fuel	\$13,844	\$20,062
Operations	-\$26,621	\$110,374
Capital Expenses		
	<u>-\$12,777</u>	<u>\$130,436</u>

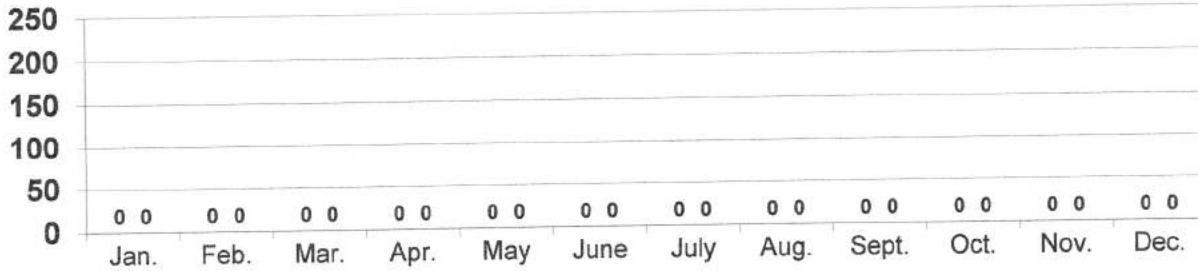
<u>FUEL INVENTORY - JET A1</u>	\$ 20,246
<u>FUEL INVENTORY - AVGAS</u>	\$ 16,348
<u>FUEL INVENTORY - DIESEL</u>	\$ 5,598

## ANNUAL AIRCRAFT MOVEMENTS



### Air Carriers Movements

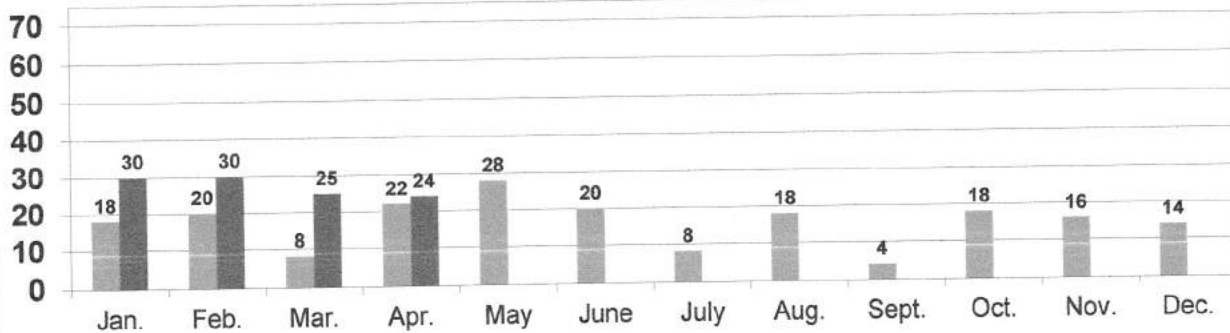
2023  
2024



### Air Ambulance Movements

YTD 2023 194  
Total 2024 109

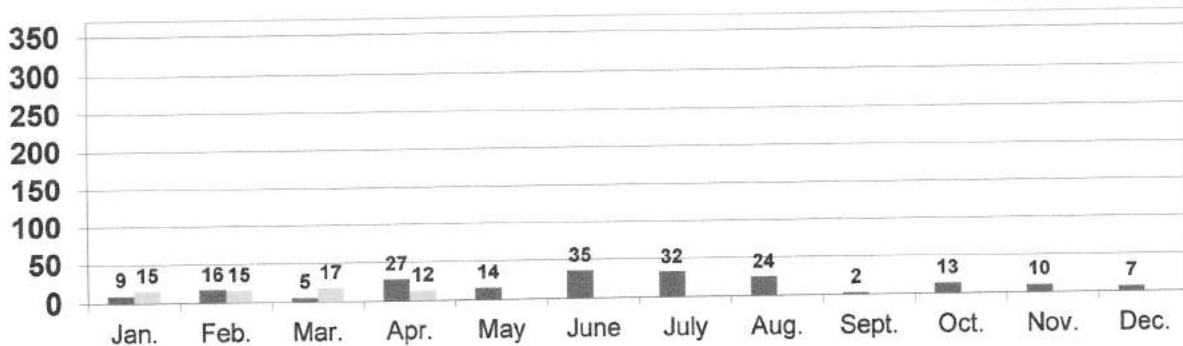
2023  
2024



### # Pgrs. via Air Charter

YTD 2023 194  
Total 2024 59

2023  
2022





**Community Contribution Summary**  
**2024 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	
Chamberlain	311	\$3,048	\$3,048.00
Charlton and Dack	686	\$6,723	\$6,723.00
Coleman	517	\$5,067	\$2,533.50
Englehart	1442	\$14,132	\$14,132.00
Evanturel	502	\$4,920	
Harley	524	\$5,135	
Harris	530	\$5,194	
Hilliard	215	\$2,107	
Hudson	530	\$5,194	
Temiskaming Shores	9634	\$94,413	
Thornloe	92	\$902	
<b>Total Contributions</b>	<b>16523</b>	<b>\$161,927</b>	

**Donation**

Kerns	358	\$3,508	\$3,000.00
<b>Total Contributions</b>		<b>\$165,435</b>	<b>\$3,000</b>

As of April 30, 2024



**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
New Liskeard, ON P0J 1P0  
Tel.: 705-647-4305 Fax: 705-647-5779

**Branch Offices:**

Englehart Tel.: 705-544-2221 Fax: 705-544-8698  
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

June 12, 2024

New Liskeard Agricultural Society  
PO Box 1239  
New Liskeard, ON  
P0J 1P0

Dear Board of Directors,

The New Liskeard Fall Fair is a staple of community spirit and entertainment in Temiskaming Shores. We are grateful to enjoy this long-standing traditional venue for gathering, meeting our neighbours, and showcasing our area's farming, agriculture, and handicrafts. Since its inception, it has provided learning opportunities for school-aged children and youth. Changes have been made throughout the years to highlight innovations such as new technologies and products and advancements in agriculture. I am writing today to ask you to consider another critical and timely change.

Timiskaming has the highest rate of adult smokers in Ontario (22%), which is more than double the provincial average. As a result, Timiskaming Health Unit is asking healthcare providers, municipalities, employers, communities, and organizations to come together to assist us in addressing this issue. We are appealing to you, the New Liskeard Agricultural Society's Board of Directors, to help us by making the Fall Fair grounds smoke and vape-free. This would facilitate numerous benefits, including:

1. The elimination of exposure of attendees, including children, to secondhand tobacco and cannabis smoke;
2. A reduction in smoking behaviour;
3. A decrease in the modeling of smoking behaviour - especially in the presence of our children and youth;
4. Reduced smoking-related litter, which is not only unsightly but also poses a risk to some animals; and
5. The setting of an example showing that Temiskaming Shores is committed to creating a healthy community for all.

To help facilitate this request, I would like to offer a presentation from health unit staff who can answer questions and work with you to identify a path forward. Timiskaming Health Unit staff are also available to consult and assist you with policy development, procedures, and suggestions for enforcement.

The New Liskeard Agricultural Society has an opportunity to be a community leader by turning the Fall Fair into a smoke- and vape-free event. We welcome the opportunity to work with you on this. To discuss potential next steps, please contact Laurel Beardmore, Public Health Promoter, at [beardmorel@timiskaminghu.com](mailto:beardmorel@timiskaminghu.com) or by telephone at (705) 647-4305.

Sincerely,

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

Dr. Glenn Corneil, , B.Sc., M.D., C.C.F.P., F.C.F.P.  
Acting Medical Officer of Health/CEO

Cc: Boards of Education  
City of Temiskaming Shores  
Horne Granite

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

Thursday, March 7, 2024  
Harley Twp. Hall  
New Liskeard, ON

**Attendance:** Doug Metson, Jeff Laferriere, Wayne Miller, Dan Perreault,  
Kerry Stewart, Patrick Rieux, Laurie Bolesworth, Debbie Veerman,  
Pauline Archambault, Crystal Gauthier, Guy Labonte, Barbara Beachey,  
James Smith, Sheila Randell

**1. Welcome - Meeting called to order**

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of March 7, 2024, be called to order at 6:30 p.m."

Carried

**2. Approval of Agenda**

Moved by: Doug Metson

Seconded by: Barbara Beachey

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

Carried

**3. Approval of Minutes of Last Meeting**

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the Meeting held January 18, 2024 be adopted as presented."

Carried

**4. Business Arising from Minutes**

None

**5. Financial Report**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Finance Report for the months of January 2024 and February 2024 be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

**6. Manager's Report**

Moved by: Kerry Stewart

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the Manager's Report for the months of January 2024 and February 2024 be adopted as presented and attached hereto forming part of these Minutes."

Carried

**7. New Business**

Moved by : Barbara Beachey

Seconded by : Patrick Rieux

WHEREAS "question regarding Municipal Levies for 2024 has been brought forward",  
BE IT RESOLVED THAT "the ETRAA Board of Directors agrees to keep Municipal  
Contribution rate at \$9.80 per capita.

Carried

Copies of the draft budget for March 1, 2024 to February 28, 2025 were distributed  
to the Board Members for their perusal and discussion.

James Smith advised that the Airport's decelerometer needs to be replaced and that he  
found a good used one for \$3,000. Board members agreed to go ahead and purchase.

**8. Closed Session**

Moved by : Barbara Beachey

Seconded by : Doug Metson

BE IT RESOLVED THAT "the ETRAA approve to convene in Closed Session at 7:24."

Carried

Moved by : Doug Metson

Seconded by : Barbara Beachey

BE IT RESOLVED THAT "the ETRAA approve to adjourn Closed Session at 7:43 with  
the following motion":

Moved by : Barbara Beachey

Seconded by : Patrick Rieux

WHEREAS "ETRAA is ending their contract with Loomex"; and

WHEREAS "James Smith is an employee of Loomex"; and

WHEREAS "ETRAA will be in need of an Airport Manager";

BE IT RESOLVED THAT "the ETRAA Board of Directors agrees to hire James Smith  
as Airport Manager for the Earleton-Timiskaming Regional Airport as per the  
Employment Agreement attached."

Carried


**10. Adjournment**

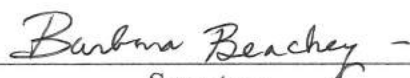
Moved by: Wayne Miller

Seconded by: Kerry Stewart

BE IT RESOLVED THAT "this meeting be adjourned at 7:45 p.m."

Carried

  
Chair

  
Secretary



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on April 3, 2024 at 6:30 PM

THU NL Boardroom / 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 ( <i>video</i> )
Mark Wilson	Municipal Appointee for Temiskaming Shores
Jeff Laferriere	Municipal Appointee for Temiskaming Shores
Curtis Arthur	Provincial Appointee ( <i>video</i> )
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman ( <i>video</i> )
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier ( <i>video</i> )
David Lowe	Provincial Appointee
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> )
Todd Steis	Provincial Appointee

**Regrets**

Gord Saunders	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Guy Godmaire	Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Cathy Dwyer	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
Erin Cowan	Director of Strategic Services and Health Promotion

**3. APPROVAL OF AGENDA****MOTION #26R-2024**

Moved by: Jeff Laferriere

Seconded by: Jesse Foley

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on April 3, 2024, as amended with the following addition:

10c – Medical Care Transportation (Mr. Lowe)

CARRIED

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

None.

**5. PRESENTATION: SOCIODEMOGRAPHIC DATA FOR THU**

Presenters: Celine Butler, Epidemiologist

Angela Osei, Epidemiologist

Staff presented an overview of the sociodemographic data for the Timiskaming district. The presentation is available [here](#).

Celine and Cristina left the meeting room at 6:53 pm.

**6. APPROVAL OF MINUTES****MOTION #27R-2024**

Moved by: Mark Wilson

Seconded by: David Lowe

Be it resolved that the Board of Health approves the minutes of its regular meeting held on March 6 and March 25, 2024, as presented.

CARRIED

Mr. McIntyre stated that an option to obtain a recorded vote for certain discussions be available moving forward. The comment was noted by Chair Wight.

**7. BUSINESS ARISING**

None noted.

**8. REPORTS OF MOH/CEO**

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

- The province recently confirmed a COVID-19 spring booster campaign for eligible persons of +65 yrs and those with an underlined medical condition. The vaccine will be available at THU and participating pharmacies. Messaging underway. The majority of the population will get to participate in the fall booster campaign.
- Measles: no increase post March break. The THU immunization team was successful in obtaining +80% in vaccination rates through the booster campaign.

- Solar eclipse: provincial messaging have been distributed to schools and have been attending standby emergency department meetings.
- James Bay standard flood evacuation: discussed the Town of Kirkland Lake potentially receiving evacuees over the next week. THU taking part in meetings for role of food inspections and risk of infectious diseases.

9. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

10. **NEW BUSINESS**

a. **PHU-THU Merger Update**

Dr. Corneil provided the following update:

- A BOH special meeting was held on March 25, 2024.
- The merger application was submitted to the ministry on April 2, 2024, and including all the applicable motions.
- The board composition motion was not carried at the Porcupine Health Unit, due to loss of quorum, therefore this part of the application was not complete. The motion is to be revisited at their next meeting, end of April.
- Working to distribute a summarized copy of the merger application to all members.
- Now awaiting the ministry formal decision. Hoping for a quick decision in order to move forward with the merger transition work.

b. **Briefing Note: Gender-Based and Intimate Partner Violence**

**MOTION #28R-2024**

Moved by: Jeff Laferriere

Seconded by: Mark Wilson

Be it resolved that the Board of Health:

1. Endorse the Public Health Sudbury and Districts calls for the provincial government to declare gender-based violence and intimate partner violence an epidemic (Appendix A)
2. Send a letter indicating this endorsement and urging the provincial government to declare gender-based violence and intimate partner violence an epidemic to Hon. Doug Ford, Premier of Ontario via email: [doug.fordco@pc.ola.org](mailto:doug.fordco@pc.ola.org)

cc:

- Hon. Sylvia Jones, Deputy Premier and Minister of Health
- Hon. Michael Parsa, Minister of Children, Community and Social Services
- Hon. Paul Calandra, Minister of Municipal Affairs and Housing
- John Vanthof, MPP – Timiskaming-Cochrane
- Anthony Rota, MP – Timiskaming-Nipissing



- Charlie Angus, MP – Timmins-James Bay
- Dr. Kieran Moore, Chief Medical Officer of Health
- Dr. Eileen DeVilla, Chair, Council of Medical Officers of Health (COMOH)
- All Ontario Boards of Health
- Association of Local Public Health Agencies (alPHA)
- Health Unit Member Municipalities
- Melanie Ducharme, Chair of Temiskaming District Violence Against Women Coordinating Committee

c. **Medical Care Transportation**

After some consideration, Mr. Lowe informed to defer this discussion item to a later meeting of the Board of Health.

11. **CORRESPONDENCE**

**MOTION #29R-2024**

Moved by: David Lowe

Seconded by: Casey Owens

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

CARRIED

12. **IN-CAMERA**

None noted.

13. **RISE AND REPORT**

N/A

14. **DATES OF NEXT MEETINGS**

The next regular meeting will be held on May 1, 2024 at 6:30 pm in Kirkland Lake.

15. **ADJOURNMENT**

**MOTION #30R-2024**

Moved by: Paul Kelly

Seconded by: Carol Lowery

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:27 pm.

CARRIED

March 28, 2024

Please be advised that during the regular Council meeting of March 26, 2024 the following resolution regarding support for 'a call to action' to meet the deadline of an Accessible Ontario by 2025 was carried.

**RESOLUTION NO. 2024-151**

**DATE:** March 26, 2024

**MOVED BY:** Councillor MacNaughton

**SECONDED BY:** Councillor Pennell

**WHEREAS** the Accessibility for Ontarians With Disabilities Act (AODA) is ground-breaking legislation, created to help people with disabilities fully participate in society, bring them to the table in crafting regulations, and build mechanisms to enforce standards;

**WHEREAS** Rich Donovan, an expert in accessibility issues, was appointed as the Independent Reviewer of the Act in 2022, and in his 2023 legislative review declared a crisis as a necessary catalyst to get Ontario back on track for accessibility;

**WHEREAS** at least 2.9 million Ontarians currently live with a disability, representing at least 22% of the consumer base and the workforce, but due to barriers, Ontarians with disabilities are too often falling short of their full potential;

**WHEREAS** the AODA aims to develop, implement and enforce standards related to goods, services, accommodation, employment and buildings before Jan. 1, 2025, and municipalities, as the level of government closest to the people are at the front lines, developing, implementing and enforcing these standards without meaningful guidance on its implementation and/or enforcement by the Province;

**WHEREAS** people with disabilities and advocates, including Prince Edward County's Accessibility Advisory Committee, note the slow pace of current and previous Ontario governments in implementing the AODA and there are growing concerns there will be no renewed push to keep accessibility issues at the forefront after 2025;

**WHEREAS** Prince Edward County is dedicated and committed to creating a welcoming environment so that all people may have equitable access to programs, goods, services and facilities, but making investments to achieve the AODA

standards has been challenging given the lack of consistent and stable funding for municipalities to remove accessibility barriers;

**THEREFORE BE IT RESOLVED THAT** the Council of Prince Edward County strongly encourages action on the part of the Provincial Government to urgently:

- a) create a "Municipal Accessibility Fund" for municipalities to develop, implement and enforce AODA standards related to goods, services, accommodation, employment and buildings. Such a fund could be modeled after the Canada Community-Building Fund or the Ontario Cannabis Legalization Implementation Fund on a per household basis;
- b) to commit to working with municipalities to implement the Donovan Review immediate crisis recommendations;

**AND FURTHER THAT** the Mayor write a letter in support of this resolution to the Minister of Seniors and Accessibility, and that a copy of this resolution be sent to the Premier of Ontario, the Minister of Seniors and Accessibility, the Minister of Children, Community, and Social Services, the Minister of Health, the Minister of Municipal Affairs and Housing, the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, and the Eastern Ontario Wardens Caucus, and all Ontario Municipalities.

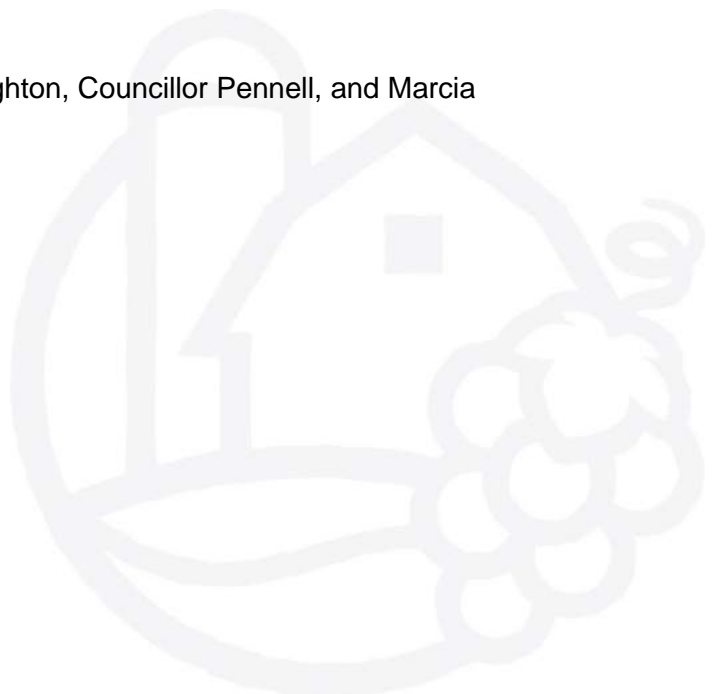
**CARRIED**

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor MacNaughton, Councillor Pennell, and Marcia Wallace, CAO



# **Memo**

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** June 18, 2024  
**Subject:** Recreation Operations Update (June)  
**Attachments:** Appendix 01 - Recreation Department Projects Tracking Report  
Appendix 02 - PFC Monthly Statistics (April)

---

Mayor and Council:

Below is the monthly operational update from the Recreation department:

## **Parks and Facilities:**

### **Parks & Sports Fields**

Staff added infield material to Dymond A, NL North and South diamonds. Fields have already been well used for the season and should see heavy usage in 2024.

