



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 17, 2024 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Agenda

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

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

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

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

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

a) Presentation No. 2 – 2025 Municipal Operating and Capital Budget

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges presentation of the finalized 2025 Operating and Capital Budget, for adoption in principle at the December 17, 2024 Regular Council Meeting.

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– November 19, 2024; and
- b) Committee of the Whole Meeting – December 3, 2024.

9. Presentations / Delegations

- a) Ian Duff, President and Nancy Johnston, Strategic Initiatives Director for McSweeney & Associates

Re: City of Temiskaming Shores Community-Based Strategic Plan

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that City Council hereby acknowledges the presentation of the City of Temiskaming Shores Community-Based Strategic Plan; and

That Council directs staff to prepare an administrative report regarding the Community-Based Strategic Plan, for the January 21, 2025 Committee of the Whole meeting.

- b) Chantal Charbonneau, President and Melanie Ducharme, Executive Director
- Pavilion Women's Centre

Re: Pavilion Women's Centre – New Second Stage Transitional Housing Project

10. Correspondence/ Communications

- a) John Elvidge, City Clerk - City of Toronto

Re: Request for Support - Respecting Local Democracy and Cities, 2024-11-18

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 Communication Item 10 a) in accordance with the agenda reference.

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 Active Travel Committee meetings held on May 13, 2024, and on October 28, 2024;
- b) Minutes from the All Age Friendly Community Committee meetings held on May 23, 2024, and on September 26, 2024;
- c) Minutes from the Climate Change Committee meeting held on October 10, 2024;
- d) Minutes from the Temiskaming Shores Public Library Board meeting held on October 30, 2024;

- e) Minutes from the Temiskaming Shores O.P.P. Detachment Board inaugural meeting held on October 9, 2024; and
- f) Minutes from the Temiskaming Transit Committee meeting held on September 23, 2024.

12. Reports by Members of Council

13. Notice of Motions

14. New Business

a) Resolution of Support – Town of The Blue Mountains (Correspondence item from the November 19, 2024 Regular Council Meeting)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the Town of The Blue Mountains adopted a resolution regarding the Ontario Good Roads Association request to support the establishment of an Ontario Rural Road Safety Program, at their regular meeting on October 21, 2024; and

Whereas official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads; and

Whereas despite only having 17% of the population, 55% of the road fatalities occur on rural roads; and

Whereas rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base; and

Whereas preventing crashes reduces the burden on Ontario's already strained rural strained health care system; and

Whereas roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles.

Be it resolved that Council of the City of Temiskaming Shores supports the Town of The Blue Mountains request, that the Ontario Government take action to implement the rural road safety program that Good Roads has committed to lead; allowing Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Prabmeet Sarkaria, Minister of Transportation; the Honourable Kinga Surma, Minister of Infrastructure; the Honourable Rob Flack, Minister of Agriculture; the Honourable Lisa Thompson, Minister of Rural Affairs; the Honourable Trevor Jones, Associate Minister of Emergency Preparedness and Response; the Honourable Sylvia Jones, Minister of Health; John Vanthof, MPP Timiskaming-Cochrane; the Ontario Good Roads Association, and the Town of The Blue Mountains.

b) Administrative Report No. PW-032-2024 - Recycling Depot Operation Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-032-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Circular Materials Ontario (CMO), for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill, for consideration at the December 17, 2024 Regular Council Meeting.

c) 2025 Municipal Operating Budget

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas staff presented the 2025 Municipal Operating Budget to Council at the December 3, 2024 Committee of the Whole meeting, and at the December 17, 2024 Regular Council meeting.

Be it resolved that Council for the City of Temiskaming Shores hereby adopts in principle its 2025 Municipal Operating Budget, utilizing a 1.5 percent (1.5%) increase to the Municipal Tax Levy for operations, a two percent (2%) increase to the Water/

Wastewater Rates, and a \$10 increase to the solid waste fee; and

Further that Council hereby adopts, in principle, the 2025 General Operating Budget estimates as follows:

Department	Net Budget Estimates
General Government	\$3,062,778
Policing	2,074,414
Health & Social Services	3,065,317
Fire & Emergency Management	551,551
Economic Development	364,111
Recreation	1,677,551
Property Maintenance	644,932
Public Works and Fleet	4,150,929
Solid Waste Management	463,363
Transit	496,190
Libraries	452,452
Reserve Allocation	323,753
Capital Financing	1,022,532
OMPF	<u>(3,803,100)</u>
Net Municipal Operations	\$14,546,773

And further that Council adopts, in principle, the 2025 Environmental Operating Budget estimates as follows:

Department	Net Budget Estimates
Administration	\$1,148,106
Sewage Treatment & Collection	1,125,252
Water Treatment & Distribution	2,025,122
Capital Financing	<u>674,134</u>
Net Environmental Operations	\$4,972,614

d) 2025 Municipal Capital Budget

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas staff presented the 2025 Municipal Capital Budget to Council at the December 3, 2024 Committee of the Whole meeting, and at the December 17, 2024 Regular Council meeting.

Be it resolved that Council hereby adopts, in principle, the 2025 General Capital Budget estimates as follows:

Department	Budget Estimates
Corporate Services	\$455,000
Fire & Emergency Management	79,600
Public Works	1,705,000
Recreation Services	435,261
Property Maintenance	332,475
Fleet	200,000
Transit	<u>613,000</u>
General Capital Project Total	\$3,820,336

And further that Council hereby adopts, in principle, the 2025 Environmental Capital Budget estimates as follows:

Department	Budget Estimates
Environmental Projects	\$600,000

15. By-Laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| By-law No. 2024-139 | Being a by-law to authorize the execution of a Memorandum of Understanding with the Temiskaming & Northern Ontario Sno Travellers for Prescribed Snowmobile Trails Land Use Permission |
| By-law No. 2024-140 | Being a by-law to enter into a one-year agreement with Pedersen Construction (2013) Inc. for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs |
| By-law No. 2024-141 | Being a by-law to authorize the execution of an agreement with GFL Environmental Inc. for the collection and processing of recyclables from non-eligible properties (currently receiving curbside collection), from January 1, 2025 until December 31, 2025 |

By-law No. 2024-142	Being a by-law to enter into an agreement with the Ministry of Transportation under the EV ChargeON Program, for the installation of a Level 3 charger with two ports
By-law No. 2024-143	Being a by-law to authorize borrowing from time to time to meet current expenditures during the Fiscal Year ending December 31, 2025
By-law No. 2024-144	Being a by-law to authorize the entering into a lease agreement with Dr. Peter Hutten-Czapski for the rental of space at the Haileybury Medical Centre
By-law No. 2024-145	Being a by-law to authorize the entering into a lease agreement with Dr. Chelsea Pretty for the rental of space at the Haileybury Medical Centre
By-law No. 2024-146	Being a by-law to enter into an agreement with Circular Materials Ontario (CMO), for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill, from January 1, 2025 until December 31, 2025

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 Meeting – January 21, 2025 starting at 3:00 p.m.
- b) Regular Meeting – January 21, 2025 starting immediately following the Committee of the Whole meeting

17. Question and Answer Period

18. Closed Session

None

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2024-147 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 December 3, 2024; and for the Regular meeting on December 17, 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.



2025 Municipal Budget

Prepared by: Stephanie Leveille, Treasurer

For Presentation to Council

December 17, 2024

BUDGET REVIEW PROCESS

The Management Team has been reviewing and preparing the City's 2025 operating and capital budgets since the beginning of August and a preliminary draft budget was presented to Committee of the Whole on December 3rd, 2024. Recommendations from Committee of the Whole have been incorporated into this report and reserve transfer entries related to capital have been adjusted to reflect a 1.5% increase to the tax levy.

As always, the main goal when preparing the 2025 budget was to remain fiscally responsible while maintaining service levels and ensuring critical infrastructure needs were addressed, all while trying to minimize the impact to the taxpayers. The team was mindful about setting realistic and achievable goals within their departments.

All outstanding budgeted loans were debentured in 2024 as interest rates began to decline. These loans had been budgeted in previous years to offset some significant capital projects in 2022 and 2023. Based on the Financial Indicator Review which is prepared by the Ministry of Municipal Affairs on an annual basis, the City has had one indicator within the lower range of the "moderate" level of risk since 2019: Debt Servicing Cost (the "low" risk threshold is < 5% of total revenues). Management was aware of this moderate risk as they were preparing their capital requests for 2025.

Operating and capital projects within this budget were reviewed closely and were prioritized based on alignment with several existing plans such as the Asset Management Plan, Recreation Master Plan, Active Transportation Plan and other internal capital replacement plans, immediate needs, end of life, funding opportunities and savings due to partnerships. The Senior Management Team was asked to maintain capital spending in line with pre-pandemic levels, with the ultimate goal of not incurring any new debt for 2025 capital investments.

The budget team set some goals, which will be addressed within this report:

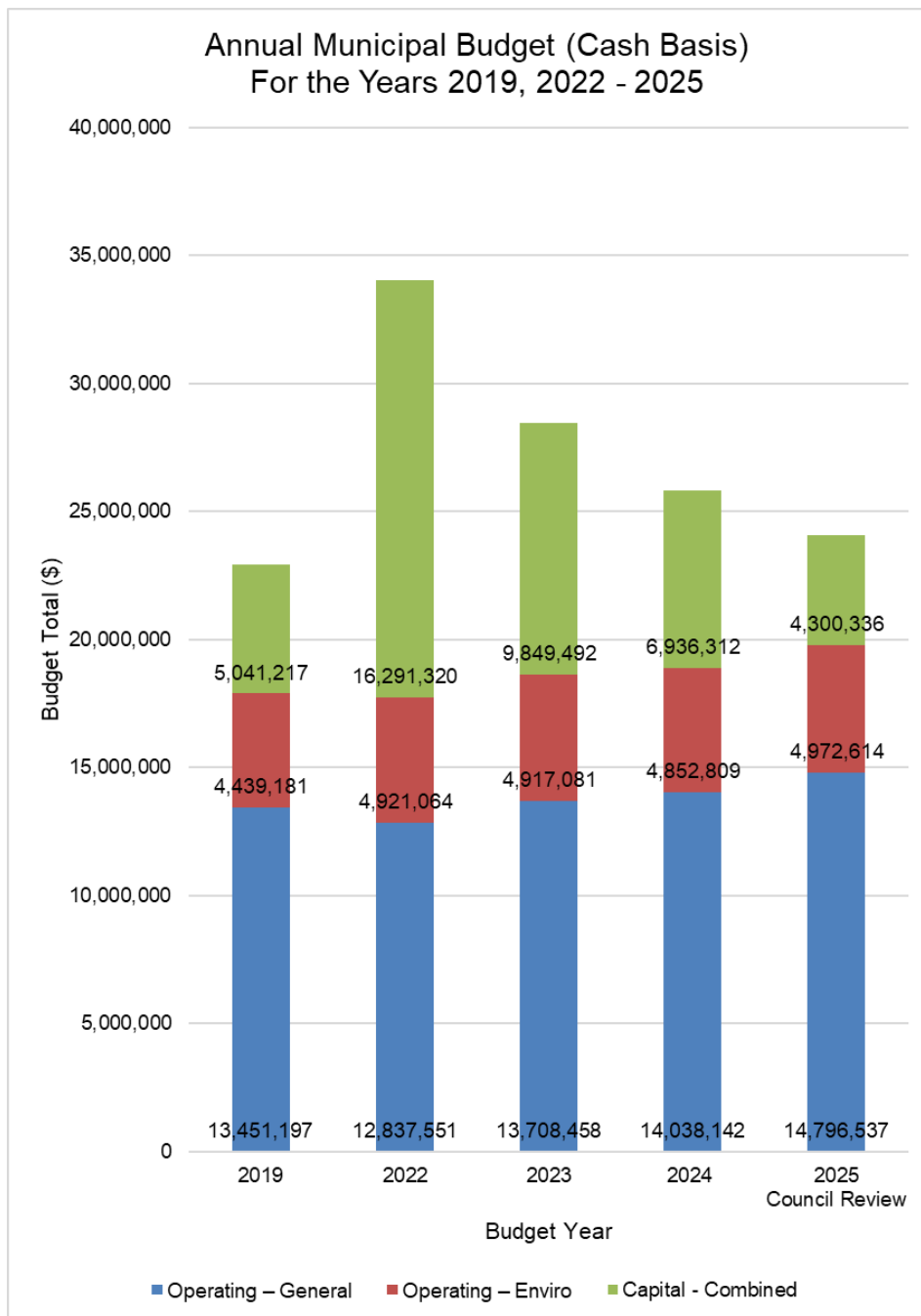
- No new debt for 2025 capital projects.
- Build reserves for future capital projects.
- Plan for potential recommendations from strategic plan and organizational review.
- Present tax impact scenarios based on an increase to the tax levy between 1.0% - 3.0%.

OPERATING BUDGET

The annual budget was prepared assuming maintenance to existing service levels and increases due to contractual and legislated obligations. For 2025, we are proposing a total combined budget slightly over \$24M. This represents a 5.4% increase to general operations, a 2.5% increase to environmental operations and a 38% decrease in overall capital.

Figure 1 below illustrates historical trends on total municipal budgets (cash basis) for the City including the breakdown between operations and capital. 2020 and 2021 were excluded seeing as operational budgets were adjusted to reflect Covid-19 impacts. It should also be noted that 2022 and 2023 capital were anomalies, as disruptions in supply chain and labour market during the pandemic impaired the City's ability to complete capital works and purchases. There were several carryovers and catch up during those two years.