All playgrounds were inspected, and all swings were installed. The soccer nets and goal posts were painted as well as the lines. Soccer started Tuesday May 21<sup>st</sup>. Pickle ball, volleyball and tennis nets were installed as well as new netting for the basketball courts.

The Dymond Firefighters Park landscaping project is completed and back open for use.

### **STATO**

Bollards were installed on the STATO trail prior to the May long weekend. Eighty new style bollards were installed this year between Hughes lookout and the Edgewater Motel. New anchors had to be set in with an epoxy, resulting in a two-part process which took a few days longer. Public Works cleaned up the trail, removing the built-up material off the shoulders, which will help with better drainage during rain events. During the bollard installations, one of the Recreation work trucks was clipped by a passing vehicle, knocking the driver's side mirror off. The driver continued and was stopped shortly after by the police. The driver was charged and luckily no staff were injured.

### **Haileybury Marina**

Recreation staff made repairs to some of the docks in the Haileybury Marina adding new floats under a section of the dock as well as replacing a significant portion of decking on

the main “C” dock. A marker buoy was also installed to identify the hazard by the culvert drainage pipe.

### **Building Maintenance:**

Staff have turned on the water to all the seasonal buildings and completed some minor repairs that were needed after the winter. They also completed some minor repairs to the marina water lines.

The old marina office at the Haileybury Harbourfront was cleaned up to get ready for our new tenant to move in on June 1<sup>st</sup>.

They also began making some repairs to the sagging deck at the Harbourfront building.

At the Haileybury Beach our building maintenance staff got the water turned on to the building and assisted Diamond Head Sprinklers in retrofitting a new mini-bucket spray feature onto the stem of the old Haileybury Mushroom.

### **Programming:**

Minor ball registration ended up at 416 children registered which is 56 more than in 2023. We have had to book a field in another community to fit all our schedules.

City staff have moved our donated bikes to temporary storage at the Haileybury Public Works garage until June 15<sup>th</sup>. June 15<sup>th</sup> is when the Bike Festival will take place down at the pavilion in Haileybury.

#### **Aquatics**

We completed swim to survive schedule for grade 3's visiting in May and June and began drafting a standardized lesson plan version for both two and three instructors.

There are now revised guarding stations and requirements for public programming to maximize safety as well as visual charts of the new changes which are posted in the office.

Staff completed in-service training on April 7<sup>th</sup> and 11<sup>th</sup> focussing on the new rotation changes, new report documents, lesson safety and roles during swim lessons.

## Age Friendly

Beginner and intermediate line dancing classes finished up in New Liskeard and Haileybury. Approximately 40 attend the beginner class and 25 attend the intermediate class. Will be offering a beginner 1, beginner 2 and intermediate class come September to make the groups a bit smaller.

Chair Yoga sessions continued throughout the month of May. Approximately 15 participants per class. Will be doing a demo class with Manor Residents beginning of June. Classes will continue throughout the summer months.

Completed some community outreach to discuss programs and services in the community to the Salvation Army Church lady's group, the Ontario Retired Teacher's group and gave a presentation to the Northern Ontario Age Friendly Network.

## Healthy Kids Programs

Continued cooking classes with grade 5 students at NLPS. Teaching students how to make simple healthy snacks, how to read and follow a recipe and we talk about budgeting and the cost of food.

We have also been teaching outdoor pickleball with a grade 7 class from Navigateurs with 15 students and a grade 8 class from ESCSM with 26 students. Learning drills and basic rules and regulations of pickleball.

## Administration:

We were recently given notice that we will be receiving a Canadian Parks and Recreation Association summer student grant. The funding will help to offset the cost of one summer student. We have also hired an additional summer student to bring our compliment this summer to nine. This is because one of our new A/P hires begins their employment in September. We have had some good success with our summer students the last few years. Not only have we been able to retain the majority of them, but their good experiences have helped recruiting for the few positions that have been open.

We also recently received a letter informing us that our application to the NOHFC for funding to revitalize parks in Haileybury is eligible to move ahead to a phase 2 application. There are some notes in the letter that I will discuss with our NOHFC advisor to get the best application sent back.

The City was able to find a student to fill the Active Travel Programmer position for the remainder of the summer. This position is funded by a grant we recently received. Mary-Jaye started on June 3<sup>rd</sup>.

The Rotary Splash Pad opened for the season on May 31<sup>st</sup>. The Spurline pathways project is stalled due to locates not being completed on time which is postponing a decision on a grand opening date.

Staff were also able to get the One Foot Forward Spary Zone (formerly the Haileybury Mushroom) open for the season on May 31<sup>st</sup>. This was a project completed with the help of One Foot Forward and Nirbo Aquatics. We have a new spray feature that can be turned on anytime during the day, without lifeguards needing to be present.

The heavy rainstorm that we experienced in May was found to have compromised the west pier of the Pete's Dam pedestrian bridge. Staff have closed the bridge and sought help from Miller Construction for a plan and cost to fix it.

With our arena advertising continuing to be well received by our local businesses, we recently began accepting applications for select in-ice advertising spots for the next three seasons. So far we have 6 of 8 spots spoken for which will see approximately \$8,000 in additional revenue for each of the next three years.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

---

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

Amy Vickery  
City Manager





*Figure 1 - City staff repaired this railing along the STATO Trail*



*Figure 2 - City staff completing bollard installations*





*Figure 3 – Replaced decking along C-dock at the Haileybury Marina*



*Figure 4 – Closure notice at the Pete's Dam Bridge*

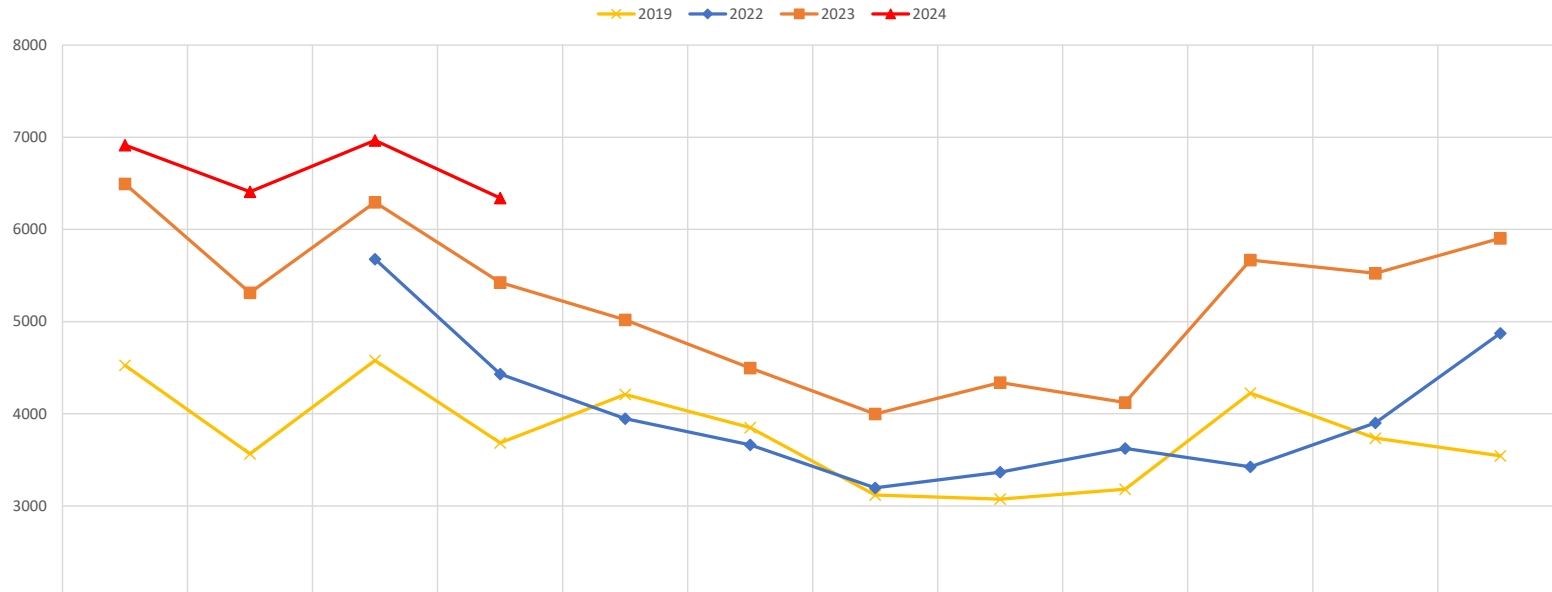
2024 Budgeted Recreation Department Projects									
Project	Rec/B M	Budgeted Cost	Project Lead	Project Method	Year	Capital /Operating	April 24, 2024	June 1, 2024	
NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	Submittals are still being reviewed and corrected.	No update	
Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Kristen	Canoe	2023	Capital	Site visits were completed. Our consultant is now working on the energy modeling	Consultant is working on the modeling for City Hall to bring a case study building to the project team for review and consideration.	
Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	No change	No change	
Gym Equipment (Hack Squat, Treadmill)	Rec	\$ 25,000	Jeff	Quotes	2024	Capital	Staff are obtaining quotes for the second piece of equipment to be purchased.	No change	
Ball Diamond Groomer	Rec	\$ 23,000	Matt	Canoe	2024	Capital	No change	Step 1 application was approved. A phase 2 application is now due	
Farr Park Project	Rec	\$ 480,000	Matt	RFP	2024	Capital	No change	Step 1 application was approved. A phase 2 application is now due	
Shaver Park Rehab Project	Rec	\$ 95,000	Matt	RFQ	2024	Capital	No change	Step 1 application was approved. A phase 2 application is now due	
Dymond Sports Park Fence	Rec	\$ 25,000	Matt	RFQ	2024	Capital	No change	Step 1 application was approved. A phase 2 application is now due	
Hlby WTP Security Fence	ES	\$ 6,000	Matt	RFQ	2024	Capital	No change	No change	
St Michel AT Path	Rec	\$ 85,000	Matt	RFQ	2024	Capital	RFT for this work has been drafted and released. The closing date for submissions is April 24, 2024	Demora Construction has signed an agreement to complete this work by August 31, 2024	

Spurline Concrete	Rec	\$	45,000	Matt	RFQ	2024	Capital	Contractor is scheduled to mobilze to the site on May 13th. Staff have engaged with the contractor to review timing and scheduling to create a communications plan with the public.	Contractor has been waiting for locates before mobilizing to complete this project. Estimated duration is expected to be 3 weeks from start.
Library Roof Repair	BM	\$	35,000	Matt	RFQ	2024	Capital	No Update	No Update
Haileybury Arena AODA Engineering	BM	\$	31,500	Matt	RFP	2024	Capital	Have hired a consultant to help scope the project. They completed a site visit on April 18th to review existing conditions and are working on a report.	A draft report has been completed and currently being reviewed by City staff
EV Charger (New Liskeard)	CS	\$	100,000	Kristen	RFP	2024	Capital	Staff are awaiting a response to our grant application	Staff are awaiting a response to our grant application
Dymond Apartment Bathroom Reno	BM	\$	15,000	Paul	Quotes	2024	Capital	No change.	Contractor has mobilized and begun the project. The expect to finish by June 7th
Dymond Hall Door Replacement	BM	\$	13,000	Matt	Quotes	2024	Capital	No Update	No Update
Bandstand Roof Replacement	BM	\$	10,000	Paul	Quotes	2024	Capital	No Update	No Update
Harbourplace Deck Repair	BM	\$	15,000	Paul	Quotes	2024	Operating	No Update	A repair has been completed on once section of the deck. Further repairs are planned for the other section
HLby Marina Redecking	Rec	\$	15,000	Paul	Quotes	2024	Operating	No Update	Staff have completed some redecking, mostly on C dock. Further redecking to be completed as time allows
Playground Surfacing	Rec	\$	25,000	Paul	Quotes	2024	Operating	No update	The product to be applied has been purchased and received. Staff will apply it once the weather conditions are favourable. It requires temperatures to drop no lower than 10C without rain for 48 hours.
PFC Window Replacement	BM	\$	5,000	Jeff	Quotes	2024	Operating	No Update	No update
NL Community Hall Feasibility Study	BM	\$	15,000	Matt	RFP	2024	Operating	No Update	No Update
Niven St Reservoir Roof Replacement		\$	75,000	Matt	RFT	2024	Capital	Contractor has ordered material for the project and will mobilze to begin contruction in May.	Material and permits have been received by the contractor. Construction is slated to begin

<u>HIby Beach Mushroom Conversion</u>	<u>Rec</u>	<u>\$ 25,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>The new fixture has been completed and shipping information was submitted to the manufacturer.</u>	<u>Project is completed</u>
<u>McCamus WTP Roof Replacement</u>		<u>\$ 45,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2024</u>	<u>Capital</u>	<u>Project has been awarded. Contractor to mobilize by May 1st to begin work which is expected to take 1-week to complete</u>	<u>Project is completed</u>
<u>Albert Street (STATO)</u>	<u>Rec</u>	<u>\$ 176,210</u>	<u>Mitch</u>	<u>RFT</u>	<u>2023</u>	<u>Capital</u>	<u>No change</u>	<u>Project is completed</u>
<u>Animal Pound Renovation</u>	<u>BM</u>	<u>\$ 75,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2024</u>	<u>Capital</u>	<u>Ventilation and ductwork has been installed, final deficiencies have all been corrected except for some modifications to waterlines. OMAFRA inspection and final inspection by the CBO are left to complete.</u>	<u>Project is completed</u>
<u>Recreation Parks Equipment</u>	<u>Rec</u>	<u>\$ 20,000</u>	<u>Matt</u>	<u>Quotes</u>	<u>2024</u>	<u>Operating</u>	<u>Equipment will be purchased in April for installation in May</u>	<u>Completed</u>
<u>Olympia Replacement</u>	<u>Rec</u>	<u>\$ 170,000</u>	<u>Matt</u>	<u>RFT</u>	<u>2022</u>	<u>Capital</u>	<u>Completed</u>	
<u>NL Arena Side Door Replacement</u>	<u>BM</u>	<u>\$ 7,000</u>	<u>Paul</u>	<u>Quotes</u>	<u>2024</u>	<u>Operating</u>	<u>Completed</u>	
<u>City Hall Floor Scrubber</u>	<u>BM</u>	<u>\$ 4,000</u>	<u>Jeff</u>	<u>Quotes</u>	<u>2024</u>	<u>Operating</u>	<u>Floor machine has been received and is in service.</u>	
<u>Floor Machine - HIby Arena</u>	<u>BM</u>	<u>\$ 6,000</u>	<u>Paul</u>	<u>Quotes</u>	<u>2024</u>	<u>Capital</u>	<u>Floor machine has been received and is in service.</u>	

<b>2024 PFC Monthly Summary</b>		
<b>April 2024</b>		
<b><u>Statistics</u></b>		
Pool	1757	
Squash	80	
Gym	4199	
Class	305	
<b>Total</b>		<b>6341</b>
Firefighters	70	
Doctors	94	
Community Living	30	
NEOFACS	0	
Northern Star	0	
A. Recovery	0	
Lifetime	24	
<b>Total</b>		<b>218</b>
Temagami Health	0	
Northern Loons	22	
<b>Total</b>		<b>22</b>
City Employees	215	
City Summer Students	1	
Councillors	7	
<b>Total</b>		<b>223</b>
<b><u>Residents</u></b>		
Tem. Shores	5308	
Other	506	
Quebec	527	
<b>Total Attendance</b>		<b>6341</b>
Increase (Decrease) vs Apr 2023		16.91%
<b>Total Attendance Apr 2023</b>		<b>5424</b>

**PFC ATTENDANCE 2019, 2022-2024**



	2019	2022	2023	2024
January	4525		6494	6915
February	3567		5314	6409
March	4579	5678	6295	6966
April	3685	4430	5424	6341
May	4211	3947	5020	
June	3850	3664	4497	
July	3119	3197	3998	
August	3074	3366	4338	
September	3181	3624	4122	
October	4224	3424	5669	
November	3736	3901	5524	
December	3543	4873	5903	
Total Mar-Dec	37202	40104	50790	
Total Year	45294	40104	62598	26631
Avg /Mth	3774.5	4010.4	5216.5	6657.75

---

**Subject:** Appointment of Junior Firefighter

**Report No.:**

PPP-006-2024

**Agenda Date:**

June 18, 2024

---

### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-006-2024; and
2. That Council hereby appoints Tanner Phaneuf a Junior Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

### **Background**

The Junior Firefighter Program was established in 2016 and allows for up to nine (9) Junior members to be on the department.

The program allows an opportunity for candidates aged 15 - 17, interested in serving their community and preparing themselves to become an active Volunteer Firefighter upon reaching the age of 18.

### **Analysis**

Candidate Tanner Phaneuf has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. As a Junior Firefighter, Candidate Phaneuf will not respond to actual emergencies, however, may serve in a supportive role after emergency calls at the fire station. As a Junior Firefighter, Candidate Phaneuf will be permitted to participate in fire department training activities under the direct supervision of a fire department Officer.

### **Relevant Policy / Legislation / City By-Law**

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

### **Consultation / Communication**

- Consultation with Station #3 District Chief.

### **Financial / Staffing Implications**

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

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

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

Currently there are no Junior Firefighters on the department.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:



Reviewed and submitted for Council's consideration by:

*"Original signed by"*

Steve Langford  
Fire Chief

Amy Vickery  
City Manager



**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-063**

**Being a by-law to enter into an agreement with Miller  
Maintenance for the supply and installation of street light projects in  
the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report No. PW-015-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm an agreement with Miller Maintenance for the supply and installation of street light projects in the City of Temiskaming Shores, in the upset amount of \$78,800 plus applicable taxes, for consideration at the June 18, 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 Miller Maintenance for the supply and installation of street lighting in the City of Temiskaming Shores, in the upset amount of \$78,800 plus applicable taxes, a copy 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.

**Read a first, second and third time** and finally passed this 18<sup>th</sup> day of June, 2024

---

Mayor

---

Clerk



Schedule “A” to

**By-law No. 2024-063**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Miller Maintenance**

Supply and installation of street lighting projects in the City of  
Temiskaming Shores

**This agreement** made this 18<sup>th</sup> day of June, 2024.

Between:

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

And:

**Miller Maintenance**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**The Corporation of City of Temiskaming Shores  
Supply and Install - Street Light Projects  
PW-RFQ-002-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01;
- c) Complete as certified by the Manager of Transportation Services, all the work by **December 31, 2024**; and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid in the upset amount of **seventy-eight thousand, eight-hundred dollars and zero cents (\$78,800.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

**Article III:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Miller Maintenance**  
704024 Rockley Road  
New Liskeard, ON  
P0J 1P0

The Owner:

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

**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**

Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to  
**By-law No. 2024-063**  
Form of Agreement



A COLAS COMPANY

## MILLER MAINTENANCE Electrical Services

704024 Rockley Rd., P.O. Box 248, New Liskeard, ON, P0J 1P0  
Phone: (705) 647-8299 Fax: (705) 647-8182

# Quotation

**To:** Mitch McCrank

**From:** Sylvain Doucet

**Email**

**Date:** May 28, 2024

**Re:** RFQ-002-2024

**Quote #Q20240528-1**

**•Comments:** We are pleased to quote the following on the above noted project.

Supply and installation of poles, light fixtures, supports, and required appurtenances as per the listed quantities.