Figure 1: Annual Municipal Budget Trends (Cash Basis)



The key pressures and changes to this budget are noted in Figures 2 & 3 below, with the following being the main drivers:

- Corporate Services:** The main drivers for the increase in the Corporate Services budget can be attributed to the projected increase to municipal insurance premiums, the inclusion of an estimate for implementation of initiatives or recommendations from the

strategic plan and organizational review. These two items have been budgeted at approximately \$275K. The balance of the increase is mostly due to changes within the building services department. Specifically, backfilling of the By-Law Officer vacancy and removal of the contract services for the Building Official with the Municipality of Temagami.

Another item to note is that we have removed all revenues for Provincial Offences Administration (POA) municipal surplus distribution. In the past, the City's portion of the surplus from POA averaged \$150K. Since revenues in POA are projected to be almost 50% lower by the end of 2024 compared to what they were in 2016 we have budgeted conservatively in this line. We have \$110K for administration and rent revenues and \$0 for the surplus distribution. Members of Council have been advocating for financial and other assistance through delegations with the Ministry of the Attorney General, specifically to address the financial burden experienced since the interim transfer of POA Part III/IV matters. No financial assistance has been provided by the Ministry at this time.

On a positive note, the investment income was increased to closer align with the past trends which slightly offsets some of the increases.

- **Economic Development:** The most notable changes within this department are the addition of a temporary Economic Development position which would be funded by at 90% for year 1, an extension to the Communications position and the introduction of a grant program for businesses to embellish store fronts. The grant program was budgeted at \$25K and comes from a recommendation from the Economic Development Corporation. This program requires additional work such as policy development to determine items such as application process, eligibility, administration etc. This would be presented to council for approval prior to implementation.
- **Fire Services, Recreation and Property Maintenance:** There were very little material changes in these three departments. Most of the savings in recreation are due to the removal of the Aquatic Youth Programmer Shadow which is offset by an increase to operating projects in Property Maintenance.

- **Public Works and Fleet:** Public works budget increased by \$88K, just over one third is due to wages & benefits per the collective agreement. The remainder includes adjustments in several different accounts.

The capital lease program for small fleet with Enterprise was increased by \$89K over the last budget. An increase of \$50K to parts and maintenance for fleet has also been incorporated in this budget. It should be noted that the 2024 year-to-date actuals for parts and maintenance currently exceeds the 2024 budget.

- **Solid Waste Management:** The savings within the Solid Waste Management department are a result of the transition to full producer responsibility as required by the newly implemented blue box regulation. This change resulted in not having to budget for curbside recycling collection and processing of recyclables as producers are now 100% responsible for this cost.
- **Transit:** An increase to the transit budget of close to \$100K has been included. The Provincial Gas allocation was entirely budgeted to offset operations in 2024, whereas \$115K of the 2025 allocation will be used towards the purchase of two new transit buses. On a positive note, transit operated for the full year in 2024, compared to a partial year in 2023 due to the transition to a new provider. Also, Temiskaming Transit's debenture loan will be maturing early in 2025 and no new borrowing has been budgeted in 2025. The transit committee is committed to explore additional revenue generation and funding opportunities and have budgeted for a transit study in 2025 which is fully funded through the Rural Transit Solutions Fund (RTSF).

Seeing as the Town of Cobalt is conducting a service review for their municipality, the transit budget presents a potential financial risk to the City of Temiskaming Shores.

- **Policing, Health and Social Services:** On November 29th, 2024, the Province of Ontario issued a press release announcing the proposal to provide financial relief to small and rural municipalities to help offset the increased cost of municipal police services provided by the Ontario Provincial Police (OPP). The City received the proposed billing changes for 2025 late that day. The proposed changes to the billing are estimated to provide \$417,517 in financial relief. The original amount provided was an

increase of 12% or \$284,331 for the OPP contract. The updated estimate for the OPP contract has since been incorporated in the operating budget.

The net change to policing is a decrease of 4.8% which is comprised of a decrease of \$133K to the OPP contract, a decrease of approximately \$50K for our Prisoner Transportation Grant which is partially offset by the addition of \$20K for Detachment revenues.

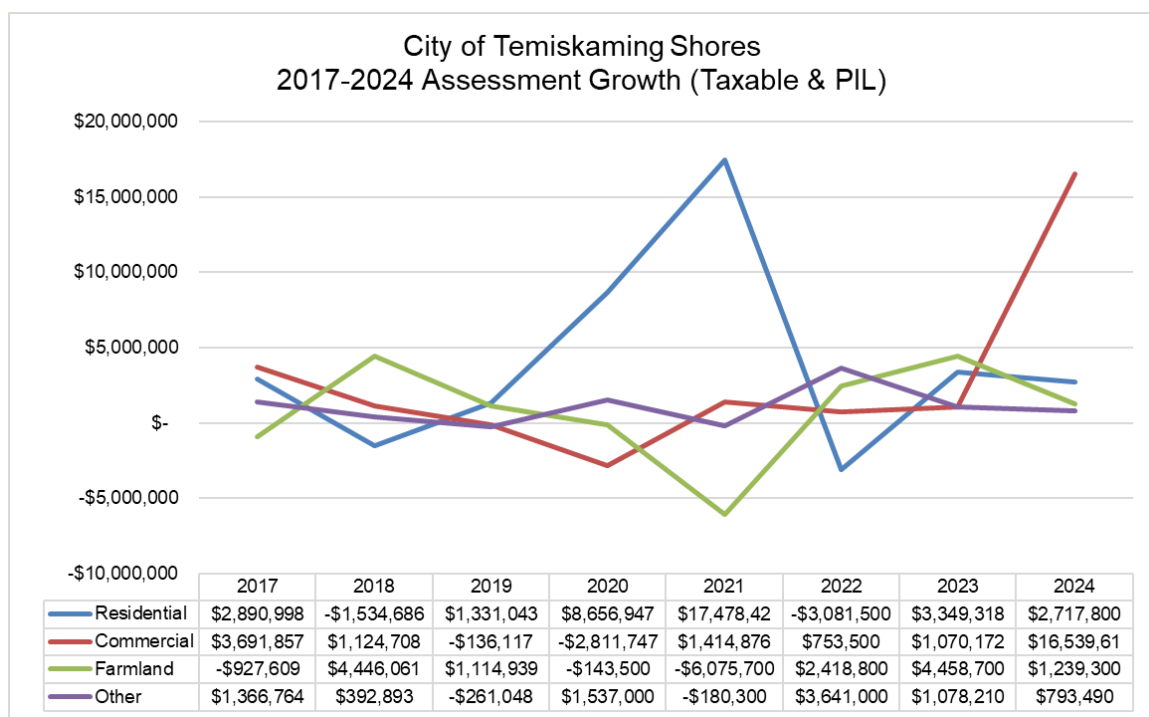
We have assumed just over \$100K to cover potential increases to the Timiskaming Health Unit (THU) fees and District of Timiskaming Social Services Administration Board (DTSSAB) fees. Both those proposed budgets were not available at the time of writing this report.