Item #	Description	Quantity	Units	Unit \$	Total \$
<b>1.0</b>	<b>Haileybury</b>				
1.1	20' Pole c/w Receptacle, Decorative Arm and LED Fixture	4	EA	\$9,950.00	\$39,800.00
1.2	Replace Postop LED Lumec Fixtures Decorative Poles	6	EA	\$4,000.00	\$24,000.00
<b>2.0</b>	<b>New Liskeard</b>				
2.1	9' Pole c/w Dual Post-Top LED Fixture	1	EA	\$6,400.00	\$6,400.00
2.2	9' Pole c/w Single Post-Top LED Fixture	2	EA	\$4,300.00	\$8,600.00
					<b>\$78,800.00</b>

### Terms & Conditions:

1. Quote is valid for 30 days.
2. HST not included.
3. See shop drawings attached.

Please contact the undersigned if you have any questions.

Thank You,

*Sylvain Doucet*

Sylvain Doucet  
Estimator

### **Allowances**

- Allowed for modifications to adapt new poles to existing anchor bolt pattern and/or setting new anchor bolts at all pole locations when sheared off.
- Provide (3) concrete base covers for New Liskeard 9' poles
- Poles are black power coated galvanized steel

### **Exceptions**

- New Liskeard poles are not hinged.
- Existing foundations to be re-used at all locations.
- Poles are not engineered for additional loading (planters, banners, etc.)





Attention to detail is perhaps the most important aspect of the Lumec **Candela LED** post top and pendant luminaires. From the European inspired nautical design to the wide range of optical systems available, to the wide assortment of complementary products that harmonize with this luminaire, no stone has been left unturned to give decision makers unprecedented flexibility and design options.

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Cat.No: \_\_\_\_\_

Type: \_\_\_\_\_

Lamps: \_\_\_\_\_ Qty: \_\_\_\_\_

Notes: \_\_\_\_\_

### Ordering guide: Luminaire

example: CAND1-40W42LED3K-G2-PC-C-RLE5-120-BKTX

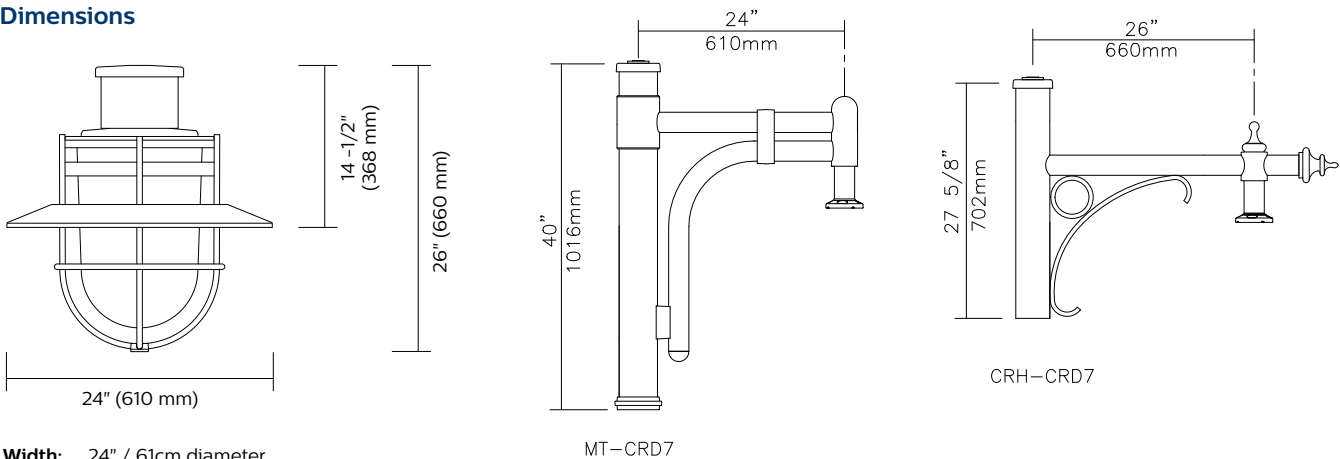
Series	LED module	Generation	Globe material	Globe finish	Optics	Voltage	Luminaire options	Poles and brackets	Finish
<b>CAND1</b>		<b>G2</b>	<b>PC</b>						
<b>CAND1</b> Candela pendant	<b>3000k</b> <b>40W42LED3K</b> <b>65W42LED3K</b>	G2	PC Polycarbonate	<b>C</b> Clear <b>CGB</b> Satin clear	<b>RLE3</b> Type III (ASYM) <b>RLE5</b> Type V (SYMM)	<b>120</b> 120V <b>208</b> 208V <b>240</b> 240V <b>277</b> 277V	<b>HS</b> House side shield  <b>RCD7<sup>1</sup></b> Receptacle 7 pin  Available for this luminaire but must be selected with the bracket. It is not part of the luminaire code. See bracket ordering guide for coding.	Consult with signify.com/ outdoorluminaires for details and the complete line of Signify poles and brackets	<b>BE2TX</b> Textured Midnight Blue <b>BE6TX</b> Textured Ocean Blue <b>BE8TX</b> Textured Royal Blue <b>BG2TX</b> Textured Sandstone <b>BKTX</b> Textured Black <b>BRTX</b> Textured Bronze <b>GN4TX</b> Textured Blue Green <b>GN6TX</b> Textured Forest Green <b>GN8TX</b> Textured Dark Forest Green <b>GNTX</b> Textured Green <b>GR</b> Gray Sandtex <b>GY3TX</b> Textured Medium Grey <b>NP</b> Natural Aluminum <b>RD2TX</b> Textured Burgundy <b>RD4TX</b> Textured Scarlet <b>TG</b> Hammertone Gold <b>WHTX</b> Textured White
	<b>4000k</b> <b>40W42LED4K</b> <b>65W42LED4K</b>								

1. RCD7 receptacle 7 pin is located on top of the mounting bracket.

# CAND1 Candela LED Pendant

## Urban Luminaire

### Dimensions



**Width:** 24" / 61cm diameter

**Height:** 26" / 66cm

**EPA:** 1.85 sq. ft (maximum)

**Weight:** 58 lbs / 26.4 kg (maximum)

### Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L <sub>70</sub> Hours	L <sub>70</sub> per TM-21	Lumen Maintenance % at 54,000 hrs
25°C	500 mA	>100,000 hours	>54,000 hours	>98%

### LED Wattage and Lumen Values: Candela LED pendant CAND1

Ordering Code: 3000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-C	42	333	50	5,538	110	B1-U3-G2	5,510	110	B3-U3-G1
65W42LED3K-G2-C	42	500	70	7,628	109	B2-U3-G2	7,490	107	B3-U3-G1

Ordering Code: 3000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-CGB	42	333	50	5,081	108	B1-U3-G2	4,823	96	B2-U3-G2
65W42LED3K-G2-CGB	42	500	70	6,999	100	B2-U3-G3	6,555	93	B3-U3-G2

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at [signify.com/outdoorluminaires](mailto:signify.com/outdoorluminaires).

**Note:** Some data may be scaled based on tests of similar. But not identical luminaires.

# CAND1 Candela LED Pendant

## Urban Luminaire

### LED Wattage and Lumen Values: Candela LED pendant CAND1 continued

Ordering Code: 4000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-C	42	333	50	5,889	117	B2-U3-G2	5,917	118	B3-U3-G1
65W42LED4K-G2-C	42	500	70	8,111	116	B2-U3-G2	8,042	115	B3-U3-G2

Ordering Code: 4000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-C	42	333	50	5,403	108	B1-U3-G2	5,178	103	B2-U3-G2
65W42LED4K-G2-C	42	500	70	7,442	106	B2-U4-G3	7,038	100	B3-U3-G3

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout – contact Applications at [signify.com/outdoorluminaires](mailto:signify.com/outdoorluminaires).  
**Note:** Some data may be scaled based on tests of similar. But not identical luminaires.

### Specifications:

#### Housing

In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

**Guard:** In a round shape, this guard is made of 6063-T5 aluminum 1/2" (13mm) rods and is mechanically assembled to the access-mechanism.

**Skirt:** Spun 1100-O aluminum, mechanically assembled on the luminaire.

**Access-Mechanism:** Rotomatic, die-cast A360 aluminum quarter-turn mechanism with constant-pressure spring-loaded points. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

**Globe:** (PC-C), Made of one-piece seamless injection-molded clear polycarbonate. (PC-CGB), Made of one-piece seamless injection-molded clear finish with internal glass bead blast giving a soft diffusing lighting effect. polycarbonate The globe is assembled on the access-mechanism.

#### LED Engine

Rotomatic tool-free system composed of 4 main components: Heat Sink / LED Module / Optical System / Driver. Electrical components are RoHS compliant. Composed of 42 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K+/- .275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

#### Heat sink

Made of extruded aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device)

#### Optical System

Type 3 and Type 5. Composed of high-performance acrylic lenses to achieve optimized distribution and get maximum spacing. Target lumens will create a perfect lighting uniformity. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Painted color grey.

#### Driver

High power factor of 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

#### Surge protection

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

# CAND1 Candela LED Pendant

## Urban Luminaire

### Specification (continued)

#### Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, using LM-80 data from LED manufacturers and engineering prediction methods, the luminaire useful life is expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C Luminaire useful life accounts for LED lumen maintenance and additional factors, including LED life, driver life, PCB substrate, solder joints on/off cycles and burning hours for nominal applications.

#### Hardware

All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

#### Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire

#### Options

HS House side shield

#### Finish

Color to be in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with  $\pm 1$  mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

#### LED products manufacturing standard

Electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ ESD S20.20 standards so as to eliminate ESD

events that could decrease the useful life of the product.

#### Quality Control

The manufacturer must provide a written confirmation of its ISO 9001 2008 and ISO 14001 2004 International Quality Standards Certification.

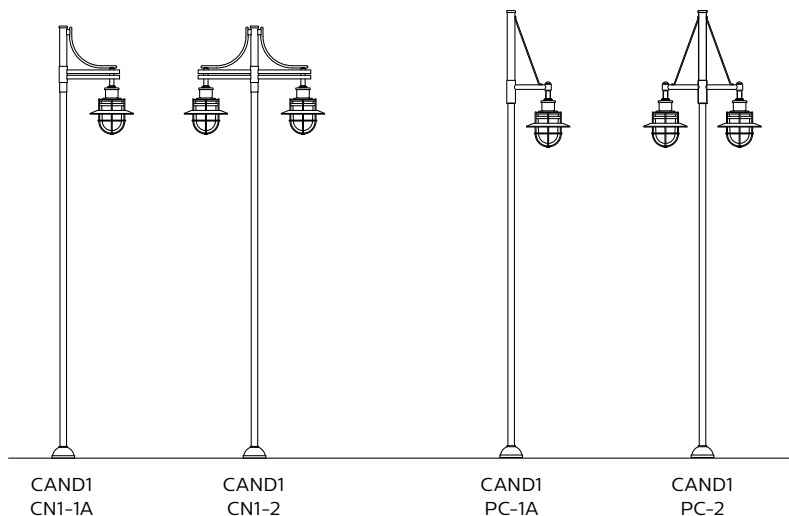
#### Certifications and Compliance

cULus listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. UL8750 and UL1598 compliant. UL listed to U.S. safety standards for wet locations. LM80 & LM79 tested. Listed on the DesignLights™ Consortium (DLC) Qualified Products List (QPL).

#### Warranty

5 year extended warranty.

### Assembly examples



Consult [signify.com/outdoorluminaires](http://signify.com/outdoorluminaires) for details and the complete line of Signify poles and brackets.





Attention to detail is perhaps the most important aspect of the Lumec **Candela LED** post top and pendant luminaires. From the European inspired nautical design to the wide range of optical systems available, to the wide assortment of complementary products that harmonize with this luminaire, no stone has been left unturned to give decision makers unprecedented flexibility and design options.

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Cat.No: \_\_\_\_\_

Type: \_\_\_\_\_

Lamps: \_\_\_\_\_ Qty: \_\_\_\_\_

Notes: \_\_\_\_\_

### Ordering guide: Luminaire

example: CAND2-65W42LED4K-G2-PC-C-RLE5-120-BKTX

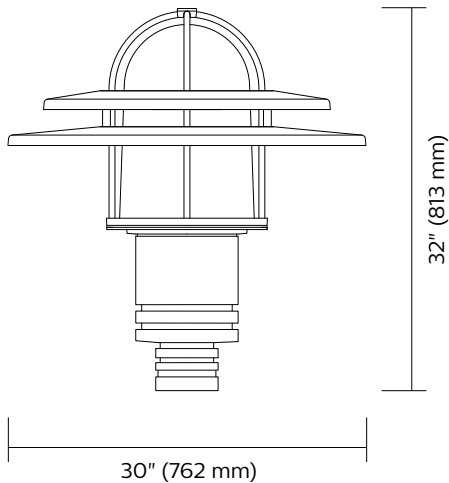
Series	LED module	Generation	Globe material	Globe finish	Optics	Voltage	Luminaire options	Poles and brackets	Finish
<b>CAND2</b>		<b>G2</b>	<b>PC</b>						
<b>CAND2</b> Candela post top	<b>3000k</b> <b>40W42LED3K<sup>1</sup></b> <b>65W42LED3K</b>	<b>G2</b>	<b>PC</b> Polycarbonate	<b>C</b> Clear <b>CGB</b> Satin clear	<b>RLE3</b> Type III (ASYM) <b>RLE5</b> Type V (SYMM)	<b>120</b> 120V <b>208</b> 208V <b>240</b> 240V <b>277</b> 277V	<b>HS</b> House side shield <b>PH7<sup>2</sup></b> Photoelectric cell <b>TN2.875C</b> 2-7/8" dia. Tenon adaptor <b>TN3</b> 3" dia. Tenon adaptor <b>TN3.5</b> 3-1/2" dia. Tenon adaptor <b>RCD7<sup>2</sup></b> Receptacle 7 pin	Consult with signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets.	<b>BE2TX</b> Textured Midnight Blue <b>BE6TX</b> Textured Ocean Blue <b>BE8TX</b> Textured Royal Blue <b>BG2TX</b> Textured Sandstone <b>BKTX</b> Textured Black <b>BRTX</b> Textured Bronze <b>GN4TX</b> Textured Blue Green <b>GN6TX</b> Textured Forest Green <b>GN8TX</b> Textured Dark Forest Green <b>GNTX</b> Textured Green <b>GR</b> Gray Sandtex <b>GY3TX</b> Textured Medium Grey <b>NP</b> Natural Aluminum <b>RD2TX</b> Textured Burgundy <b>RD4TX</b> Textured Scarlet <b>TG</b> Hammertone Gold <b>WHTX</b> Textured White
	<b>4000k</b> <b>40W42LED4K<sup>1</sup></b> <b>65W42LED4K</b>								

1. Not available with RCD7.
2. The RCD7 is located inside the globe on top of the heat sink.

# CAND2 Candela LED Post Top

## Urban Luminaire

### Dimensions



**Width:** 30" / 76.2cm diameter  
**Height:** 32" / 81.3cm  
**EPA:** 1.85 sq. ft (*maximum*)  
**Weight:** 44 lbs / 20 kg (*maximum*)

### Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L70 Hours	L70 per TM-21	Lumen Maintenance % at 54,000 hrs
25°C	500 mA	>100,000 hours	>54,000 hours	>98%

### LED Wattage and Lumen Values: Candela LED post top CAND2

Ordering Code: 3000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-C	42	333	50	3,820	76	B1-U3-G1	4,077	81	B3-U2-G1
65W42LED3K-G2-C	42	500	70	4,892	70	B2-U3-G2	5,579	80	B3-U2-G1

Ordering Code: 3000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-CGB	42	333	50	2,649	53	B1-U3-G2	2,778	55	B2-U3-G3
65W42LED3K-G2-CGB	42	500	70	3,393	48	B1-U3-G3	3,801	54	B2-U3-G3

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at [signify.com/outdoorluminaires](mailto:signify.com/outdoorluminaires).  
**Note:** Some data may be scaled based on tests of similar. But not identical luminaires.

# CAND2 Candela LED Post Top

## Urban Luminaire

### LED Wattage and Lumen Values: Candela LED post top CAND2 continued

Ordering Code: 4000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-C	42	333	50	4,081	81	B1-U3-G2	4,356	87	B3-U2-G1
65W42LED4K-G2-C	42	500	70	5,584	80	B2-U3-G2	5,960	85	B3-U2-G2

Ordering Code: 4000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-CGB	42	333	50	2,830	56	B1-U3-G3	2,968	59	B2-U3-G2
65W42LED4K-G2-CGB	42	500	70	3,872	55	B1-U3-G3	4,060	58	B2-U3-G3

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout – contact Applications at [signify.com/outdoorluminaires](mailto:signify.com/outdoorluminaires).  
**Note:** Some data may be scaled based on tests of similar. But not identical luminaires.

### Specifications:

#### Housing

In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

**Guard:** In a round shape, this guard is made of 6063 T5 aluminum 1/2" (13mm) rods and is mechanically assembled to the access mechanism.

**Skirt:** Spun 1100 O aluminum, mechanically assembled on the luminaire.

**Access-Mechanism:** Rotomatic, die cast A360 aluminum quarter turn mechanism with constant pressure spring loaded points. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

**Globe:** (PC C), Made of one piece seamless injection molded clear polycarbonate. (PC CGB), Made of one piece seamless injection molded clear finish with internal glass bead blast giving a soft diffusing lighting effect. polycarbonate The globe is assembled on the access mechanism.

**Fitter:** Cast aluminum 356 c/w 4 set screws 3/8 16 UNC. Fits on a 4"(102mm) outside diameter by 4"(102mm) long tenon

### LED Engine

Rotomatic tool-free system composed of 4 main components: Heat Sink / LED Module / Optical System / Driver. Electrical components are RoHS compliant. Composed of 42 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K+/-275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

### Heat sink

Made of extruded aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device)

### Optical System

Type 3 and Type 5. Composed of high-performance acrylic lenses to achieve optimized distribution and get maximum spacing. Target lumens will create a perfect lighting uniformity. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Painted color grey.

### Driver

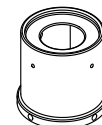
High power factor of 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

### Luminaire Options

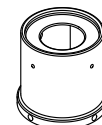
**RCD7**  
Receptacle  
7-pins.



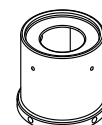
**TN2.875C:**  
Fitter to fit over a 3" (76 mm)  
O.D. by 4" (102 mm) long  
tenon



**TN3:**  
Fitter to fit over a 3" (76 mm)  
O.D. by 4" (102 mm) long  
tenon



**TN3.5:**  
Fitter to fit over a 3 1/2" (89  
mm) O.D. by 4" (102 mm)  
long tenon



# CAND2 Candela LED Post Top

## Urban Luminaire

### Specification (continued)

#### Surge protection

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

#### Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, using LM-80 data from LED manufacturers and engineering prediction methods, the luminaire useful life is expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C Luminaire useful life accounts for LED lumen maintenance and additional factors, including LED life, driver life, PCB substrate, solder joints on/off cycles and burning hours for nominal applications.

#### Hardware

All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

#### Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire

#### Options

HS House side shield

#### Finish

Color to be in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with  $\pm 1$  mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

#### LED products manufacturing standard

Electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

#### Quality Control

The manufacturer must provide a written confirmation of its ISO 9001 2008 and ISO 14001 2004 International Quality Standards Certification.