- **Capital Planning and Financing:** Due to high interest rates, 2022 and 2023 long-term borrowing for capital was deferred. All outstanding loans were debentured in 2024 as interest rates started to decline. Ontario Community Infrastructure Funding (OCIF) continues to be used to offset all principal and interest costs associated with the 2021/22 Roads Program as approved in the 2021 Budget.

In an effort to build a healthier working capital reserve, we are proposing a transfer to reserve equivalent to a minimum 1% of our general taxation revenue. This would be used to offset future capital purchases or projects as approved.

- **Ontario Municipal Partnership Fund (OMPF):** An increase of 12.1% or \$411,500K has been included in accordance with the 2025 Allocation Notice. This funding increase is all absorbed by the increases to policing, health and social services which the municipality has no control over.
- **Assessment Growth:** Taxation revenue from 2024 assessment growth has been included in the budget however, 2025 growth is not included. See Figure 2 below for 2017-2024 Assessment Growth by property class (Taxable & PIL). The average total net growth between 2017-2024 was \$8.5M.

Figure 2: 2017-2024 Assessment Growth (Taxable & PIL)



- **Statutory Benefits:** Statutory benefit costs were adjusted in accordance with the 2025 guidelines.
- **Utilities:** Assumed an increase based on average rate, past usage, anticipated changes to operations, plus a 3% inflationary increase.
- **Environmental Services:** In order to reduce service interruptions, it is critical that the City's existing assets be maintained and repaired as required. In the proposed Environmental Services budget, the increase to Administration is mostly driven by the inclusion of a Water/Sewer Maintenance position which was approved and fully supported in 2024.

A \$183K increase has been incorporated in the budget to cover the projected increase to cost for chemicals as well as the increase to the Ontario Clean Water Agency service contract. Expected savings in electricity and operating projects for water treatment facility maintenance offset a portion of this. Operating projects for sewer treatment plant facility maintenance have increased, the list of projects is included in **Appendix A: Operating Project List**.

OPERATING PROJECTS

The operating budget includes a number of purchases or projects which have been recommended to enhance or improve service delivery, and in some cases identified as necessary for day-to-day operations. Within the 2025 budget, management have recommended \$535,800 in operating projects or purchases across nine cost centres. Please see ***Appendix A: Operating Project List*** at the end of the report for the breakdown.

Figures 3 & 4 below provide a summary of the general municipal and environmental services budgets.

Figure 3: General Municipal Operational Budget

2025 Budget - Council Review #2
General Operations

	Actuals			Budget						Budget Change		
	2021	2022	2023	2024	2025	1.0%	1.5%	2.0%	3.0%	Variance (\$)		
	Actuals	Actuals	Actuals	Final Budget	Council Review #2	Scenario #1	Scenario #2	Scenario #3	Scenario #4	2024 Final vs 2025 Council Review #2	Increase / (Decrease)	% Notes
Council	138,561	152,195	147,997	161,500	161,500					-	-	
General Government	2,545,529	2,899,024	2,392,888	2,572,477	2,901,278					328,801	12.8%	A
Fire Services	422,662	493,442	496,408	538,168	551,551					13,383	2.5%	
Economic Development	278,017	(470,545)	(216,863)	335,331	364,111					28,780	8.6%	B
Recreation	1,435,731	1,548,648	1,530,590	1,710,034	1,677,551					(32,483)	(1.9)%	
Property Maintenance	564,535	666,331	525,060	599,554	644,932					45,378	7.6%	
Public Works & Fleet	3,177,743	3,520,753	4,110,942	3,931,752	4,150,929					219,177	5.6%	C
Solid Waste Management	542,345	53,558	681,504	670,247	463,363					(206,884)	(30.9)%	D
Transit	170,013	135,180	510,053	397,988	496,190					98,202	24.7%	E
Libraries	351,914	353,959	388,342	426,104	452,452					26,348	6.2%	
Net Municipal Operations	9,627,050	9,352,544	10,566,921	11,343,155	11,863,857	11,863,857	11,863,857	11,863,857	11,863,857	520,702	4.6%	
Policing	2,372,565	2,224,755	2,430,863	2,175,242	2,074,414					(100,828)	(4.6)%	F
Public Health	402,468	475,834	740,729	563,530	608,107					44,577	7.9%	G
Social Services	2,377,966	2,388,796	2,185,569	2,397,278	2,457,210					59,932	2.5%	G
Policing, Health & Social Services Expenditures	5,152,999	5,089,385	5,357,161	5,136,050	5,139,731	5,139,731	5,139,731	5,139,731	5,139,731	3,681	0.1%	
Reserve Allocation					156,000	245,587	323,753	401,918	558,250	156,000		H
Capital Financing	1,111,851	1,313,021	1,464,397	950,537	1,022,532	1,022,532	1,022,532	1,022,532	1,022,532	71,995	7.6%	I
Capital Planning and Financing	1,111,851	1,313,021	1,464,397	950,537	1,178,532	1,268,119	1,346,284	1,424,450	1,580,782	227,995	24.0%	
Ontario Municipal Partnership Fund (OMPF)	(3,186,300)	(3,202,400)	(3,328,800)	(3,391,600)	(3,803,100)	(3,803,100)	(3,803,100)	(3,803,100)	(3,803,100)	(411,500)	12.1%	J
Tax Levy Required for Operations	12,705,600	12,552,550	14,059,679	14,038,142	14,379,020	14,468,607	14,546,773	14,624,938	14,781,270	340,878	2.4%	
General Taxation (net)	(14,056,738)	(14,382,049)	(14,824,884)	(15,161,641)	(15,633,159)	(15,789,491)	(15,867,656)	(15,945,822)	(16,102,154)			K
Transfer to Capital				1,123,499	1,254,139	1,320,884	1,320,884	1,320,884	1,320,884			

General Notes

Statutory benefits increased in accordance to 2025 guidelines.
Operating projects are included in applicable departmental budgets. (See Appendix A: Operating Project List for breakdown)
Utilities increased based on average rate, past usage, anticipated changes to operations, plus a 3% inflationary increase.