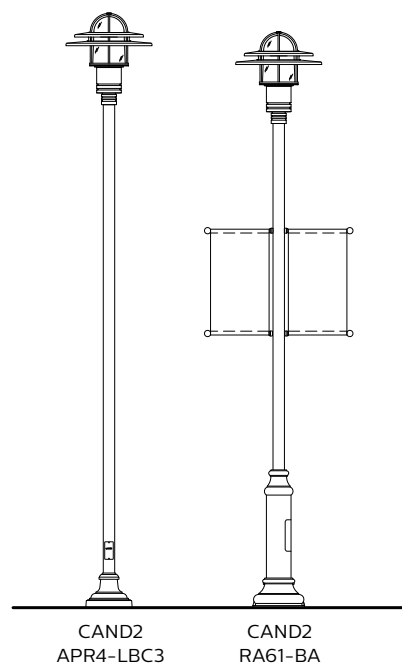
#### Certifications and Compliance

cULus listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. UL8750 and UL1598 compliant. UL listed to U.S. safety standards for wet locations. LM80 & LM79 tested. Listed on the DesignLights™ Consortium (DLC) Qualified Products List (QPL).

#### Warranty

5 year extended warranty.

### Assembly examples



Consult [signify.com/outdoorluminaires](http://signify.com/outdoorluminaires) for details and the complete line of Signify poles and brackets.





### PRODUCT OVERVIEW



### Applications:

Streetscapes  
 Walkways  
 Pathways  
 Parks



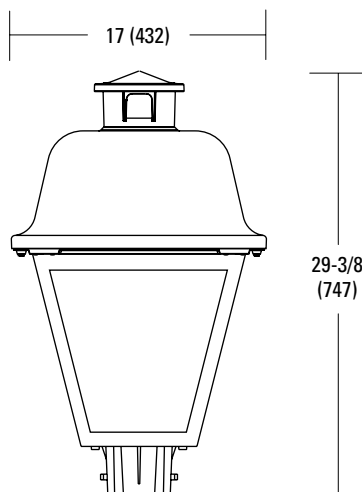
### Features:

- Colonial LED lantern, replaces up to 250W HID models for street and area lighting applications
- Sixteen (16) LED performance packages deliver just the right amount of light for any given application up to 13,400 lumens
- Available in color temperature choices of 2700K, 3000K and 4000K
- Four (4) distinct light distribution options provide design flexibility, available in Type II, Type III, Type IV, and Type V
- Engineered for sturdy, long-life performance with die-cast aluminum housing
- Available with acrylic or polycarbonate lenses
- Die-cast aluminum hood features a trigger latch (TL) option and captive thumb screws for fast, easy electrical and optical chamber access
- Standard paint finish is smooth gloss
- Housing is tenon pole-mounted and designed for use with a 3" tall by 2-3/8" to 3" diameter tenon, and secured by three set screws.
- Rated LED and driver life greater than 100,000 hours at 25°C
- Surge protection device (standard) exceeds ANSI/IEEE C62.41-2002 Category C High (10kV/10kA) and ANSI C136.2-2015 Enhanced (10kV/5kA). 20KV Option exceeds ANSI/IEEE C62.41-2002 Category C High (10kV/10kA) and ANSI C136.2-2015 Extreme (20kV/10kA)
- Equipped with LED electronic 0-10V dimmable driver with DALI driver option

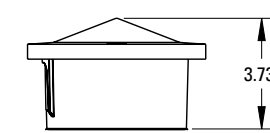
### Standards:

- Complies with all applicable ANSI C136 standards
- CSA listed and suitable for up to 40°C ambient
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified.

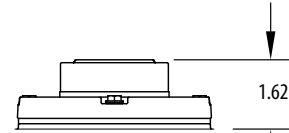
### DIMENSIONS



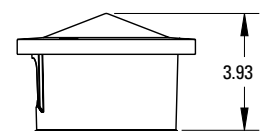
**Effective Projected Area (EPA)**  
 The EPA for the ARDL 2.4 sq. ft.  
 Fixture weight = 39 lbs.



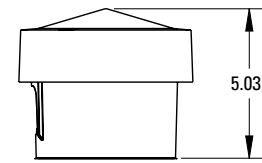
Cupola height  
 PR3 with SCC option  
 Shown in line diagram



No Cupola height  
 XC Option



Cupola height  
 PR7 with SCC option



Cupola height  
 PR7 with SNC option

\*See Cupola Control Node Compatibility chart to ensure compatibility with smart controls

All dimensions are inches (millimeters) unless otherwise noted.

# American Revolution Deluxe LED

## Series ARDL

### ORDERING INFORMATION

**Example:** ARDL P153 MVOLT 30K R3 AY BK SCC PR7

Series		Performance Package		Voltage		Color Temperature (CCT)	
<b>ARDL</b> American Revolution Deluxe LED		<b>Package</b>	Input Watts	Lumens (nominal)		<b>MVOLT</b> 120-277V	<b>27K</b> 2700K
		<b>P101</b>	30	3,200		<b>HVOLT</b> 347-480V	<b>30K</b> 3000K
		<b>P102</b>	40	4,000		<b>XVOLT</b> 277-480V with enhanced power quality protection	<b>40K</b> 4000K
		<b>P103</b>	50	4,800			
		<b>P151</b>	50	5,200			
		<b>P152</b>	60	6,200			
		<b>P153</b>	70	6,900			
		<b>P201</b>	70	7,300			
		<b>P202</b>	80	8,000			
		<b>P203</b>	90	8,700			
		<b>P300</b>	60	6,900			
		<b>P301</b>	70	7,800			
		<b>P302</b>	80	8,800			
		<b>P303</b>	90	9,600			
		<b>P304</b>	100	10,400			
		<b>P451</b>	100	11,400			
		<b>P452</b>	110	12,400			

Distribution		Optics		Finish (smooth gloss)		Cupola		Photocontrol Receptacle	
<b>R2</b> Type II		<b>AY</b> Acrylic		<b>BK</b> Black		<b>SCC</b> Standard cupola		<b>NR</b> No photocontrol receptacle	
<b>R3</b> Type III		<b>PY</b> Polycarbonate		<b>GY</b> Gray		<b>SNC</b> Smart node cupola		<b>PR3</b> 3 pin NEMA photocontrol	
<b>R4</b> Type IV				<b>DDB</b> Dark Bronze		<b>XC</b> No cupola		<b>PR7</b> 7 pin NEMA photocontrol	
<b>R5</b> Type V				<b>WH</b> White					
				<b>BZ</b> Bronze					

Options			
<b>Options</b> <b>PCLL</b> Solid state long life photocontrol 120-277V (fail off) <b>P34</b> Solid state long life photocontrol, 347 Volt only (fail off) <b>P48</b> Solid state long life photocontrol, 480 Volt only (fail off) <b>PCSS</b> Solid state photocontrol, 120-277V (not CSA Listed) (fail on) <b>SH</b> Shorting cap <b>AO</b> Field adjustable output module <b>DALI</b> DALI driver (RFD required)	<b>Miscellaneous</b> <b>SS</b> Stainless steel hardware <b>TL</b> Tool-less trigger latch entry <b>NL1X1</b> 1" x 1" NEMA label <b>NL2X2</b> 2" x 2" NEMA label <b>XL</b> Not CSA Listed <b>LDR</b> Ladder Rest <b>CR</b> Epoxy Pre-Coat Finish <b>20kV</b> 20kV/10kA surge protection device <b>CNV</b> Field convertible to full cutoff	<b>House-Side Shields</b> <b>HSB</b> House Side Shield Black <b>HSW</b> House Side Shield White <b>Prewired leads</b> <b>L1H</b> 1.5 ft. prewired leads <b>L03</b> 3 ft. prewired leads <b>L10</b> 10 ft. prewired leads <b>L20</b> 20 ft. prewired leads <b>L25</b> 25 ft. prewired leads <b>L30</b> 30 ft. prewired leads	<b>Accessories (ship separately)</b> <b>ARDLFHSW</b> Field installable white shield (HSW) <b>ARDLFHSB</b> Field installable black shield (HSB) <b>ARDLFAY</b> Field installable acrylic (AY) replacement optic <b>ARDLFPY</b> Field installable polycarbonate (PY) replacement optic

Note: Check the OPTIONS MATRIX on Page 3 for compatibility & restrictions



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012  
 www.americanelectriclighting.com Phone: 1-866-HOLOPHANE  
 Email: TechSupportINF@AcuityBrands.com  
 © 2014-2023 Acuity Brands Lighting, Inc. All Rights Reserved. ARDL Rev. 07/19/23

**Warranty** Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

# American Revolution Deluxe LED

## Series ARDL

### OPTIONS MATRIX

		Voltage			Distribution				Cupola			Receptacle			Photocontrol					Other				
		MVOLT	HVOLT	XVOLT	R2	R3	R4	R5	SCC	SNC	XC	PR3	PR7	NR	PCLL	PCSS	P34	P48	SH	AO	DALI	20KV	CNV	XL
Lumen Package	P101	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P102	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P103	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P151	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P152	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P153	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P201	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P202	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P203	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P300	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P301	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P302	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P303	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P304	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P451	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	P452	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
Voltage	MVOLT				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	RFD	Y	Y	Y
	HVOLT				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	Y	Y	Y
	XVOLT				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
Cupola	SCC	Y	Y	Y	Y	Y	Y	Y				Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	SNC	Y	Y	Y	Y	Y	Y	Y				N	Y	N	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	XC	Y	Y	Y	Y	Y	Y	Y				Y	Y	N	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
Receptacle	PR3	Y	Y	Y	Y	Y	Y	Y	Y	N	Y				Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	PR7	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y				Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y
	NR	Y	Y	Y	Y	Y	Y	Y	Y	N	N				N	N	N	N	N	Y	RFD	Y	Y	Y
Photocontrol	PCLL	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y
	PCSS	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y
	P34	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y
	P48	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y
	SH	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y
Other	AO	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	Y	Y	Y
	DALI	RFD	N	N	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	N		RFD	RFD	RFD
	20KV	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD		Y	Y
	CNV	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y		N
	XL	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	N	

#### MATRIX KEY

Y = Option combination is available

N = Option combination is not available

RFD = Option combination is available but additional information required. Consult factory.

#### Cupola Control Node Compatibility

Cupola Option	Acuity Brands Control	
	nLight rTLN	DTL DIN
XC	Yes	Yes
SCC	No	No
SNC	No	Yes



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012  
 www.americanelectricalighting.com Phone: 1-866-HOLOPHANE  
 Email: TechSupportINF@AcuityBrands.com  
 © 2014-2023 Acuity Brands Lighting, Inc. All Rights Reserved. ARDL Rev. 07/19/23

**Warranty** Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

**Please contact your sales representative for the latest product information.**

# American Revolution Deluxe LED

## Series ARDL

### OPERATING CHARACTERISTICS

Performance Package	Wattage	CCT	AY Optic							
			R2		R3		R4		R5	
			Lumens	LPW	Lumens	LPW	Lumens	LPW	Lumens	LPW
P101	30	2700K	3,053	102	3,029	101	3,018	101	3,154	105
		3000K	3,186	106	3,162	105	3,150	105	3,292	110
		4000K	3,325	111	3,300	110	3,287	110	3,435	114
P102	40	2700K	3,857	96	3,827	96	3,813	95	3,984	99
		3000K	4,025	101	3,995	100	3,980	99	4,158	104
		4000K	4,200	105	4,168	104	4,153	104	4,339	108
P103	50	2700K	4,671	93	4,636	93	4,618	92	4,825	96
		3000K	4,875	97	4,838	97	4,820	96	5,037	101
		4000K	5,087	102	5,049	101	5,030	101	5,255	105
P151	50	2700K	4,991	100	4,953	99	--	--	5,156	103
		3000K	5,210	104	5,170	103	--	--	5,382	108
		4000K	5,436	109	5,395	108	--	--	5,616	112
P152	60	2700K	5,974	100	5,928	99	--	--	6,171	103
		3000K	6,235	104	6,188	103	--	--	6,441	107
		4000K	6,506	108	6,457	108	--	--	6,721	112
P153	70	2700K	6,694	96	6,643	95	--	--	6,915	99
		3000K	6,987	100	6,934	99	--	--	7,218	103
		4000K	7,291	104	7,235	103	--	--	7,532	108
P201	70	2700K	7,030	100	6,977	100	6,951	99	7,262	104
		3000K	7,338	105	7,282	104	7,255	104	7,580	108
		4000K	7,657	109	7,598	109	7,570	108	7,910	113
P202	80	2700K	7,759	97	7,701	96	7,672	96	8,016	100
		3000K	8,099	101	8,038	100	8,008	100	8,367	105
		4000K	8,451	106	8,387	105	8,356	104	8,730	109
P203	90	2700K	8,440	94	8,376	93	8,345	93	8,719	97
		3000K	8,809	98	8,742	97	8,710	97	9,100	101
		4000K	9,192	102	9,122	101	9,089	101	9,496	105
P300	61	2700K	6,683	110	6,633	109	6,608	108	6,904	113
		3000K	6,976	114	6,923	114	6,897	113	7,206	118
		4000K	7,279	119	7,224	118	7,197	118	7,520	123
P301	70	2700K	7,497	107	7,440	106	7,413	106	7,745	111
		3000K	7,825	112	7,766	111	7,737	110	8,084	115
		4000K	8,166	117	8,104	116	8,074	115	8,435	120
P302	80	2700K	8,451	106	8,387	105	8,356	104	8,731	109
		3000K	8,821	110	8,754	109	8,722	109	9,113	114
		4000K	9,205	115	9,135	114	9,101	114	9,509	119
P303	90	2700K	9,271	103	9,200	102	9,166	102	9,577	106
		3000K	9,676	108	9,603	107	9,567	106	9,996	111
		4000K	10,097	112	10,020	111	9,983	111	10,431	116
P304	100	2700K	9,994	100	9,918	99	9,881	99	10,324	103
		3000K	10,431	104	10,352	104	10,314	103	10,776	108
		4000K	10,885	109	10,802	108	10,762	108	11,245	112
P451	100	2700K	10,983	110	10,899	109	--	--	11,346	113
		3000K	11,463	115	11,376	114	--	--	11,842	118
		4000K	11,962	120	11,871	119	--	--	12,357	124
P452	110	2700K	11,928	108	11,838	108	--	--	12,322	112
		3000K	12,450	113	12,356	112	--	--	12,862	117
		4000K	12,992	118	12,893	117	--	--	13,421	122

Optic	Factor
AY	1.00
PY	0.92



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012  
 www.americanelectriclighting.com Phone: 1-866-HOLOPHANE  
 Email: TechSupportINF@AcuityBrands.com  
 © 2014-2023 Acuity Brands Lighting, Inc. All Rights Reserved. ARDL Rev. 07/19/23

**Warranty** Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

**Please contact your sales representative for the latest product information.**

# American Revolution Deluxe LED

## Series ARDL

### PROJECTED LED LUMEN MAINTENANCE

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Lumen Maintenance (LLD)							
Performance Package	Initial	25k hours	36k hours	50k hours	60k hours	75k hours	100k hours
P101	1.00	0.96	0.94	0.92	0.90	0.88	0.85
P102, P300	1.00	0.95	0.93	0.91	0.90	0.87	0.84
P151, P201, P301	1.00	0.95	0.93	0.91	0.89	0.87	0.83
P103, P152, P202, P302, P303, P451	1.00	0.95	0.93	0.90	0.89	0.86	0.82
P304, P452	1.00	0.94	0.92	0.90	0.88	0.85	0.81
P155, P202	1.00	0.94	0.92	0.89	0.88	0.85	0.80

### LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient Temperature Lumen Multipliers								
0°C	5°C	10°C	15°C	20°C	25°C	30°C	35°C	40°C
1.04	1.03	1.02	1.02	1.01	1.00	0.99	0.98	0.97



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012  
www.americanelectriclighting.com Phone: 1-866-HOLOPHANE  
Email: TechSupport@AcuityBrands.com  
© 2014-2023 Acuity Brands Lighting, Inc. All Rights Reserved. ARDL Rev. 07/19/23

**Warranty** Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

**Please contact your sales representative for the latest product information.**

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2024-064**

#### **Being a by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation**

**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-016-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation, in the amount of \$410,280 plus applicable taxes, for consideration at the June 18, 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 Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation, in the amount of \$410,280 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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk



Schedule “A” to

## **By-law 2024-064**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Continental Carbon Group Inc.**

For the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation

**This agreement** made this 18<sup>th</sup> day of June, 2024.

Between:

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

And

**Continental Carbon Group Inc.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) 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;
- b) Complete, as certified by the Manager of Environmental Services, all the work by **December 31, 2024**; and
- c) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **four-hundred and ten-thousand, two-hundred and eighty dollars and zero cents (\$410,280.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.



**Article III:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Continental Carbon Group Inc.**  
1100 South Service Rd Suite 321  
Stoney Creek, ON L8E 0C5

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

**Remainder of Page left Blank Intentionally**

**In witness** whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in  
the presence of

**Continental Carbon Group Inc.**

\_\_\_\_\_  
Micheal Massis – Vice President Sales and Principal Owner

Municipal Seal

**The Corporation of the City of Temiskaming  
Shores**

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk



Appendix 01 to  
Schedule "A" to

**By-law No. 2024-064**

Form of Agreement

# Continental Carbon Group

May 28, 2024

To: Steve Burnett/Manager Environmental Services/City of Temiskaming Shores

Filter Rehabilitation- Haileybury WTP

Steve:

Thank-you for the opportunity in allowing us to quote on the retrofit of the third and final filter at the Haileybury Water Treatment Plant. As predicted, the second filter went a lot smoother in terms of the whole installation process. There is an increase for the third filter and it is 100% coming from the supply of the underdrain and the Aries system. Roberts has added the cost of the Aries to this filter as they did not charge for it for the first two filters. In addition, Roberts has incurred an increase in material costs in making the actual underdrain. There is no mark up on the increase portion from Roberts from CCG. In addition, CCG incurred about \$2,200 of concrete repair charges in the second filter that Landmark completed that we did not charge to the City. We are not looking for reimbursement of those costs as we are trying to do everything we can to mitigate the increase on the third filter.

If granted the work, CCG would subcontract the same companies to perform the work. Pedersen will handle all concrete. Landmark (JDCMI) will perform the blasting and coating and Roberts will supply the underdrain. Similar to the previous filter, RW Sidley will supply all sand and CEI will supply all anthracite.

Again, we thank-you for the opportunity to quote the third filter and we are very excited to complete the third filter for the City. It has been great working with the City and OCWA.



CONTINENTAL CARBON GROUP INC  
Michael Massis  
Vice President Sales and Principal Owner



## **SCOPE OF WORK - HAILEYBURY WTP**

### **SCOPE: REMOVAL AND DISPOSAL**

- CCG will remove all existing filter media via industrial vacuum from filter.
- All existing sand & GAC will be disposed of offsite at Haileybury Landfill. Cost will be covered by City.
- CCG will remove existing underdrain and false floor from the filter. Existing underdrain will be disposed offsite. Cost will be covered by City.
- Filter floor will be cleaned and prepped for new concrete floor and flume to be poured.
- Cleaning of lost media beyond the filter box (since we are using INFINITY slotted, we need the BW water to be particulate free – if they have lost media downstream in their piping, channels, clearwell, BW supply tank etc, it will need to be cleaned out, and several backwashes ran into the filter tank before underdrains are installed) This will be subject to additional costs based on what is found during media/underdrain removal.

### **SCOPE: CONCRETE FLOOR/FLUME POUR**

- New concrete floor will be poured in place of the removed false floor.
- Concrete flooring will include a 2' flume in the centre to accommodate new underdrain system.
- A detailed drawing of proposed floor has been included in the submittal package.
- New concrete floor will be bonded to existing concrete.