Variance from 2024 Final Budget to 2025 Council Review #2

- A - Increase to insurance premiums
Estimate for implementation of initiatives or recommendations from the Strategic Plan and Organizational Review
Backfill of By-Law Officer vacancy
Decrease to Provincial Offences municipal surplus distribution
Removal of contract for Building Official services
Increase to investment income
- B - Introduction of a grant program for downtown businesses to embellish store fronts
Extension of Communications position
Additional Economic Development position - funded by FedNor at 90% year 1
- C - Overall increase of \$133K to Fleet budget mainly due to increase to Enterprise Fleet lease (\$89K) & parts and automotive supplies (\$50K)
Public works budget increased by \$88K, just over one third is due to wages & benefits per the collective agreement.
The remainder includes adjustments in several different accounts.
- D - Savings due to transition to full producer responsibility
- E - Increase to budgeted transit operations close to \$100K
Provincial Gas Tax allocation entirely used to offset operations in 2024 whereas \$115K of the 2025 allocation will be used towards purchase of two transit buses
Transit debenture loan maturing early 2025 and no new borrowing budgeted in 2025
- F - Net change in policing is a decrease of 4.6% mostly due to decrease of \$133K for OPP Contract
Decrease of approximately \$50K for Prisoner Transportation Grant, partially offset by addition of detachment revenues of \$20K
- G - Assuming increases to Timiskaming Health Unit (THU) & District of Timiskaming Social Services Administrative Board (DTSSAB) levies
- H - Working capital reserve building for use on future capital
- I - Increase to debenture loan payments. All outstanding debenture loans were executed in 2024.
- J - Ontario Municipal Partnership Fund (OMPF) increase in accordance to 2025 Allocation Notice
- K - Tax levy estimated using 2024 MPAC roll information. 2025 roll expected to become available beginning of December.
Scenarios of 1%, 1.5%, 2%, 3% increase to tax levy presented

Figure 4: Environmental Services Operational Budget

**2025 Budget - Council Review #2
Environmental Services**

	Actuals			Budget		Budget Change		
	2021 Actuals	2022 Actuals	2023 Actuals	2024 Final Budget	2025 Council Review #2	Variance (\$) 2024 Final vs 2025 Council Review #2 Increase / (Decrease)	%	Notes
Administration	984,381	1,033,171	1,007,023	1,094,128	1,148,106	53,978	4.9%	A
Sewage Treatment & Collection	915,977	997,689	1,263,311	1,066,934	1,125,252	58,318	5.5%	B/C
Water Treatment & Distribution	1,613,237	2,003,475	1,885,657	2,007,543	2,025,122	17,579	0.9%	B/C
Capital Financing	700,415	682,677	632,823	684,204	674,134	(10,070)	(1.5)%	
W/S Revenue Required for Ops	4,214,010	4,717,012	4,788,814	4,852,809	4,972,614	119,805	2.5%	
User Fees	(5,089,721)	(5,253,005)	(5,378,969)	(5,462,039)	(5,674,474)	(212,435)	3.9%	D
Transfer to Current Year Capital	875,711	535,993	590,155	609,230	600,000	(9,230)	(1.5)%	
Transfer to Reserve - Enviro				-	101,860	101,860		E

General Notes

Statutory benefits increased in accordance to 2025 guidelines.

Operating projects are included in applicable departmental budgets. (See Appendix A: Operating Project List for breakdown)

Variance from 2024 Final Budget to 2025 Council Review

A - New Water Sewer Maintenance Person approved in 2024 is now built into the budget. This position was only built in for 8/12 months in 2024, full year in 2025.

B - Increase of 2% or \$83K for Ontario Clean Water Agency (OCWA) services per contractual obligations

C - Increase of \$40K for chemicals fully offset by expected reduction of \$40K in electricity costs

Net decrease of \$7K to operating projects

D - 2% increase to user fees based on November YTD actuals, 3.9% increase over 2024 budget

E - 1.8% of budgeted user fees will be transferred to working capital reserve - enviro

LONG-TERM DEBT

The City currently has external debt related to capital infrastructure. The Province of Ontario limits municipal debt based on a maximum percentage of revenues that may be used to service the debt costs annually. Debt servicing costs include interest and principal payments and are currently limited to 25 per cent (25%) of the municipality's net own source revenues. As noted at the beginning of this report, per the MMAH's financial indicator review, the City's debt servicing costs have been within the moderate risk level since 2019.

The Province of Ontario calculates the Annual Repayment Limit (ARL) for municipalities, based on the municipalities' calculation of revenues and debt servicing costs. For the year 2024, the City's ARL statement indicates that it has a repayment limit of \$ 3,957,848. The Municipality's debt servicing costs are not projected to exceed the ARL in 2025. The 2025 ARL statement has not been provided to the Municipality at the time of preparing this report.

Please see **Appendix C: External Debt Summary** at the end of the report for the 2025 debt repayment schedule.

CAPITAL BUDGET

The municipality's capital budget represents the investment the City will make to purchase, create, repair and rehabilitate assets used to provide services to the community. In 2025, 16% of the total municipal budget is dedicated towards capital investments. The total investment is less than last year in anticipation of significant capital projects planned to be proposed in 2026. The main funding sources of these assets include government grants, private partners and donors, reserves, transfer from the tax levy and long-term debt.

The figure below provides a combined summary of all 2025 capital projects. As previously mentioned, Senior Management were mindful of our level of risk with our current debt servicing cost when prioritizing capital projects. As such, we are pleased to report that no new investments will be funded by debt for a second year. Please see **Appendix D: Reserve and Reserve Fund Projections** at the end of the report for information purposes.

Figure 5: 2025 Capital – Combined Summary

**2025 Proposed Capital
General & Environmental Services Combined Total**

Department	Budgeted Costs	Funding / Partners	Designated Reserve	Borrowing	Working Capital Reserve	Transfer from Operations
		(A)	(B)	(C)	(D)	(E)
Corporate Services	455,000	150,000	-	-	-	305,000
Fire & Emergency Management	79,600	-	33,600	-	-	46,000
Fleet	200,000	-	-	-	-	200,000
Property Maintenance	332,475	83,580	-	-	-	248,895
Public Works	1,705,000	1,276,375	55,000	-	-	373,625
Solid Waste	-	-	-	-	-	-
Recreation	435,261	287,897	-	-	-	147,364
Transit	613,000	588,000	25,000	-	-	-
Environmental	600,000	-	-	-	-	600,000
Grand Total	\$ 4,420,336	\$ 2,385,852	\$ 113,600	\$ -	\$ -	\$ 1,920,884

Carryovers	1,193,636
New Requests	3,226,700
Previously Approved	-
Grand Total	\$ 4,420,336

HIGHLIGHTS

A detailed list of capital projects along with descriptions is available in **Appendix B: Detailed Capital Project List** at the end of the report. The following section summarizes capital projects by cost centre with a breakdown of funding sources.

2025 CORPORATE SERVICES

Project	Total Cost	Funding	Reserves	City Cost
Organizational Review Consultant	\$ 25,000			\$ 25,000
Electric Vehicle Charger (carryover with increase of \$50K)	\$ 200,000	150,000 1		\$ 50,000
Official Plan & Zoning Consultant	\$ 75,000			\$ 75,000
Mount Pleasant Land Stabilization	\$ 85,000			\$ 85,000
Website and Customer Relationship Management (CRM) Update	\$ 70,000			\$ 70,000
Capital Projects Recommended	\$ 455,000	\$ 150,000	\$ -	\$ 305,000

1 - Electric Vehicle (EV) ChargeOn Funding Program (Provincial)

2025 FIRE & EMERGENCY MANAGEMENT

Project	Total Cost	Funding	Partners	Reserves	City Cost
SC 358 E3 Combi 9Ah Edraulic Rescue Tools (2)	\$ 46,000		1		\$ 46,000
6 Radios	\$ 15,000			15,000 a	\$ -
Mobile Turnout Gear Dryers (3)	\$ 18,600			18,600 a	\$ -
Capital Projects Recommended	\$ 79,600	\$ -	\$ -	\$ 33,600	\$ 46,000

1 - Will be exploring opportunity for partnership

a - Fire Equipment Reserve

2025 PUBLIC WORKS/ENVIRONMENTAL CAPITAL PROJECTS

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
Public Works:					
Street Lighting Upgrades	\$ 55,000			\$ 55,000 a	-
2025 Roads Program	\$ 500,000	\$ 500,000	1		-
Colette Street Storm and Road Upgrades	\$ 500,000	\$ 226,375	1/2		273,625
Engineering - Reconstruction of Intersections and Construction New Pedestrian Crossovers (downtown Haileybury)	\$ 50,000				50,000
Golf Course Road Bridge - East	\$ 500,000	\$ 500,000	3		-
Dawson Point / Peter's (Phase 1 - Engineering & Coordination)	\$ 50,000	\$ 25,000	4		25,000
Tree Canopy Project	\$ 50,000	\$ 25,000	5		25,000
Capital Projects Recommended	\$ 1,705,000	\$ 1,276,375	\$ -	\$ 55,000	\$ 373,625

1 - Federal Gas Tax

2 - Ontario Community Infrastructure Fund (OCIF) Funding

5 - Northern Ontario Resource Development Support (NORDS) Funding

3 - Housing-Enabling Core Service Stream Funding

4 - Green Municipal Fund - Growing Canada's Community Canopies Funding (up to 50%)

a - Community Development Reserve

2025 RECREATION CAPITAL PROJECTS

Project	Total Cost	Funding	Partners	Borrowing	Reserves	City Cost
TS Recreational Park Upgrades	\$ 325,661	\$ 205,997	1 \$ 50,000	2		\$ 69,664
Georgina Street Engineering (STATO)	\$ 20,000					\$ 20,000
Gym Equipment	\$ 26,000					\$ 26,000
Wacker Attachment	\$ 9,600					\$ 9,600
New Liskeard North / New Liskeard Centre	\$ 30,000	\$ 7,900	2			\$ 22,100
Backstop Replacements						
Dymond B Outfield Fence	\$ 24,000	\$ 24,000	3			\$ -
Capital Projects Recommended	\$ 435,261	\$ 237,897	\$ 50,000	\$ -	\$ -	\$ 147,364

1 - Northern Ontario Heritage Fund Corporation (NOHFC) & Private Donor

2 - Smart and Caring Fund

3 - Frog's Breath & Private Donation

2025 PROPERTY MAINTENANCE

Project	Total Cost	Funding / Partners	Borrowing	Reserves	City Cost
Dymond Hall Door Replacement (carryover)	\$ 13,000				\$ 13,000
Bandstand Roof Replacement (carryover)	\$ 10,000	\$ 10,000 1			\$ -
Energy Audits (PW, PFC, CH, DSMA, RP) (carryover)	\$ 31,975	\$ 25,580 2			\$ 6,395
Spoke Transfer Station Refurbishment	\$ 50,000				\$ 50,000
Furnace (Don Shepherdson Memorial Arena)	\$ 35,000				\$ 35,000
Bucke Park Chalet Roof	\$ 65,000				\$ 65,000
Fleet Electrification Study	\$ 60,000	\$ 48,000 3			\$ 12,000
Lions Den Fire Exit Stairs (Shelley Herbert-Shea Memorial Arena)	\$ 22,500				\$ 22,500
New Liskeard Fire Station Showers	\$ 45,000				\$ 45,000
Capital Projects Recommended	\$ 332,475	\$ 83,580	\$ -	\$ -	\$ 248,895

- 1 - Private Donor
2 - Federation of Canadian Municipalities Funding
3 - Net Zero Pathways Funding (80%)
4 - Potential Fire Protection Grant

Future Project:

Arena roof replacement projected for 2026

2025 FLEET

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
Wing and Plow for Loader	\$ 100,000				100,000
Loader (shared with Enviro)	\$ 100,000				100,000
Capital Projects Recommended	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000

2025 TRANSIT

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
Buses	\$ 563,000	\$ 538,000 1		25,000 a	-
Transit Study	\$ 50,000	\$ 50,000 2			-
Capital Projects Recommended	\$ 613,000	\$ 588,000	\$ -	\$ 25,000	\$ -

- 1 - Investing in Canada Infrastructure Program (ICIP) and Provincial Gas Tax
2 - Rural Transit Solutions Fund (RTSF)

a - Transit Reserve

2025 ENVIRONMENTAL CAPITAL PROJECTS

Project	Total Cost	Funding	Borrowing	Reserves	City Cost
ICI Water Meters (carryover)	\$ 20,000				\$ 20,000
Haileybury Reservoir Upgrades	\$ 40,000				\$ 40,000
Haileybury Water Treatment Plant Upgrades	\$ 160,000				\$ 160,000
Sewer Pump Replacements	\$ 50,000				\$ 50,000
New Liskeard Sanitary - Increase in Capacity - Engineering Report	\$ 30,000		1		\$ 30,000
Loader (shared with PW)	\$ 300,000				\$ 300,000
Capital Projects Recommended	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000

a - Working Capital Reserve - Enviro (carryover)

- 1 - Funding opportunity Canada Housing Infrastructure Fund (CHIF)
If successful, this would be the study required to identify the need for increased capacity at the New Liskeard Lagoon and address aeration issues.

Future Project:

McKelvie/Baker Housing Enabling Project dependant on Housing-Enabling Water Systems Funding.


TAX RATE SCENARIOS

The Municipal Property Assessment Corporation (MPAC) is responsible for accurately assessing and classifying all properties in Ontario in compliance with the Assessment Act and regulations set by the provincial government. According to the data available through MPAC, the assessment for the median residential property in Temiskaming Shores was valued at \$193,000 in 2025 and the average commercial occupied property was assessed at \$339,018.


In order to demonstrate the impact of a tax increase on the median residential property and the average commercial occupied property in Temiskaming Shores, a few analyses are provided below.

Figure 6: Tax Scenario Impact Analysis


What does a tax increase represent for residential taxpayers in 2025?