### **SCOPE: BLASTING AND COATING OF FILTER WALLS**

- Mobilization and demobilization to and from site
- Full enclose tank
- Dust collection and dust control
- Sandblast surfaces to be coated
- Cleanup and offsite disposal
- Resurface concrete
- Apply Gemite coating system (ANSI/NSF 61)
- Access equipment
- QA and touch ups as required
- Any P/U Crack injection would be extra



#### **SCOPE: SUPPLY AND INSTALLATION OF UNDERDRAIN**

- CCG will supply a slotted Roberts Infinity Underdrain along with stainless steel air header.
- In addition, CCG will supply and install Aries Air System as previous filters.
- All hardware, anchor hold downs and supports will come with the delivery.
- CCG will receive and properly store underdrain onsite
- CCG will install all laterals and air supply as per Roberts recommended installation instruction.
- CCG installation will include all grout for underdrain installation
- Roberts will provide a supervisor to oversee installation along with testing and commissioning of underdrain.
- Connection between existing plant air scour supply pipe and the new header Jtube supplied by Roberts that goes in the new flume has not been included due to unknown information. All material costs for this will be subject to additional costs.

#### **SCOPE: SUPPLY AND INSTALLATION OF FILTER MEDIA**

- CCG will supply and install 300mm of 0.45-0.55 Sand UC 1.50
- CCG will install sand through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media, including skimming and backwashing of fines.
- CCG will supply and install 457mm of 0.85-0.95 Anthracite UC 1.50.
- CCG will install anthracite through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media, including skimming and backwashing of fines.
- CCG will disinfect all filter media as per AWWA C653-13. Owner will be responsible with sampling for BAC-Ts. Owner will also be responsible for any de-chlorination of chlorinated water from disinfection process.

#### **PRICING**

**TOTAL COST FOR THE ABOVE SCOPE IS**

**\$410,280.00**

**HST IS EXTRA ON ALL PRICING**



*The Roberts Filter Group*  
*Serving the Water Community*

TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



LEOTECH



SERVICES



INTERNATIONAL



**Infinity<sup>®</sup>**

*Continuous Lateral Underdrain*

extruded underdrain for gravity and package filtration

TECHNOLOGIES



# Infinity<sup>®</sup>

## Continuous Lateral Underdrain

The Infinity<sup>®</sup> Underdrain System is a high performance and cost-effective solution for new and existing filters. It's rugged, extruded PVC construction and low profile, joint-less design gives excellent durability and performance. The versatile Infinity<sup>®</sup> is available in gravel-less slotted, air/water, and low headloss versions; allowing it to be the perfect fit for many different water treatment applications.



### Quick and Cost-Effective Installation

- Each lateral required for your underdrain is shipped to your jobsite completely assembled. Field professionals report a 50% reduction in installation time over site-assembled lateral underdrains.
- The Infinity<sup>®</sup> underdrain possesses the lowest physical profile of any dual lateral underdrain.
- The Infinity<sup>®</sup> underdrain can be installed with joint-less laterals up to 38' (11.6m) in length without compromising distribution or headloss performance.





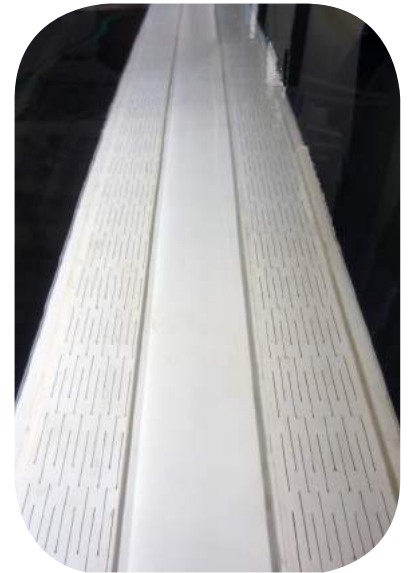
# The Infinity® Has Multiple Options for Maximum System Flexibility

## Infinity® AW Provides Maximum Air/Water Efficiency During Backwash

The Infinity® air/water eliminates the shortcomings of other air/water systems which sacrifice performance by attempting to accommodate air and water in a common chamber. A dedicated central air chamber distributes air down the entire length of each lateral. Control orifices assure proper air distribution across the entire filter underdrain.

## Infinity® LS: Laser Slotted Design Eliminates Support Gravel

- The Infinity® LS laser slotted design eliminates support gravel, maximizing freeboard
- Precision laser manufacturing allows Roberts to maintain quality control and tight tolerances, ensuring proper media retention for every application
- Custom laser manufacturing allows Roberts to vary the Infinity® LS slot size, making it customizable for various water and waste water treatment needs.



## Reduce Costs With the Low Headloss Infinity® LH

The low headloss Infinity® LH underdrain significantly reduces headloss through the underdrain; making it ideal for greenleaf filters and pump energy savings. Roberts' Infinity® LH design has as little as 6" (15 cm) of headloss over a 38' (11.6 m) lateral while still maintaining better than +/-2.5% maldistribution of water.

## Dimensions of the Infinity®

Width	Height	Length	Weight/ft
11.0 Inches, 27.9 Centimeters	6.0 Inches, 15.2 Centimeters	As required for each application (Maximum= 38ft, 11.6m)	7lbs/foot, 10.4 kg/m

## Structural Capacity

- 1900 lb/ft<sup>2</sup> minimum evenly distributed load with sides unsupported
- 7000 lb/ft<sup>2</sup> minimum evenly distributed load with sides and bottom supported
- 125 psi burst strength with sides, ends, and bottom supported

# Infinity® is Solidly Engineered

- Eliminates potential failure points with joint-less construction.
- High burst and compressive strength
- Laser slotted design eliminates support gravel, support caps, and is completely screw-free.



## Ideal for Desalination Applications

The entire Infinity® underdrain System is manufactured from corrosion resistant materials which are 100% compatible with seawater in desalination applications.

Low headloss and air/water options are available to minimize energy requirements or to enhance filter backwash efficiency.

Represented By:

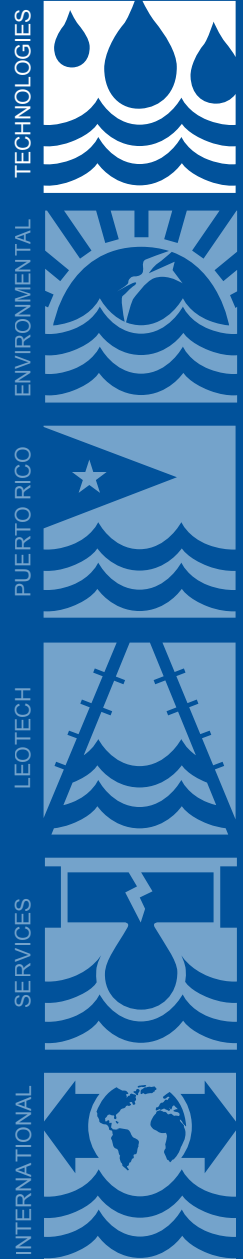


*The Roberts Filter Group*  
Serving the Water Community

214 N. Jackson Street • Media, PA 19063 • USA  
Phone +1 610-583-3131 • Fax +1 610-583-0117  
[www.robertsfilter.com](http://www.robertsfilter.com)

Covered by one or more of U.S. Patent Nos.  
6,325,931; 6,569,327; 6,740,237; 6,989,096; and  
7,288,193

© 2012, Roberts Water Technologies, Inc.





180 Waterworks Road, Coatesville, PA, 19320, USA  
p 610.583.3131 • f 610.583.0117 • [info@robertsfilter.com](mailto:info@robertsfilter.com)  
[www.robertsfilter.com](http://www.robertsfilter.com)

## *Aries® Managed Air System*

The use of air/water backwash in filter systems has proven to be a far superior cleaning method to traditional water-only or water/surface wash methods, but the modification needed for it usually meant replacing underdrains. The costly and time-intensive work required for this conversion often prevents owners and municipalities from upgrading their systems.

Roberts innovative design solves that problem.

The Aries® Managed Air System was launched two decades ago to provide operators with a simple and cost-effective way to add air wash without requiring replacement of filter hardware.

### *Easy Installation*

Unique installation method easily integrates with old filters. The Aries® Managed Air System can be installed and removed without replacing the filter media, and it is adaptable to any filter design with any media profile without the need for replacing the underdrain of the filter media.

### *Trustworthy*

One of Roberts' most popular products, tested and proven in hundreds of applications.



**Roberts Filter Group**  
Innovations for Generations



## Water-Saving

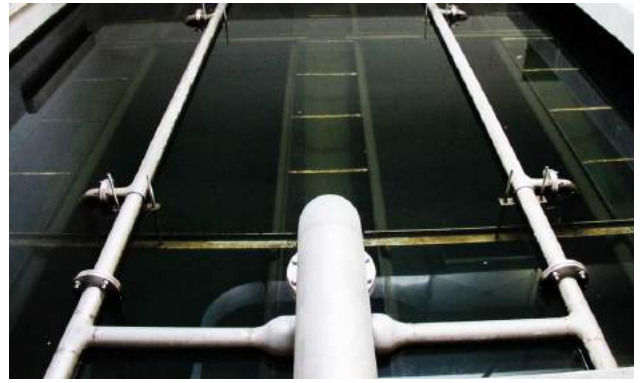
Saves up to 70 percent of water regularly used in backwash. The Aries® Managed Air System provides "bottom to top" cleaning action which passive air systems do not. The location of the Aries® Managed Air System is at the gravel/media interface allowing the introduction of air directly into the bottom of the filter media.

## Cost-Saving

Low-cost solution to dramatically improving an old system.

## Energy-Saving

Aries® is twice as efficient as air/water underdrains.



## Roberts Filter Group

The Roberts Filter Group is the largest family-owned water filtration company in the U.S. with more than 4,400 installations across six continents. It is a fifth-generation operation that began with one of the world's first patented water filters and has continued to develop pioneering, high-quality filtration products ever since. Today, Roberts continues to work with some of the smartest companies and engineers on the planet to answer the industry's demand for customized, flexible solutions and efficient operations.

## Contact

For any inquiries, questions or commendations, please call our office or fill out the 'contact us' form on our website.



[info@robertsfilter.com](mailto:info@robertsfilter.com)

Tel: +1-610-583-3131

[www.robertsfilter.com](http://www.robertsfilter.com)



**Roberts Filter Group**  
Innovations for Generations



# **ANTHRACITE**

**A Subsidiary of CEI-Carbon Enterprises, Inc.**

**5 YEARS EXPERIENCE**

CEI purchased existing plant in 2006, at which point our plant was given an immediate upgrade in an effort to assure our customer the highest quality product available. Our management team consists of over 60 years combined experience in the anthracite and filter media production. Our quality control program is second to none with computerized particle analysis we can ensure repeatability on ES and UC. We offer all UC's including <1.3, as well as a wide range of ES's. In addition we provide a dry product so you are purchasing filter material not water, which also lends itself to saving on shipping. Our staff will reply and address your concerns immediately. Fell free to call with any questions.

#### **WORLD HEADQUARTERS**

##### **CEI**

28205 Scippo Creek Road  
P.O. Box 740  
Circleville, Ohio 43113  
Phone: 1-800-344-5770  
Fax: 888-204-9656  
[www.ceifiltration.com](http://www.ceifiltration.com)

In-House Freight Services  
888-808-4984

#### **Plant Location**

603 S. Church Street  
Hazelton, PA 18201  
Phone: 570-459-7005  
Fax: 570-459-7012  
[www.ceianthracite.com](http://www.ceianthracite.com)



**"ONE COMPANY FOR ALL YOUR FILTER MEDIA"**

## CEI submittal Information

CEI – Carbon Enterprises, CEI Anthracite, All CEI manufacturers following AWWA B-100 Standards of manufacturing, sampling, and testing. These standards are for municipal and wastewater filter media. CEI has a copy of these standards. All our products are NSF Standard 61 certified.

All laboratories utilized to test filter media must be approved by CEI. Laboratories must have a history of testing filter media. The lab must know and understand the testing methods and procedures detailed in the AWWA B-100 Standard.

Inside this submittal, CEI will be providing the most up to date information on the products the end customer will be utilizing in their filter.

We appreciate this opportunity and are always available at 800-344-5770. Our website is [www.CEIfiltration.com](http://www.CEIfiltration.com).

### **WORLD HEADQUARTERS**

#### **CEI**

28205 Scippo Creek Road

P.O. Box 787

Circleville, Ohio 43113

Phone: 1-800-344-5770

Fax: 1-888-204-9656

[www.ceifiltration.com](http://www.ceifiltration.com)

In-House Freight Services

888-808-4984

### **CEI ANTHRACITE**

Plant Location

603 S. Church Street

Hazleton, PA 18201

Phone: 570-459-7005

Fax: 570-459-7012

[www.ceianthracite.com](http://www.ceianthracite.com)



# CEI ANTHRACITE

## Our Quality Assurance

We are a leading supplier of quality anthracite for filter beds in the water filtration industry. Our material is required to adhere to the strict standards of the water industry, therefore, our state-of-the-art production facility capabilities far exceed your supply requirements.

### **Anthracite Processing**

Fast, Efficient, Accurate, Providing timely deliveries

**\* State-of-the-art sizing plant to guarantee your specifications**

ensuring complete production control and accurate processing.

Our high capacity plant enables CEI to meet your delivery needs.

**\* Automated sieve analyzer**

assures consistent product quality permitting precise control of both the raw material and finished product. Computerized testing can be completed within minutes of sample collection, providing our production staff with quick and accurate information.

CEI Anthracite utilizes additional equipment to ensure oversize protection such as totally closed processing equipment as well as preload screening. What this means to our customers is that all material must pass 5 screen protection points before it arrives at its destination. Full time quality control staff assures the customer of high quality products as well as technical assistance based on 50 years in anthracite production. Our plant is capable of providing you with any variation of sizing, and quality.

In addition our large warehouse allows us to retain 800 to 1000 tons of inventory at all times. We have the capability of dramatically increasing production with short notice, which enables us to meet your need and ensure on time deliveries. We meet and exceed AWWA-B100- standards.

Material is sourced in eastern Pennsylvania where anthracite is produced. All of our anthracite is tested once it comes in.



# PRODUCT INFORMATION

## SILICA FILTER SAND PLANT: THOMPSON, OH

R.W. Sidley's operates a state of the art processing plant that produces the highest quality products virtually free of deleterious materials. Our processed silica sand is from our Thompson mine part of the Sharon conglomerate formation. All Silica Filter Sands are washed, dried and screened at the Thompson plant and meet AWWA B-100 standards for granular filter media and NSF-61 requirements for drinking water components.

Tighter U.C. sizes of 1.3-1.4 available upon request.

Available packaging: 50 lb. bags, 3,000 lb. super sacks, 4,000 lb. super sacks and bulk quantities.

### LABORATORY SIEVE ANALYSIS

Product	.05mm-.15mm	.15mm-.25mm	.35mm-.45mm	.45mm-.55mm	.55mm-.65mm	.4mm-1.0mm	.8mm-1.2mm	2.0mm-3.0mm	3/16X10
U.S. SIEVE Mesh Size	Cumulative % Passing								
1/4								100	100
4								100	100
6								75	70
8							100	15	10
10							100	2	2
12							95	0	0
14							70	0	0
16				100	100	100	40		
18				100		90	15		
20			100	100	85	45	5		
25				75	25	10	0		
30		100	100	50	5	5	0		
35		100	70	15	1	1	0		
40		100	25	5	0	0	0		
50	95	55	1	1	0	0			
70	80	15	0	0	0	0			
100	25	2	0						
140	10	1							
200	5								
270	1								
Pan	0	0	0	0	0	0	0	0	0
E.S.	0.11	0.20	0.38	0.46	0.63	0.72	0.94	2.26	2.35
U.C.	≤2.0	≤1.7	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5

### CHEMICAL ANALYSIS

Tests	Results/Units
SiO <sub>2</sub>	99.3%
Fe <sub>2</sub> O <sub>3</sub>	0.38%
Al <sub>2</sub> O <sub>3</sub>	0.21%
K <sub>2</sub> O	0.054%
TiO <sub>2</sub>	0.025%
Na <sub>2</sub> O	0.005%
Total Mg	0.004%
Total Ca	0.003%
Ni	<0.001%
Mn	0.001%
Cr <sub>2</sub> O <sub>3</sub>	<0.001%

### PHYSICAL ANALYSIS

<b>Silica</b>	
Percent Loss, Acid Solubility (ASTM D3042)	0.4%
Moh's Hardness	7
Loss on Ignition	0.14%
pH	6.4
Specific Gravity	2.63-2.65
Absorption	0.31%

Testing: Results are typical for the product.

Laboratory Sieve Analysis: Testing was conducted at R.W. Sidley, Inc., Thompson, OH

Tests performed in accordance with ASTM D-75, ASTM C-136, and AASHTO T-176

Chemical Analysis: Testing conducted by NSL Analytical, Cleveland, OH

Physical Analysis: Testing conducted by NSL Analytical, Cleveland, OH



# SIEVE ANALYSIS ACCUMULATION

DATE:

April 11, 2023

PRODUCT

CODE

ACC'T #

11797

SHIPMENT

BULK



P. O. #

1031ARC

INVENTORY



SUPERSACK



LOT #

1

SINGLE TEST



50 # BAG



LOT SIZE

36 tons

TICKET#

SAMPLE

>10lbs

DATE

4/11/2023

SIEVE	GM.WEIGHT	%RET.	CUM%RET.	CUM%PASS	SPEC.	E.S.	U.C	A.F.S.
16	0.0	0.0%	0.0%	100.0%		0.504	1.346	23.44
18	0.0	0.0%	0.0%	100.0%		Max	Max	F.M.
20	5.0	3.7%	3.7%	96.3%		0.550	1.500	#VALUE!
25	36.1	26.9%	30.6%	69.4%		Min		
30	44.0	32.8%	63.5%	36.5%		0.450		
35	37.1	27.7%	91.1%	8.9%				
40	9.9	7.4%	98.5%	1.5%				
50	1.6	1.2%	99.7%	0.3%				
60	0.2	0.1%	99.9%	0.1%				
70	0.0	0.0%	99.9%	0.1%				
Pan	0.2	0.1%	100.0%	0.0%				
						D90	0.817	
						D85	0.791	
						D80	0.765	
						D75	0.739	
						D70	0.713	
						D65	0.695	
						D60	0.679	
						D55	0.662	
						D50	0.645	
						D45	0.628	
						D40	0.612	
						D35	0.594	
						D30	0.576	
						D25	0.558	
						D20	0.540	
						D15	0.522	
						D10	0.504	
						D5	0.461	



CUSTOMER:

CCG

NO. OF TONS:

36

NO. OF TESTS:

1 of 2

EFFECTIVE SIZE (E.S.)