Median Single Family Detached Home Assessment (2025)						\$ 193,000	
Property Tax Levy Increase	0.0%	1.0%	1.5%	2.0%	3.0%		
Water/Wastewater Increase	2.0%	2.0%	2.0%	2.0%	2.0%		
Impact Analysis							
Property Tax	-	31	45	59	87		
Education	-	-	-	-	-		
Water/Wastewater Fees	21	21	21	21	21		
Solid Waste Fee	10	10	10	10	10		
Total Annual Impact to Median Household	\$ 31	\$ 62	\$ 76	\$ 90	\$ 118		
Total Monthly Impact to Median Household	\$ 3	\$ 5	\$ 6	\$ 7	\$ 10		

Breakdown of Property Taxes


Median Single Family Detached Home Assessment (2025)						\$ 193,000	
Property Tax Levy Increase	0.0%	1.0%	1.5%	2.0%	3.0%		
Water/Wastewater Increase	2.0%	2.0%	2.0%	2.0%	2.0%		
Impact Analysis							
	2024	2025 Proposed					
Property Tax	2,383	2,383	2,414	2,428	2,442	2,470	
Education	295	295	295	295	295	295	
Water/Wastewater Fees	1,031	1,051	1,051	1,051	1,051	1,051	
Solid Waste Fee	40	50	50	50	50	50	
Total Annual Property Taxes	\$3,749	\$ 3,780	\$ 3,811	\$ 3,825	\$ 3,839	\$ 3,867	
Monthly Property Taxes	\$ 312	\$ 315	\$ 318	\$ 319	\$ 320	\$ 322	
Additional Property Taxes to be Paid in 2025		\$ 31	\$ 62	\$ 76	\$ 90	\$ 118	

What does a tax increase represent for commercial taxpayers in 2025?

Average Commercial Occupied Assessment (CT Category) (2025)						\$ 339,018	
Property Tax Levy Increase	0.0%	1.0%	1.5%	2.0%	3.0%		
Water/Wastewater Increase	2.0%	2.0%	2.0%	2.0%	2.0%		
Impact Analysis							
Property Tax	-	33	33	81	130		
Education	-	-	-	-	-		
Water/Wastewater Fees	20	20	20	20	20		
Solid Waste Fee	10	10	10	10	10		
Total Annual Impact to Average Commercial	\$ 30	\$ 63	\$ 63	\$ 111	\$ 160		
Total Monthly Impact to Average Commercial	\$ 2	\$ 5	\$ 5	\$ 9	\$ 13		

*Note that CS had approved the gradual elimination of the sub-class reduction.

Breakdown of Property Taxes

Average Commercial Occupied Assessment (CT Category) (2024)						\$ 339,018	
Property Tax Levy Increase	0.0%	1.0%	1.5%	2.0%	3.0%		
Water/Wastewater Increase	2.0%	2.0%	2.0%	2.0%	2.0%		
Impact Analysis							
	2024	2025 Proposed					
Property Tax	8,336	8,336	8,368	8,393	8,417	8,466	
Education	3,322	3,322	3,322	3,322	3,322	3,322	
Water/Wastewater Fees	976	995	995	995	995	995	
Solid Waste Fee	40	50	50	50	50	50	
Total Annual Property Taxes	\$ 12,674	\$ 12,703	\$ 12,736	\$ 12,760	\$ 12,785	\$ 12,833	
Monthly Property Taxes	\$ 1,056	\$ 1,059	\$ 1,061	\$ 1,063	\$ 1,065	\$ 1,069	
Additional Property Taxes to be Paid in 2025		\$ 30	\$ 62	\$ 87	\$ 111	\$ 160	

*Note that CS had approved the gradual elimination of the sub-class reduction.

CONCLUSION

On November 29th, 2024 the Province of Ontario issued a press release announcing the proposal to provide financial relief to small and rural municipalities to help offset the increased cost of municipal police services provided by the Ontario Provincial Police (OPP). The City received the proposed billing changes for 2025 late that day. The impact to the City's 2025 billing has since been incorporated into this report.

The Government of Ontario establishes the province's assessment and taxation regulations and for 2025, property assessments continue to be based on January 1, 2016 values. The Minister of Finance has not made any announcements at this time regarding the next update to property assessment values. Projected growth for the City in 2025 has not been incorporated into this budget however past trends have been included in this report.

Various scenarios have been presented in the 2025 Draft Budget: 1.0%, 1.5%, 2.0% and 3.0% increases to the tax levy. A \$10 increase to the Solid Waste Fee has been incorporated in the budget. The capital budget presented does not assume any tax levy increase. Without any increase to the tax levy, there would be a shortfall to cover the proposed general operating and capital works as presented in the budget.

A 2% increase to water/sewer rates has been incorporated in the budget. This increase is sufficient to cover the proposed environmental operating and capital and would allow for a transfer of \$102K to the Working Capital Reserve – Enviro.

We are seeking recommendation from Council on the tax levy as well as approval of the budget in principle. The increase to the tax levy would have a direct impact on the capital projects presented in the budget, specifically the City's ability to undertake and fund the projects.

Appendix A: Operating Project List

City of Temiskaming Shores 2025 Operating Projects Budget Summary

Operating Projects	Estimated Cost
Building Maintenance	\$ 70,000
Building Condition Assessments	\$ 40,000
Dymond Complex Roof Repair	\$ 10,000
Overhead door Replacement	\$ 12,000
PFC Glass	\$ 8,000
Environmental - Sanitary	\$ 169,000
Aeration Maintenance	\$ 25,000
Master Electrician	\$ 4,000
New Liskeard Lagoon Berm Repair/Maintenance	\$ 25,000
Sewer Facility Maintenance	\$ 10,000
Sewer Related Equipment Maintenance	\$ 90,000
Spare HMI - Haileybury Sewer Treatment Plant	\$ 15,000
Environmental - Water	\$ 139,000
Master Electrician	\$ 4,000
Water Facility Maintenance	\$ 35,000
Water Feed Pump to CL-17 - New Liskeard Water Treatment Plant	\$ 10,000
Water Related Equipment Maintenance	\$ 90,000
Fire	\$ 9,500
20 Particulate Blocking Hoods	\$ 2,500
3 Multi Radio Chargers	\$ 3,000
6 Pagers	\$ 4,000
Fleet	\$ 20,000
Sand and Gravel Hopper / Conveyor for existing	\$ 10,000
Tires	\$ 10,000
Public Works	\$ 35,000
Community Signs	\$ 10,000
High Street Culvert	\$ 15,000
Road Safety Initiatives	\$ 10,000
Recreation	\$ 55,300
Curb Removal (Lakeshore/Lowry)	\$ 15,000
Haileybury Iceplant Electrical Engineering	\$ 6,000
Lions Court Wind Screen	\$ 9,300
Park Maintenance	\$ 10,000
Recreation Parks Equipment	\$ 10,000
Riverside Audio Upgrade	\$ 5,000
Recycling	\$ 18,000
Food Cycler Program	\$ 18,000
Solid Waste	\$ 20,000
Internal Roadway Maintenance / Culvert Installation	\$ 20,000
Grand Total	\$ 535,800