0.504

UNIFORMITY COEFFICIENT (U.C.):

1.346

SAND SIZE:

.45-.55

Quality Control Lab

Prepared By:

Jeff

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-065**

**Being a by-law to enter into an agreement with Miller Paving  
Limited for the Dymond Industrial Road Rehabilitation – Phase 1**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-017-2024 at the June 4, 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 Dymond Industrial Road Rehabilitation – Phase 1 project, in the amount of \$700,730, plus applicable taxes, for consideration at the June 18, 2024 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the Dymond Industrial Road Rehabilitation – Phase 1 project, in the amount of \$700,730 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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk



Schedule “A” to

## **By-law 2024-065**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Miller Paving Limited**

Dymond Industrial Road Rehabilitation – Phase 1 Project

**This agreement** made this 18<sup>th</sup> day of June 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 Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores  
Dymond Industrial Road Rehabilitation – Phase 1 project  
Tender No. PW-RFT-007-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services, all the work by **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 amount of **seven-hundred thousand, seven-hundred and thirty dollars and zero cents (\$700,730.00)**, 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:

**Miller Paving Limited**  
P.O. Box 248  
New Liskeard, ON  
P0J 1P0

The Owner:

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

The Manager of Transportation Services:

**Manager of Transportation Services**  
**City of Temiskaming Shores**  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**Remainder of this page left blank intentionally**

Signed and Sealed in  
the presence of

Britt Herd – Senior Manager, Estimating and Contracts

**The Corporation of the City of Temiskaming  
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to

Schedule “A” to

**By-law No. 2024-065**

Form of Agreement

**City of Temiskaming Shores**  
**PW-RFT-007-2024**  
**Dymond Industrial Road Rehab - Phase 1**

**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.

**Schedule of Items & Prices**

ITEM	SPEC	DESCRIPTION	Unit	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
<b>Phase 1</b>		<b>Hawn Drive – Rockley Road to Mik Mak</b>				
1	310	Hot Mix (100mm)	tonne	980	\$285.00	\$279,300.00
2	308	Tack Coat	m <sup>2</sup>	4,000	\$1.75	\$7,000.00
3	1010	Granular "A" – 100mm	Tonne	880	\$38.00	\$33,440.00
4	314	Granular "A" – Shouldering	Tonne	220	\$42.00	\$9,240.00
5	301	Scarify, Regrade, Fine Grade	m <sup>2</sup>	4,000	\$3.00	\$12,000.00
6	310	Entrances / Driveways	m <sup>2</sup>	3,000	\$95.00	\$285,000.00
7	511	Rip Rap Ditches (Bottom and Backslope)	m <sup>2</sup>	450	\$75.00	\$33,750.00
8	408	Structure Adjustments	ea.	10	\$1,100.00	\$11,000.0
9		Quality Control/Assurance	LS	1	\$30,000	\$30,000
*Based on estimated quantities				<b>Phase 1 SUBTOTAL</b>		<b>\$700,730.00</b>



PROVISIONAL ITEMS						
10	305	Granular Sealing	m <sup>2</sup>	2,000	\$15.00	\$30,000.00
11	408	Valve Adjustments	ea.	4	\$950.00	\$3,800.00
*Based on estimated quantities				Provisional SUBTOTAL		\$33,800.00

Summary Table

Bid Form	Amount
Phase 1 – Excluding Provisional and excluding HST	\$ 700,730.00
Phase 1 – Including Provisional and excluding HST	\$734,530.00

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 before November 29<sup>th</sup>, 2024.

The specifications have been read over and agreed to this 27th day of May 2024

Company Name <b>Miller Paving Limited</b>	Contact name (please print) <b>Britt Herd</b>
Mailing Address <b>704024 Rockley Road PO Box 248 New Liskeard, ON</b>	Title <b>Britt Herd Senior Manager, Estimating &amp; Contracts</b>
Postal Code <b>P0J 1P0</b>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 	Email <b>britt.herd@millergroup.ca</b>

### Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER N/A in preparing my/our Tender.

**Form 1 to be submitted.**

**City of Temiskaming Shores**  
**PW-RFT-007-2024**  
**Dymond Industrial Road Rehab - Phase 1**

**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 27th day of May, 2024.

Signed:



Title:

Senior Manager, Estimating & Contracts

Company Name:

Miller Paving Limited

**Form 2 to be submitted.**

**City of Temiskaming Shores**  
**PW-RFT-007-2024**  
**Dymond Industrial Road Rehab - Phase 1**

**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 27 th day of May, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating & Contracts

Company Name:

Miller Paving Limited

**Form 3 to be submitted.**

**City of Temiskaming Shores**  
**PW-RFT-007-2024**  
**Dymond Industrial Road Rehab - Phase 1**

**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-007-2024**  
**Dymond Industrial Road Rehab - Phase 1**

**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 27 th day of May , 2024.

**Form 5 to be submitted**

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-066**

**Being a by-law to amend By-law No. 2012-039, a by-law to adopt  
Schedules of Departmental User Fees and Services for the City of  
Temiskaming Shores (Corporate Services – Administration Fees)**

**Whereas** Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores, which has been amended from time-to-time though by-law; and

**Whereas** Council considered Memo No. 021-2024-CS at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (User Fees), Schedule A – Administration Corporate Services, to increase the Death Registration fee (for deaths occurring outside of Temiskaming Shores) to \$30.00, for consideration at the June 18, 2024 Regular Council Meeting.

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

1. That Schedule “A”, Administration – Corporate Services Fee Table of By-Law No. 2012-039 as amended, be further amended by replacing the fee associated with Death Registration (for deaths occurring outside of Temiskaming Shores) to the following:

Fee Title	Description of Fee/ Authority	Fee
<b>Administration – Corporate Services</b>		
Death Registration (for deaths occurring outside of Temiskaming Shores)	Municipal Act 391(1)	30.00

2. That this By-law shall come into force and take effect on July 1, 2024.

**Read a first, second and third time and finally passed** this 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-067**

**Being a by-law to enact a Zoning by-law Amendment to rezone the subject land from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self storage facility as a permitted use: 468 Georgina Avenue (Roll No. 5418-030-003-02400)**

**Whereas** pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

**Whereas** By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores; and

**Whereas** Council considered Administrative Report No. CS-019-2024 at the Committee of the Whole meeting on June 4, 2024, and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 (as amended) to rezone the subject land (468 Georgina Avenue) from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self-storage facility as a permitted use; for consideration at the June 18, 2024 Regular Council Meeting.

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

1. The property affected by this By-law is located at 468 Georgina Ave.- PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL.
2. By-law No. 2017-154 is hereby amended as follows:
  - a) Table 7.3 is hereby amended by rezoning the affected property from C1A to C1A-1 to allow for a self-storage facility as a permitted use in accordance with the provisions of this By-law.
3. That all other provisions of By-law No. 2017-154 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
5. 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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk

# Schedule "1" to By-law 2024-067

## City of Temiskaming Shores



Amended Zoning.

# **The Corporation of the City of Temiskaming Shores**

## **By-law No. 2024-068**

### **Being a by-law to enter into a Memorandum of Agreement between the City of Temiskaming Shores and the Timiskaming Health Unit for the purpose of implementing the Community Safety and Well-Being Plan**

**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** the Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 Part XVI mandates every municipality across Ontario to prepare and adopt a Community Safety and Well-being Plan (CSWBP) by July 2021. The aim of the CSWBP is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression; and

**Whereas** most municipalities in the Timiskaming District (including the municipality of Temagami) passed resolutions to support in principle, the allocation of funds for the next required step of implementation; and

**Whereas** the priorities to be addressed through the CSWB Plan are significant and this MOA outlines how committed community partners will work together to determine how to best operationalize this work for healthy, safe, equitable communities for all; and

**Whereas** Council considered Administrative Report No. CS-020-2024 at the June 4, 2024 Committee of the Whole Council meeting, and directed staff to prepare the necessary by-law to to enter into a Memorandum of Agreement with the Timiskaming Health Unit for the purpose of implementing the Community Safety and Well-Being Plan, for consideration at the June 18, 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 execute a Memorandum of Agreement between the Board of Health for the Timiskaming Health Unit and the City of Temiskaming Shores, for the performance of work described in Section 7.0 Statement of Work for implementation efforts of the Community Safety and Well

Being Plan. A copy of which is attached hereto as Schedule "A" and forms part of this by-law.

2. That in recognition as one of the largest municipalities and highest apportioned cost, the City of Temiskaming Shores take an active role in providing direction, input and support to the implementation, monitoring, evaluation and reporting and requests representation within the governance structure of the Multi-Stakeholder Steering Committee.
3. That Council approves the contribution in principal estimated at \$34,494 per year representing the term of August 1, 2024 to August 31, 2026 under the Memorandum of Agreement between the Board of Health for the Timiskaming Health Unit, to be offset by other funding sources such as municipal contributions, donations, provincial funding, etc. received during the Agreement period where possible.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.
5. That this by-law shall take effect on August 1, 2024.

**Read a first, second and third time and finally passed** this 18<sup>th</sup> day of June 2024.

---

Mayor

---

Clerk



Schedule “A” to

## **By-law 2024-068**

Agreement between

**The Corporation of the City of Temiskaming Shores**

And

**Timiskaming Health Unit**

for the purpose of implementing the Community Safety and Well-Being Plan



**Timiskaming District**  
**Community Safety Well-Being Plan Implementation**

Memorandum of Agreement Between  
The Board of Health for the Timiskaming Health Unit  
and

---

(Municipality/Township/Town)

For  
The performance of work described in  
Section 7.0 Statement of Work

**August 1, 2024 to August 31, 2026**

## Contents

1.0 Title .....	3
2.0 Background .....	3
Legislative Requirement .....	3
3.0 Current State in Timiskaming.....	3
4.0 Definitions .....	4
5.0 Principles .....	4
Proposed Governance Structure.....	4
6.0 Responsibilities .....	4
Responsibilities of Coordinator.....	4
Responsibilities of Municipality .....	4
Responsibility of Timiskaming Health Unit .....	4
7.0 Statement of Work.....	4
8.0 Term .....	5
9.0 Termination / Suspension Clause.....	5
10.0 Amendments.....	5
11.0 Accounts and Audits .....	5
12.0 Budget Apportionment per Municipality.....	5
13.0 Overall Budget.....	6
14.0 Process for invoicing .....	6
15.0 Name of MOA Contacts and MOA Signatures of Agreement.....	7
Appendix A.....	8
Community Safety And Well-Being Plans Legislation .....	8
Appendix B .....	12
Domains of the Community Safety and Well-Being Planning Framework .....	12
Appendix C .....	13
Development of the Timiskaming CSWB Plan .....	13
Appendix D.....	14
Proposed Motion to Adopt and support the Timiskaming District CSWB Plan .....	14
Appendix E .....	15
DTSSAB Correspondence to Heads of Council re: CSWB Plan October 2022 .....	15

## 1.0 Title

Timiskaming District Community Safety Well-Being Plan Implementation

## 2.0 Background

### Legislative Requirement

[The Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 Part XVI](#) ([Appendix A](#)) mandates every municipality across Ontario to prepare and adopt a Community Safety and Well-being Plan (CSWB) by July 2021.

The aim of the CSWB Plan is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression. See [Appendix B](#) for more detail.

### Legislative Requirement

The legislative requirement includes the following steps:

1. Establish a Multi-Level Advisory Committee
2. Consultation
3. Outcomes Framework
4. Alignment with Police Service Board
5. Publish Completed Plan
6. Review Plan

The legislation for implementation indicates that the **Municipality is responsible** for the following:

- **Implementation** of the plan
- **Review** of the plan and **revisions**
- **Report** on outcomes

If a Municipality chooses not to comply with legislation, the Ministry has the power to appoint a well-being planner for the municipality, to work on implementation of the plan, review, and revisions. The municipality is required to pay the well-being planner's remuneration and expenses.

## 3.0 Current State in Timiskaming

Work completed to comply with legislative requirements in Timiskaming, including the municipality of Temagami, includes completion of steps 1 to 5. It is now time for implementation. The plan can be viewed [here](#) with information on the process to develop the plan in [Appendix C](#).

Based on input during the plan development process, LBCG Consulting for Impact, who completed the Plan, recommended that a **Plan Lead** be established to coordinate the plan's implementation. *This would ensure dedicated resources to support municipalities with implementation, monitoring and evaluation of the plan overseen by a senior leader in the host organization with direction from an established Steering Committee governance model.*

It was proposed by LBCG Consulting for Impact, that the necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. Sample overall budget totals and corresponding apportionment amounts were presented.



The majority of municipalities in Timiskaming (including the municipality of Temagami) passed resolutions to support in principle, the allocation of funds for the next required step of implementation. The priorities to be addressed through the CSWB Plan are significant. This MOA outlines how committed community partners will work together for healthy, safe, equitable communities for all.

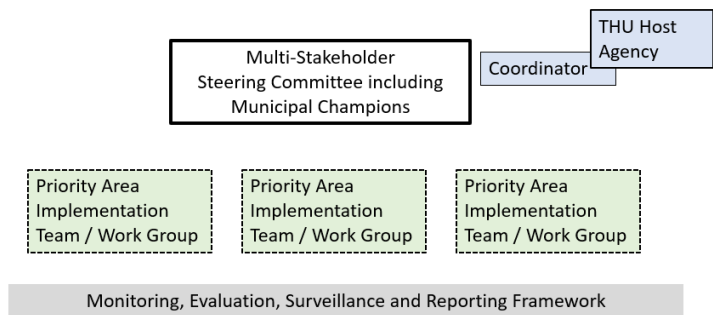
## 4.0 Definitions

Board of Health for the Timiskaming Health Unit herein referred to as Timiskaming Health Unit (THU)

Coordinator refers to a staff position who will support local CSWB Plan implementation per the direction of a Steering Committee and with Supervision host agency support of Timiskaming health Unit.

## 5.0 Principles

### Proposed Governance Structure



## 6.0 Responsibilities

### Responsibilities of Coordinator

See Statement of Work section 5.0.

### Responsibilities of Municipality

As requested, provide direction, input and support to CSWB Plan implementation, monitoring,

evaluation and reporting.

Select municipalities may contribute to Coordinator hiring and any performance evaluation processes.

Provide funding per apportionment.

### Responsibility of Timiskaming Health Unit

Support the recruitment and selection of CSWB Plan Coordinator.

Provide supervisory oversight for the CSWB Plan Coordinator.

Invoice municipalities and maintain financial records.

## 7.0 Statement of Work

Part of the implementation of the Timiskaming CSWB Plan will be determining how to best operationalize this work. Clear roles, responsibilities, processes, practices, and concrete action plans will need to be designed. Monitoring and assessment of progress and impact will also be a crucial component of implementation. Other emerging priorities may also be considered through implementation planning. The coordinator will support the Steering Committee in achieving the following:

### Deliverables

## THU Management

- Create job posting, hire and onboard Coordinator.
- Supervise Coordinator, ensure performance feedback and evaluation.

Coordinator to support the following:

- Operation of the CSWB Steering Committee with representative sample of municipal leadership to provide direction for the deliverables below.
- Review and confirm Terms of Reference for steering committee and implementation teams/working groups outlining agreed upon principles, shared goals and roles.
- Considering available evidence, and implementation strategies required, confirm the priorities, goals, actions and scope of work.
- Engage community partners and people with lived experience and those who experience marginalization relevant to the priority area to inform the development of the strategies (policies, actions) in each area. Type of engagement will depend on funding available.
- Review and confirm implementation plans for the strategies in each area which clearly identifies roles, responsibilities, timelines, reporting relationships and requirements.
- Establish performance indicators.
- Monitor the actions identified in the implementation plan, whether it is the creation, expansion and/or coordination of programs, training, services, campaigns, etc.
- Monitor opportunities for funding and support grant applications.
- Report on progress with a public facing report.
- Four formal progress reports to municipal funders synchronous with invoicing: August 2024, February 2025, August 2025, February 2026.

## 8.0 Term

24 months (August 1, 2024 to August 31, 2026)

## 9.0 Termination / Suspension Clause

This MOA will remain in effect until August 31, 2026, unless it is terminated as provided in this MOU or amended in writing by a subsequent agreement executed by the parties' authorized representatives. This MOU may be cancelled upon 30 calendar days written notice by either the municipality or the THU.

## 10.0 Amendments

The Parties agree that this MOA shall not be altered or amended without the written mutual consent of both the Municipality and Timiskaming Health Unit.

## 11.0 Accounts and Audits

Timiskaming Health Unit shall keep proper accounts and records of the cost of the work and all expenditures or commitments made.

## 12.0 Budget Apportionment per Municipality

Based on budget estimate of need for minimum of \$100,000 total per year for the 2024-2025, and 2025-2026 funding years, the following amounts were calculated using THU apportionment percentages for municipalities.

2024 Municipal Apportionment (CSWB)					
3554	Timiskaming	District	2022 Population	%	2024 Levy
3554036	ARMSTRONG	TOWNSHIP	962	3.83%	\$3,827
3554032	BRETHOUR	TOWNSHIP	85	0.34%	\$338
3554029	CASEY	TOWNSHIP	323	1.28%	\$1,285
3554054	CHAMBERLAIN	TOWNSHIP	264	1.05%	\$1,050
3554044	CHARLTON & DACK	MUNICIPALITY	506	2.01%	\$2,013
3554008	COBALT	TOWN	915	3.64%	\$3,640
3554001	COLEMAN	TOWNSHIP	528	2.10%	\$2,100
3554052	ENGLEHART	TOWN	1236	4.92%	\$4,917
3554049	EVANTUREL	TOWNSHIP	402	1.60%	\$1,599
3554066	GAUTHIER	TOWNSHIP	105	0.42%	\$418
3554026	HARLEY	TOWNSHIP	409	1.63%	\$1,627
3554014	HARRIS	TOWNSHIP	417	1.66%	\$1,659
3554034	HILLIARD	TOWNSHIP	177	0.70%	\$704
3554021	HUDSON	TOWNSHIP	415	1.65%	\$1,651
3554042	JAMES	TOWNSHIP	331	1.32%	\$1,317
3554024	KERNS	TOWNSHIP	266	1.06%	\$1,058
3554068	KIRKLAND LAKE	TOWN	6415	25.52%	\$25,519
3554062	LARDER LAKE	TOWNSHIP	678	2.70%	\$2,697
3554006	LATCHFORD	TOWN	320	1.27%	\$1,273
3554056	MATACHEWAN	TOWNSHIP	275	1.09%	\$1,094
3554058	MCGARRY	TOWNSHIP	558	2.22%	\$2,220
3548069	TEMAGAMI	MUNICIPALITY	815	3.24%	\$3,242
3554020	TEMISKAMING SHORES	CITY	8671	34.49%	\$34,494
3554038	THORNLOE	VILLAGE	65	0.26%	\$259
3554091	TIMIS., UNORGANIZED, EAST PART	UNORGANIZED			
3554094	TIMIS. , UNORGANIZED, WEST PART	UNORGANIZED			
			25138		\$100,000
	Per Capita	25138			\$3.98

## 13.0 Overall Budget

Approximate budget. FTE and operating dollars may need to be adjusted based on final municipal contribution.

	2024-2025 Budget
Salary and Benefits – 1.0 FTE Contract Coordinator	\$85,200
Operations such as Coordinator travel, communication dollars, translation, etc are yet TBD*	\$2,700
Admin (overhead costs to support and supervise the Coordinator)	\$12,000
Total Budget	\$99,900

	2025-2026 Budget
--	------------------

Salary and Benefits – 1.0 FTE Contract Coordinator	\$85,200
Operations such as Coordinator travel, communication dollars, translation, etc are yet TBD*	\$2,700
Admin (overhead costs to support and supervise the Coordinator)	\$12,000
Total Budget	\$99,900

14.0 Process for invoicing

THU will invoice municipalities in four installments August of 2024, February and August of 2025, and February of 2026.

15.0 Name of MOA Contacts and MOA Signatures of Agreement

Name and title of signing authority:

Timiskaming Health

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Municipality

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Community Safety And Well-Being Plans Legislation

#### **PART XVI COMMUNITY SAFETY AND WELL-BEING PLANS**

##### **PREPARATION AND ADOPTION**

###### **Municipal community safety and well-being plan**

**248** (1) Every municipality shall prepare and, by resolution, adopt a community safety and well-being plan.

###### **May be prepared individually or jointly**

(2) The community safety and well-being plan may be prepared by the municipality individually or jointly in consultation with other municipalities or band councils.

###### **First community safety and well-being plan**

(3) A municipality must prepare and adopt its first community safety and well-being plan before the second anniversary of the day on which this section began applying to the municipality.

###### **Transition**

(4) Every community safety and well-being plan prepared and adopted under the *Police Services Act* before it was repealed shall be deemed to have been prepared and adopted under this Act.

###### **Same, deemed compliance**

(5) The Minister may deem a community safety and well-being plan to have met all of the requirements in section 250 if,

- (a) consultations to develop the plan were completed before January 1, 2019; and
- (b) in the Minister's opinion, the consultations substantially complied with the obligations set out in section 250.

###### **Same, time limit**

(6) If a municipality was required to prepare and adopt a community safety and well-being plan under section 143 of the *Police Services Act* but no plan was prepared and adopted before that Act was repealed, the two-year period under subsection (3) shall begin on the day section 143 of the *Police Services Act* first began applying to the municipality.

###### **First Nation community safety and well-being plan**

**249** (1) A band council of a First Nation may prepare and adopt a community safety and well-being plan.

###### **May be prepared individually or jointly**

(2) The community safety and well-being plan may be prepared by the band council individually or jointly in consultation with other band councils or municipalities.

###### **Preparation of plan by municipality**

**250** (1) A municipality that prepares a community safety and well-being plan shall establish an advisory committee.

###### **Joint preparation of plan**

(2) Despite subsection (1), a group of municipalities that are jointly preparing a community safety and well-being plan shall jointly establish and consult with a single advisory committee.

###### **Membership of committee**

(3) The advisory committee must, at a minimum, consist of the following members:

- 1. A person who represents,

- i. a local health integration network for a geographic area in which the municipality is located, as determined under the *Local Health System Integration Act, 2006*, or
  - ii. an entity that provides services to improve the physical or mental health of individuals in the community or communities.
2. A person who represents an entity that provides educational services in the municipality.
  3. A person who represents an entity that provides community or social services in the municipality, if there is such an entity.
  4. A person who represents an entity that provides community or social services to children or youth in the municipality, if there is such an entity.
  5. A person who represents an entity that provides custodial services to children or youth in the municipality, if there is such an entity.
  6. An employee of the municipality or a member of the municipal council.
  7. A person who represents the police service board or, if there is no police service board, the commander of the detachment of the Ontario Provincial Police that provides policing in the area or his or her delegate.
  8. A chief of police of a police service that provides policing in the area or his or her delegate.
  9. Any other person prescribed by the Minister.

#### **Single individual may meet multiple requirements**

- (4) A single individual may satisfy the requirements set out in multiple paragraphs of subsection (3).

#### **Same, joint plans**

- (5) If the community safety and well-being plan is prepared by a group of municipalities or band councils,
  - (a) the members of the advisory committee shall be appointed by agreement of the participating municipalities and band councils; and
  - (b) the provisions of this Act that apply to community safety and well-being plans apply, with necessary modifications, to joint community safety and well-being plans.

#### **Considerations**

- (6) In appointing the members of the advisory committee, the municipality or municipalities shall consider the need to ensure that advisory committee is representative of the municipality or municipalities, having regard for the diversity of the population in the municipality or municipalities.

#### **Consultations**

- (7) In preparing a community safety and well-being plan, the municipality or municipalities shall,
  - (a) consult with the advisory committee;
  - (b) consult with members of the public, including youth, individuals who have received or are receiving mental health or addictions services, members of racialized groups and of First Nation, Inuit and Métis communities, in the municipality or municipalities and, in the case of a joint plan with a First Nation, in the First Nation reserve;
  - (c) consult with community organizations, including First Nation, Inuit and Métis organizations and community organizations that represent youth or members of racialized groups, in the municipality or municipalities and, in the case of a joint plan with a First Nation, in the First Nation reserve; and
  - (d) comply with any consultation requirements that may be prescribed by the Minister.

#### **Use of information**

- (8) In preparing a community safety and well-being plan, the municipality or municipalities shall consider available information related to crime, victimization, addiction, drug overdose, suicide and any other risk factors prescribed by the Minister, including statistical information from Statistics Canada or other sources, in addition to the information obtained through its consultations.

#### **Other prescribed requirements**

- (9) The municipality or municipalities shall meet the requirements prescribed by the Minister, if any, in preparing their community safety and well-being plan.

#### **Transition**

(10) A community safety and well-being plan that was adopted in accordance with this section, as it read at the time, continues to be valid despite any intervening changes to this section.

### **Content of community safety and well-being plan**

**251** A community safety and well-being plan shall,

- (a) identify risk factors in the municipality or First Nation, including, without limitation, systemic discrimination and other social factors that contribute to crime, victimization, addiction, drug overdose and suicide and any other risk factors prescribed by the Minister;
- (b) identify which risk factors the municipality or First Nation will treat as a priority to reduce;
- (c) identify strategies to reduce the prioritized risk factors, including providing new services, changing existing services, improving the integration of existing services or coordinating existing services in a different way;
- (d) set out measurable outcomes that the strategies are intended to produce;
- (e) address any other issues that may be prescribed by the Minister; and
- (f) contain any other information that may be prescribed by the Minister.

### **Publication of community safety and well-being plan**

**252** A municipality that has adopted a community safety and well-being plan shall publish it on the Internet in accordance with the regulations made by the Minister, if any.

### **Implementation of community safety and well-being plan**

**253** A municipality that has adopted a community safety and well-being plan shall take any actions that the plan requires it to take and shall encourage and assist other entities to take any actions the plan requires those entities to take.

## **REPORTING AND REVISION**

### **Monitoring, evaluating and reporting**

**254** (1) A municipality that has adopted a community safety and well-being plan shall, in accordance with the regulations made by the Minister, if any, monitor, evaluate and report on the effect the plan is having, if any, on reducing the prioritized risk factors.

### **Publication**

(2) The reports referred to in subsection (1) shall be published on the Internet in accordance with the regulations made by the Minister, if any.

### **Revision by municipality**

**255** (1) A municipality that has adopted a community safety and well-being plan shall review and, if appropriate, revise the plan within the period prescribed by the Minister.

### **Revision by band council**

(2) A band council that has adopted a community safety and well-being plan may review and, if appropriate, revise the plan within the period prescribed by the Minister.

### **Process for revision**

(3) Sections 250 to 252 apply, with necessary modifications, to the revision of a community safety and well-being plan.

## **MISCELLANEOUS**

### **Information to Minister**

**256** (1) Every municipality shall provide the Minister with any information prescribed by the Minister respecting,

- (a) the municipality's community safety and well-being plan, including the preparation, adoption or implementation of the plan;
- (b) any outcomes from the municipality's community safety and well-being plan; and
- (c) any other matter prescribed by the Minister related to the community safety and well-being plan.

**Time to comply**

- (2) The municipality shall provide the information within the period prescribed by the Minister.

**No personal information**

- (3) Personal information cannot be prescribed for the purposes of this section.

**Community safety and well-being planner**

**257** (1) The Minister may appoint a person as a community safety and well-being planner for a municipality if, in the Minister's opinion, the municipality has intentionally and repeatedly failed to comply with one of its obligations under this Part, other than section 253.

**Notice of appointment**

- (2) The Minister shall give the municipality at least 30 days' notice before appointing the community safety and well-being planner.

**Term of office**

- (3) The appointment of a community safety and well-being planner is valid until terminated by order of the Minister.

**Powers of planner**

- (4) Unless the appointment provides otherwise, a community safety and well-being planner has the right to exercise any powers of the municipality that are necessary to prepare a community safety and well-being plan that the municipality could adopt.

**Same**

- (5) The Minister may specify the powers and duties of a community safety and well-being planner appointed under this section and the terms and conditions governing those powers and duties.

**Right of access**

- (6) A community safety and well-being planner appointed for a municipality has the same rights as the municipal council in respect of the documents, records and information of the municipality.

**Minister's directions**

- (7) The Minister may issue directions to a community safety and well-being planner with regard to any matter within the jurisdiction of the planner.

**Directions to be followed**

- (8) A community safety and well-being planner shall carry out every direction of the Minister.

**Report to Minister**

- (9) A community safety and well-being planner shall report to the Minister as required by the Minister.

**Municipality to pay costs**

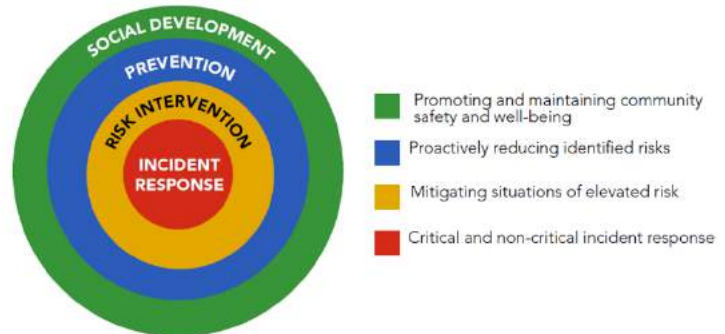
- (10) The municipality shall pay the community safety and well-being planner's remuneration and expenses as set out in the regulations made by the Minister.



## Appendix B

The aim of the CSWB Plan is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression.

CSWB plans support safe and healthy communities through a community-based approach to address root causes of complex social issues. Planning seeks to achieve a proactive, balanced and collaborative approach to community safety and well-being across four key areas: social development, prevention, risk intervention, and incident response. See below for more detail.



Source: [Community safety and well-being planning framework: Booklet 3 - A shared commitment in Ontario \(2021\)](#) Accessed February 2023.

### Domains of the [Community Safety and Well-Being Planning Framework](#)

#### Social Development (Upstream)

- Social development requires long-term, multi-disciplinary efforts and investments to improve the social determinants of health and thereby reduce the probability of harm and victimization. Appropriate investment in social development will experience the social benefits of addressing root causes of crime and disorder.

#### Prevention (Midstream)

- Prevention involves proactively implementing evidence-based situational measures, policies or programs to reduce locally identified priority risks to community safety and well-being before they result in crime, victimization and/or harm.
- Opportunities to learn from prevention efforts can advise on strategic investment in social development.

#### Risk Intervention (Downstream)

- Risk intervention involves multiple sectors working together to address and/or interrupt escalating situations where there is an elevated risk of harm
- What is learned by mobilizing risk intervention can inform how investments and strategies are deployed in the prevention and social development areas.

#### Incident Response

- Immediate and reactionary responses that may involve a sense of urgency in response to crime or safety.
- Initiatives in this area alone cannot be relied upon to increase community safety and well-being.

# Appendix C

## Development of the Timiskaming CSWB Plan

In 2021 Timiskaming municipalities, including the municipality of Temagami, collectively engaged DTSSAB in a funding agreement to develop a Community Safety & Well-being Plan (CSWB) as mandated under the Police Services Act.

A Steering Committee was established and LBCG Consulting for Impact was hired to facilitate the creation of a CSWB plan based on research, local data, and input from system leaders, community stakeholders and the public.

A larger Advisory committee was established in July of 2021 to assist with assessing the needs and assets across diverse municipalities in Timiskaming and identifying what strengths and efforts to build on to address gaps. This included integrating findings from a community survey developed to inform a local CSWB PLAN.

### Project Process



In May of 2022, Timiskaming municipalities received a presentation on the draft plan with an opportunity to provide feedback. The presentation included next step recommendations given that the creation of the plan is the beginning of a collective path towards improving safety and well-being in the area. The presentation and CSWB Plan document underscored that the Plan was developed with the intent that all 23 municipalities in the Timiskaming District and the Municipality of Temagami municipalities would accept and adopt this plan and work collaboratively to achieve its goals.

Given that the development of a CSWB Plan is only a starting point. The priorities identified in a CSWB Plan require coordinated action across sectors and partner groups. Based on input through the development process, LBCG Consulting for Impact recommended that a Plan Lead be established to coordinate the plan’s implementation. This would ensure dedicated resources to support municipalities with implementation, monitoring and evaluation of the plan overseen by a senior leader in the host organization with direction from an established Steering Committee governance model. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments.

LBCG Consulting for Impact also noted that as things evolve and the plan matures, there is opportunity to adjust the scope of goals and activities. The CSWB Plan itself will be important for shared district planning between community partners and informing the community at large of the way forward. Collectively, for the CSWB Plan to be a successful living document, it will serve to assist in improving the coordination of services, collaboration, information sharing, advocacy and partnerships among local government, agencies, and organizations, and ultimately improving the quality of life for Timiskaming District’s residents.

In presenting the plan, municipalities were asked to prepare a Report to Council that puts forth a motion to council for its adoption and support in principle of funding its’ implementation based on sample apportionment amounts provided (see appendix D).

In June, DTSSAB sent municipalities an email package with the final CSWB Plan as well as supporting documents such as an Excel table outlining the various high and low allotment costs for each municipality based on the initial high level budget estimate of a district-wide funding approach to the plan.

In October of 2022, correspondence was sent to heads of council received from DTSSAB reiterating the CSWB Plan status and next steps with respect to municipal adoption and funding for implementation. This correspondence indicated that Timiskaming Health Unit would assume the point of contact and coordination of next steps for implementation (see Appendix E).

## Appendix D

### Proposed Motion to Adopt and support the Timiskaming District CSWB Plan

BE IT RESOLVED That the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, and

That the Town of XXX approve in principle a contribution for a Community Safety and Well-being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district-wide funding approach.

# Estimated High-level Budget

- We are asking that you **accept in principle** these types of anticipated costs for the implementation of the CSWB Plan.
  - By **properly resourcing the plan** then we will set it up for success and achieve the impact it aspires to.
  - A **detailed budget will be forthcoming** from the confirmed Plan Lead before fully actioning the implementation.
  - Anticipating that implementation actions will likely not be started in earnest until the fall the annual contributions would be **prorated** (e.g.  $\frac{1}{3}$  -  $\frac{1}{4}$ ) for the 2022 budget.
- Based on the current district apportionment structure used by the DTSSAB, the following costs would be funded through a district wide approach:
  - CSWB Plan coordinator resource (0.5- 1 FTE): \$40,000 - \$80,000
  - CSWB Plan leadership role (e.g. chair) (0.1- 0.2 FTE): \$11,000 - \$22,000
  - CSWB Plan operating budget: \$20,000
  - CSWB Plan Lead organization’s overhead costs: \$10,000

**Estimated annual total: \$81,000 - \$132,000**

## Appendix E

### DTSSAB Correspondence to Heads of Council re: CSWB Plan October 2022



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

2022/10/31

Dear Head of Council/Chief Administrative  
Officer/Municipal Clerk:



As per the requirement under the Ministry of the Solicitor General, all municipalities were charged with the creation and implementation of a Community Safety and Well-Being (CSWB) Plan. Please see a link below to the Ontario government's details and support on the subject:

<https://www.ontario.ca/document/community-safety-and-well-being-planning-framework-booklet-3-shared-commitment-ontario/message-deputy-minister-community-safety-behalf-deputy>

At the request of municipalities, as reflected in the resolutions passed at their respective councils, a steering and advisory committee was created and the District of Timiskaming Social Services Administration Board (DTSSAB) contracted LBCG Consultants to draft the district-wide Community Safety and Well-Being Plan. The Plan has since been presented to municipalities, to a meeting of district-wide Clerks, and the respective invoices distributed. The Plan, the municipality briefing, and the presentation are attached to this correspondence for your information. The accomplishment of these milestones indicates the completion of the DTSSAB's role in the creation of a district-wide Community Safety Well-Being Plan.

For the next phase, the Timiskaming Health Unit (THU) will be stepping into the role of point of contact. This transition speaks to the wealth of crossover between the Timiskaming Health Unit's objectives and those of the CSWB Plan.

The responsibility of the implementation of the Community Safety Well-Being Plan resides with each municipality. The Timiskaming Health Unit will move forward with those municipalities who have approved the plan at council and the contribution to the implementation of the plan in principle.

The DTSSAB appreciated the opportunity to collaborate with the steering and advisory committee in the creation of the CSWB Plan and looks forward to supporting its implementation across the district as a community partner.

Sincerely,

Chief Administrative Officer  
District of Timiskaming Social Services Administration Board

PO Box 6006/CP 6006  
290 Armstrong St./290, rue Armstrong  
New Liskeard ON P0J 1P0

Phone/Téléphone: 705-647-7447  
1-800-627-2944  
Fax/Télécopieur: 705-647-5267

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

Phone/Téléphone: 705-567-9366  
1-888-544-5555  
Fax/Télécopieur: 705-567-9492

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2024-069**

#### **Being a by-law to Stop up and Close a Highway – Lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423**

**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** the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

**Whereas** Council considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing the lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That the lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk

Schedule “A”

City of Temiskaming Shores – Lane between eight and ninth streets and north of  
Lakeview Avenue, described as Part 1 on Plan 54R-6423



Excerpt of Plan 54R-6423

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2024-070**

#### **Being a by-law to Stop up and Close a Highway – All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423**

**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** the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

**Whereas** Council considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing the all of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That all of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
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 18<sup>th</sup> day of June, 2024.

---

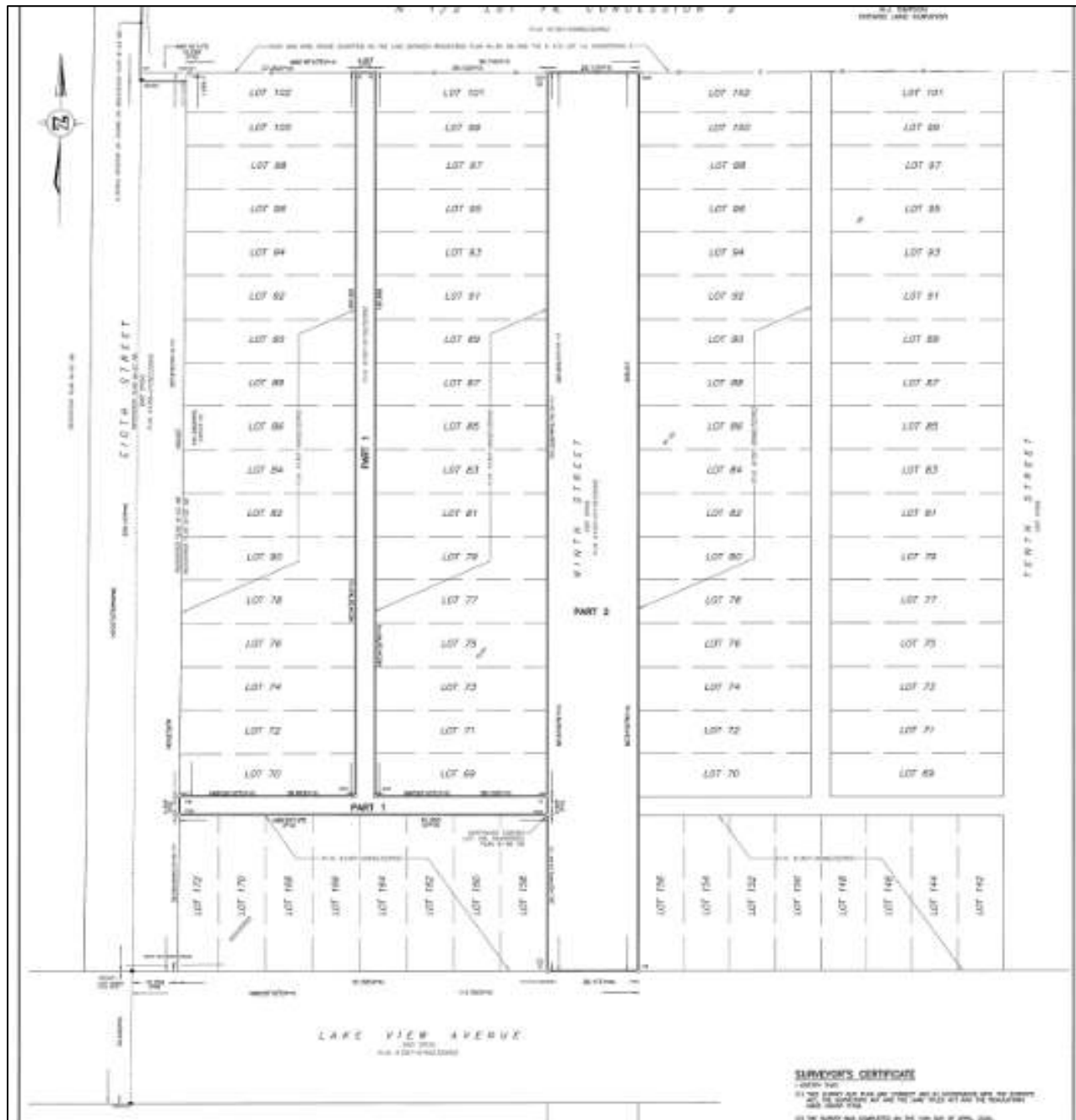
Mayor

---

Clerk

Schedule “A”

City of Temiskaming Shores – All of Ninth Street North of Lakeview Avenue, described  
as Part 2 on Plan 54R-6423



Excerpt of Plan 54R-6423

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-071**

**Being a by-law to authorize the Sale of Land for the Lane  
between eight and ninth streets and north of Lakeview  
Avenue, described as Part 1 on Plan 54R-6423 to  
Matthew Krul and Nerissa Doy**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, 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 considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Matthew Krul and Nerissa Doy for municipal real property, for consideration at the June 18, 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 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 Matthew Krul and Nerissa Doy as Purchasers and The Corporation of the City of Temiskaming Shores as Vendor, 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 \$500.00, plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:

Lane between eight and ninth streets and north of Lakeview Avenue, described as  
Part 1 on Plan 54R-6423

4. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
5. 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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk

## **Offer to Purchase**

### **Matthew Krul and Nerissa Doy**

(as "Purchaser"), having inspected the property, hereby agree to and with

### **The Corporation of the City of Temiskaming Shores,**

(as "Vendor") to purchase the property being:

Lane between eight and ninth streets and north of Lakeview Avenue,  
described as Part 1 on Plan 54R-6423

(herein called the "Real Property") at the purchase price of five-hundred dollars (\$500.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased on an "as is where is" condition without any representations or warranties whatsoever.

### **Legal Fees**

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

### **Costs of Registration**

The Purchaser shall pay all costs of registration and taxes for both parties documents.

### **Road Closing By-Law**

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

### **Release of Information**

**Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.**

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

### **Acceptance**

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15<sup>th</sup> day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

### **Title**

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

### **Requisitions**

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy

or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

### **Surveys and Documents**

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

### **Closing**

**This Agreement shall be completed on or before July 19, 2024 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.**

### **Inspection of Property**

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

### **Adjustments**

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

### **Costs**

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense

of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

### **Planning Act Compliance**

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

### **Spousal Consent**

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

### **Residency of Vendor**

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

### **Facsimile**

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

### **Counterpart**

This agreement may but need not be executed in counterpart.



### **Time of Essence**

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

### **H.S.T.**

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

### **Representations and Warranties**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

### **Tender**

**Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.**

### **Gender**

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

in the presence of:

Purchaser: **Matthew Krul and Nerissa Doy**

\_\_\_\_\_  
Matthew Krul

Purchaser's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Nerissa Doy

The Vendor hereby accepts the above offer.

Dated at the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Vendor: **The Corporation of the City of Temiskaming Shores**

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger

Vendor's Address:

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

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

**Ramsay Law Office**

P.O. Box 160  
18 Armstrong Street  
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

**Kemp Pirie Crombeen**

P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-072**

**Being a by-law to authorize the Sale of Land for all of  
Ninth Street North of Lakeview Avenue, described as  
Part 2 on Plan 54R-6423 to Matthew Krul and Nerissa Doy**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, 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 considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Matthew Krul and Nerissa Doy for municipal real property, for consideration at the June 18, 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 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 Matthew Krul and Nerissa Doy as Purchasers and The Corporation of the City of Temiskaming Shores as Vendor, 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 \$1,000.00, plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:

All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423.

4. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
5. 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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk

## **Offer to Purchase**

**Matthew Krul and Nerissa Doy**

(as "Purchaser"), having inspected the property, hereby agree to and with

**The Corporation of the City of Temiskaming Shores,**

(as "Vendor") to purchase the property being:

All of Ninth Street North of Lakeview Avenue, described as Part 2 on  
Plan 54R-6423

(herein called the "Real Property") at the purchase price of one-thousand dollars (\$1,000.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased in an "as is where is" condition without any representations or warranties whatsoever.

### **Legal Fees**

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

### **Costs of Registration**

The Purchaser shall pay all costs of registration and taxes for both parties documents.

### **Road Closing By-Law**

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

### **Release of Information**

**Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.**

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

### **Acceptance**

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15<sup>th</sup> day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

### **Title**

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

### **Requisitions**

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy

or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

### **Surveys and Documents**

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

### **Closing**

**This Agreement shall be completed on or before July 19, 2024 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.**

### **Inspection of Property**

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

### **Adjustments**

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

### **Costs**

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense

of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

### **Planning Act Compliance**

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

### **Spousal Consent**

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 3 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

### **Residency of Vendor**

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

### **Facsimile**

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

### **Counterpart**

This agreement may but need not be executed in counterpart.



### **Time of Essence**

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

### **H.S.T.**

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

### **Representations and Warranties**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

### **Tender**

**Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.**

### **Gender**

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

in the presence of:

Purchaser: **Matthew Krul and Nerissa Doy**

\_\_\_\_\_  
Matthew Krul

\_\_\_\_\_  
Nerissa Doy

Purchaser's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Vendor hereby accepts the above offer.

Dated at the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Vendor: ***The Corporation of the City of Temiskaming Shores***

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger

Vendor's Address:

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

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

**Ramsay Law Office**  
P.O. Box 160  
18 Armstrong Street  
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

**Kemp Pirie Crombeen**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2024-073**

**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 (NOMS) at the MinExpo International – September 25-27, 2024 (Project No. 852-515336)**

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

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

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

**Whereas** Council considered Administrative Report No. CS-022-2024 at June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase (NOMS) at the 2024 at the MinExpo International, held in Las Vegas from September 25-27, 2024, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase (NOMS) at the 2024 at the MinExpo International, held in Las Vegas from September 25-27, 2024, for support of up to \$344,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

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

**Read a first, second and third time** and finally passed this 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk



Schedule “A” to

**By-law No. 2024-073**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**The Federal Economic Development Agency for Northern Ontario**

as represented by the Minister of Indigenous Services and  
the Minister responsible for the Federal Economic  
Development Agency for Northern Ontario

Project No. 852-515336



FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

FedNor  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 852-515336

THIS AGREEMENT made as of: May 24, 2024

**BETWEEN**

**The Federal Economic Development Agency for Northern Ontario (the “Agency”)**

As represented by the Minister of Indigenous Services and Minister responsible for the Federal  
Economic Development Agency for Northern Ontario

– AND –

**The Corporation of the City of Temiskaming Shores**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 18, 2024, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## **1.0     The Agreement**

### **1.1     a)     The following Annexes form part of this Agreement:**

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b)     Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c)     This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d)     No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

### **1.2     Precedence**

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

### **1.3     Headings**

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

### **1.4     Date of Acceptance**

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

## 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

## 1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

## 2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before May 14, 2024 (the "Commencement Date") and is completed on or before October 31, 2024 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.



### **3.0     The Contribution**

3.1     The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a)     100% of the incurred Eligible & Supported Costs of \$344,000 of the Project outlined in Annex 1, and
- b)     \$344,000.

3.2     The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 18, 2024 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3     Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4     The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5     The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6     Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

#### **4.0 Total Canadian Government Funding**

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to His Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

##### **5.2 Copyright**

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

## **6.0 Claims and Payments**

### **6.1 Payment Procedures**

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

## 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

## 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to His Majesty the King in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

## 6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

## 7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
  - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

## 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## 8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.



The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Agency), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

## **10.0 Official Languages**

- 10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

## **11.0 Indemnification and Limitation of Liability**

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
  - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

- 11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12.0 Default and Remedies**

### **12.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

## 12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

## 12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to His Majesty; and
- d) exercise any other remedy available to the Agency at law.

## 13.0 **General**

### 13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to His Majesty the King in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
  - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and

- c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (His Majesty the King in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
  - 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
  - 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
  - 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
  - 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
  - 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
  - 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
  - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
  - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
  - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
  - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of His Majesty the King in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

**14.0     Notice**

14.1     Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2     Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario  
107 Shirreff Avenue, Suite 104  
North Bay ON P1B 7K8

Attention: Mr. Guy Paquette  
Trade Expansion and Export Development  
Regional Economic Growth through Innovation

or to such other address as may be designated by the Agency in writing.

14.3     Any notice or correspondence to the Recipient shall be addressed to:

His Worship Jeff Laferrière  
Mayor  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0

14.4     Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-515336

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**The Federal Economic Development Agency for Northern Ontario (the “Agency”)**

As represented by the Minister of Indigenous Services and  
Minister responsible for the Federal Economic Development  
Agency for Northern Ontario

**Perreault, Lucie**

Digitally signed by Perreault,  
Lucie  
Date: 2024.05.24 15:28:22 -04'00'

Per:

Name: Lucie Perreault

Title: Executive Director, Federal Economic  
Development Agency for Northern Ontario  
(FedNor)

Date:

**RECIPIENT**

Per:

Name:

Title:

Date:

Per:

Name:

Title:

Date:

I/we have authority to bind The Corporation of the City of  
Temiskaming Shores



**Annex 1****THE PROJECT - STATEMENT OF WORK**

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 852-515336

**I. PROJECT SCOPE**i) Description:

The Corporation of the City of Temiskaming Shores is requesting a contribution to establish the Northern Ontario Mining Showcase (NOMS) at the MinExpo International which is being held in Las Vegas, Nevada September 25-27, 2024. The objective of the project is to build on the success of the Northern Ontario Mining Showcase (NOMS) events at the Prospectors and Developers Association of Canada (PDAC) and Canadian Institute of Mining, Metallurgy and Petroleum (CIM) held from 2014 to 2024. The footprint of the NOMS pavilion within MinExpo would be approximately 2,500 square feet, accommodating between 24-28 businesses.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - May 14, 2024
- b) Completion Date - October 31, 2024

iv) Key Workplan Activities, Timelines and Milestones:

- Hold bi-weekly planning meetings.
- Submit venue application and payment to secure space (to MinExpo).
- Update and launch on-line exhibitor application forms and platform.
- Update website content.
- Exhibitor recruitment and registration.
- Social and digital media strategy deployment.
- Exhibitor graphic development.
- Design bilingual exhibitor directories.
- Coordinate venue logistics (e.g. audiovisual; staging; schedule).
- Media relations.
- Host NOMS at MinExpo International.
- Event evaluations and reporting.

v) Performance Measures and Tracking Plan:

Project duration outcomes include:

- 1 event/trade show attended/organized with 50,000 attendees.
- 24-28 exhibitors present.

Additional anticipated outcomes:

- Attract and increase new business contacts, clients, and potential leads that would result in new business and/or expansion of existing business through strategic alliances and joint ventures in Northern Ontario;
- Engender new innovation, and research and development projects;
- Encourage new business expansions with existing businesses in the mining sector;
- Provide Northern Ontario companies with an opportunity to recruit new graduates to help meet labour market needs;
- Build and strengthen working relationships with Indigenous communities;
- Provide an opportunity for youth, female and Indigenous entrepreneurs and professionals within the industry to build relationships and their businesses; and
- Increase employment and wealth based jobs with strong multiplier economic impacts for the North.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$344,000
- Supported	\$344,000	Other Federal	\$0
- Not Supported	\$31,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$31,000
Total	<u>\$375,000</u>		<u>\$375,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$121,000	\$31,000	\$152,000
Event Costs - Other	\$196,000		\$196,000
Marketing / Promotion	\$8,000		\$8,000
Consulting Fees	\$12,000		\$12,000
Travel	\$7,000		\$7,000
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$344,000</b>	<b>\$31,000</b>	<b>\$375,000</b>
<u>Ineligible Costs</u>			
			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$375,000</b>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The project can be carried out in the official language chosen by the recipient

## II. PROJECT FUNDING CONDITIONS

i) Variance of any of the Eligible Supported Costs

Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.

ii) Pre-disbursement Conditions

Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

- a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.

iii) Advance Payments:

- a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

### **III. REPORTING REQUIREMENTS**

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;
  - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
  - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

**Annex 2**

**COSTING MEMORANDUM**  
**Trade Expansion and Export Development**

**1.0      General Conditions**

- 1.1      Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a)      directly related to the Project;
  - b)      reasonable;
  - c)      appear in the "The Project-Statement of Work";
  - d)      incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e)      incurred between April 18, 2024 and the Completion Date.
- 1.2      Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 18, 2024 and the Completion Date.
- 1.3      Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4      No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

**2.0      Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-074**

**Being a by-law to enter into an agreement with the Township  
of Coleman for the acceptance and disposal of Household  
Hazardous Waste at the City of Temiskaming Shores annual  
Collection event**

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

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

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

**Whereas** Council considered Memo No. 017-2024-PW, titled Household Hazardous Waste Event – Agreements with Surrounding Municipalities at the June 4, 2024 Committee of the Whole meeting, and agreed to enter into agreements with outside municipalities for the acceptance of Household Hazardous Waste at the City of Temiskaming Shores annual collection event.

**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 **Township of Coleman** for the acceptance of Household Hazardous Waste materials at the City of Temiskaming Shores annual collection event, 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 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk





Schedule “A” to

## **By-law No. 2024-074**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Township of Coleman**

For the acceptance and disposal of Household Hazardous  
Waste at the City’s Annual Collection Event

This Agreement made on the 18<sup>th</sup> day of June, 2024;

Between:

**The Corporation of the City of Temiskaming Shores**  
(herein referred to as "the City")

And:

**The Corporation of the Township of Coleman**  
(herein referred to as "Municipality")

**Witnesses that in consideration** of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality; the City hereby grants the Municipality permission to dispose of Household Hazardous Waste (HHW), generated within their jurisdiction, to the City's annual HHW event collection site (date/ time/ location to be determined at the sole determination by the City each year). The location hereinafter shall be referred to as the "HHW Depot".

**1. Definitions**

- 1.1 "Household Hazardous Waste"** shall include corrosive, flammable or toxic products by reference to the Consumer Chemicals and Containers regulation, 2001 made under the Hazardous Products Act (Canada); flammable, corrosive or toxicity hazards by reference to Environmental Protection Act R.R.O. 1990, Regulation 347, batteries; pressurized and aerosol containers; portable fire extinguishers; fertilizers; fungicides; herbicides; insecticides; paints and coatings; oil bottles and filters; fluorescent light bulbs and tubes; switches, thermostats, thermometers, barometers and measuring devices containing mercury; antifreeze and solvents used for household purposes by the Municipal User (hereinafter referred to as "HHW").
- 1.2 "Small Quantity Generator"** means a farming business that is not required to submit a Generator Registration Report under the Environmental Protection Act Ontario), as amended from time-to-time, and generates HHW and does not generate more than 100 kilograms per month of HHW. Containers of material not larger than a standard 5-gallon pail will be accepted by Small Quantity Generators.
- 1.3 "Municipal User"** means a resident of the Municipality or a Small Quantity Generator located in the Municipality who utilizes the City's HHW Depot for the purpose of disposing of their own HHW.

## **2. City’s Covenants**

- 2.1** The City shall provide Municipal Users access to the City’s Annual Household Hazardous Waste Collection Event located at the HHW Depot, for the purpose of disposing of their HHW.
- 2.2** The City shall establish, at their sole determination, the date, time and location of the annual Household Hazardous Waste Collection Event, and shall communicate the event details to the Municipality not later than 30 days prior to the event.
- 2.3** The City shall receive funding from Producer Responsible Organizations for all HHW material collected from the City’s annual HHW event, and the funding shall be applied to the expenses of hosting the event.
- 2.4** The City shall invoice the Municipality annually for a portion of the net expense incurred by the City to facilitate the receiving, handling, and final disposal of the Municipal User’s HHW, calculated by the City on a per capita basis, based on the most recent Statistics Canada Census.
- 2.5** The City shall not charge Municipal Users directly for the HHW disposal at the HHW Depot.
- 2.6** The City shall not maintain records of the number of Municipal Users and quantities of HHW received at the HHW Depot from Municipal Users.

## **3. Municipality’s Covenants**

- 3.1** The Municipality shall pay the City fee for a portion of the costs incurred by the City to facilitate the receiving, handling, and final disposal of the Municipal User’s HHW, on a per capita basis, based on the most recent Statistics Canada Census.
- 3.2** The Municipality shall make payment to the City in full, not later than 30 days of receipt of the invoice from the City.
- 3.3** Municipal User’s shall access the HHW Depot for the purpose of disposing HHW during the operating hours of the annual collection event only.
- 3.4** Municipal User’s to deposit HHW materials accepted by the City only. The City reserves the right to refuse any material not defined herein as HHW. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the Municipal User seeking to dispose of it.

#### **4. Indemnity and Insurance**

- 4.1** The Municipality shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, of every nature and kind whatsoever, including reasonable legal fees, occasioned wholly or in part whether willful or otherwise by reason of or on account of the Municipality's use of the City's Household Hazardous Waste collection event at the HHW Depot, or arising out of any breach, violation or non-performance on the part of the Municipality of any covenant or provision in the Agreement, whether arising from actions of the Municipality or by its employees, servants, agents, subcontractors or others the Municipality is responsible for at law. Such indemnification shall continue in effect after expiry of this Agreement with respect to any matter arising during the use of the City's Household Hazardous Waste collection event at the HHW Depot by the Municipality.
- 4.2** The Municipality shall obtain and maintain at its own expense, in a form satisfactory to the City, general liability insurance on an occurrence basis in an amount not less than Five Million (\$5,000,000) dollars for the entire term of this agreement. The general liability insurance shall include the City as an additional insured with respect to the Municipality's use of the HHW Depot, and all its obligations under this Agreement.
- 4.3** The Municipality shall not cancel or permit to lapse the above-mentioned insurance unless the insurer provides the City at least thirty (30) days' advanced notice in writing. Evidence of this insurance shall be delivered to the City at the inception of this Agreement and thereafter promptly on the insurance renewal date. The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.

#### **5. Provisos**

- 5.1 Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City'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 City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- 5.2 Default provisions** – Whenever:
- a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or

- b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.

**5.3 Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

**Township of Coleman**  
937907 Marsh Bay Road  
Coleman Township, ON  
P0J 1C0

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.

**5.4 Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.

**5.5 Binding Effect** – The terms and provisions of this agreement 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.

**5.6 Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

**Remainder of Page left blank intentionally**

Signed and sealed in  
the presence of

Dan Cleroux, Mayor

**The Corporation of the City of Temiskaming  
Shores**

Jeff Laferriere, Mayor

Logan Belanger, Clerk

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-075**

**Being a by-law to appoint a Building Inspector –  
Gabriel Tasse**

**Whereas** Section 3 (2) of the Building Code Act, S.O. 1992, Chapter 23, requires that the Council of each municipality appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the Building Code Act, its associated Regulations and any by-laws passed there under; and

**Whereas** Council of The Corporation of the City of Temiskaming Shores deems it necessary and expedient to appoint a Building Inspector to enforce the *Building Code Act*, the Regulations and by-laws thereunder; and

**Whereas** Council adopted Resolution No. 2024-232 at the June 4, 2024 Committee of the Whole meeting, directing staff to prepare the necessary by-law to appoint Gabriel Tasse as Building Inspector for the City of Temiskaming Shores, for consideration at the June 18, 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 Gabriel Tasse is hereby appointed as a Building Inspector for The Corporation of the City of Temiskaming Shores.
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.
3. That this by-law shall come into force and take effect on the date of its final passing.

**Read a first second and third time and finally passed** this 18<sup>th</sup> day of June, 2024.

---

Mayor

---

Clerk

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2024-076**

#### **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 June 4, 2024, and for the Regular meeting on June 18, 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 **June 18, 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 **June 4, 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 18<sup>st</sup> day of June, 2024

---

Mayor

---

Clerk