Department	Dept. Total Estimated Cost
Building Maintenance	\$ 70,000
Environmental - Sanitary	\$ 169,000
Environmental - Water	\$ 139,000
Fire	\$ 9,500
Fleet	\$ 20,000
Public Works	\$ 35,000
Recreation	\$ 55,300
Recycling	\$ 18,000
Solid Waste	\$ 20,000
Grand Total	\$ 535,800

Appendix B: Detailed Capital Project List

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
Fire Services	SC 358 E3 Combi 9Ah Edraulic Rescue Tools (2)	\$ 46,000	During annual testing, it was identified that Hydraulic Rescue Tools are being phased out and servicing may become an issue. This tool will begin the transition from Hydraulic Rescue Tools to Edraulic Tools (for Station 1 Haileybury). For Station 3 Dymond, the tool will replace an outdated Holmatro Hydraulic Rescue Tool set.
	Portable R7 Digital Two-Way Mototurbo Radios (6)	\$ 15,000	This is a continuation of portable radio replacement program started in 2023. The department's portable radios are currently 10 years old, Motorola provides service support for 7 years only.
	Mobile Turnout Gear Dryers (3)	\$ 18,600	National Fire Protection Association (NFPA) 1851 requires firefighter protective clothing to be subjected to advance cleaning after every exposure to fire or smoke resulting from emergency responses or training. Soiled or contaminated gear is a hazard to firefighters, as soils and contaminants can be flammable, toxic, or carcinogenic. Additionally, soiled, or contaminated gear can have reduced protective performance. The proposed units will be used for drying firefighter protective clothing and are NFPA and ESA approved.
Corporate Services	Organizational Review Consultant	\$ 25,000	Consultant services to provide a full organizational review including job evaluations, update job descriptions, benchmarking.
	Official Plan & Zoning Consultant	\$ 75,000	Consultant services for review and update of the official plan and zoning by-law.
	Mount Pleasant Land Stabilization	\$ 85,000	A land subsidence was identified in the gully/ ravine to the south of the Mount Pleasant Cemetery in Haileybury. The erosion is nearing a tree line, originally established to increase stability. Should the tree line be impacted, there are concerns for the cemetery plots in close proximity to this area. Staff are recommending this stabilization project to prevent further erosion to protect the cemetery lands.
	Electric Vehicle Charger	\$ 150,000	To be installed downtown New Liskeard.

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
Public Works	Street Lighting Upgrades	\$ 55,000	<p>Phase 1 of this project was approved in 2021 but deferred due to timing and high cost of fixtures. Street lighting is deteriorating fast, especially on the "Highway" route through New Liskeard and Haileybury downtowns and are starting to present safety concerns. Old steel poles cannot handle the sand salt mixture that is thrown at them. We have approximately 22-25 foot poles in downtown Haileybury that would be changed over time, and LED upgrades would be for both Haileybury and New Liskeard downtowns and walking paths. Not only will the replacement of these lights minimize safety concerns but they will also provide savings in terms of energy costs.</p> <p>Not all 25 foot poles will be changed during this budget year as the proposed budget would not be sufficient. Staff will work with successful contractor to supply as many as possible within the proposed budget. 5 - 25' Poles in Haileybury will be replaced in 2025.</p>
	Roads Program	\$ 500,000	This project consists of road rehabilitation work which was identified and prioritized according to the asset management plan, pavement condition index, road use and function, approximations of average annual daily traffic, maintenance class type and operational review and records. Also, below ground infrastructure was another factor in the consideration for road repairs.
	Colette Street Storm and Road Upgrades	\$ 500,000	Upgrade ditch and culvert system along this road with underground storm infrastructure. Upgrade road structure (Base and Asphalt) and entrances. Finish with landscaping.
	Engineering - Reconstruction of Intersections and Construction New Pedestrian Crossovers (downtown Haileybury)	\$ 50,000	Engineering and final design assignment for the reconstruction of intersections and new construction of pedestrian crossings as well as continue raised path along Georgina. This is in line with the Recreation Master Plan, Transportation Study and Vision Zero Policy.
	Golf Course Road Bridge - East	\$ 500,000	Phase 1. Consume remaining NORDS Funding – finish engineering, tender and award construction. Successful contractor to begin with traffic control, removals and ordering materials.

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
			Approval of Phase 1 does mean a pre-commitment to completing Phase 2 in 2026 with a completion of September 30th, 2026, as per NORDS agreement. The estimated cost for Phase 2 is \$1,300,000.
	Dawson Point / Peter's (Phase 1 - Engineering & Coordination)	\$ 50,000	This consists of Phase 1 of 2 phase project - Soft Costs - Engineering and Coordination. The street ranks in the lowest section of the Pavement Condition Index (PCI). This road has seen an increase to the annual average daily traffic (AADT) and is considered a main collector to the City center. Asphalt surface edges have completely deteriorated and crossing culverts must be reviewed. The project would also incorporate additional street lighting. Completing this work is expected to generate savings in terms of road maintenance. There is a funding application submitted for this potential project.
	Tree Canopy Project (Phase 1 of 2)	\$ 50,000	This project would see the addition of trees in downtown New Liskeard and the Algonquin Beach Park. Upgrades to infrastructure will be required to support tree placement and a canopy will be added to the park. Funding application has been submitted for this potential project.
Recreation	Temiskaming Shores Recreational Park Upgrades	\$ 325,661	Upgrades to Farr Park and Shaver Park. Farr Park is planned to receive an expansion to the basketball court to make it full size, a resurfaced tennis court, path lighting, improvements to the ball diamond infield and backstop and the purchase of a ball diamond groomer. This renovation to Farr Park will setup the park for the installation of an accessible playground in a future year. At Shaver Park, in conjunction with a private donor, we will pave the surface of the outdoor rink, replace the end fencing of the outdoor rink and paint a bicycle obstacle course on the new surface.
	Georgina Street Engineering (STATO)	\$ 20,000	This project will see an engineer complete the design of a STATO trail extension between Albert St and Farr Park along Georgina Ave. This section of Georgina St is the last missing link of the STATO trail in Haileybury and, if built, would see the STATO trail link North Cobalt, uninterrupted, all the way to the Pool Fitness Centre.

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
	Gym Equipment	\$ 26,000	Regular replacement of our gym equipment. We're proposing to purchase 1 treadmill and 2 recumbent bikes.
	Wacker Attachment	\$ 9,600	To best utilize the small wheel loader, we plan to purchase a 72" power broom to assist with snow clearing, trail cleaning and outdoor rink maintenance.
	New Liskeard North (NLN) / New Liskeard Centre (NLC) Backstop Replacements	\$ 30,000	NLN and NLC are the City's two most frequently used ball fields. The backstops on each field are at the end of their useful life and require replacement. The current backstops pose a safety hazard to players and can be reconfigured to increase player safety further. By completing these two replacements at the same time we expect to receive better pricing than doing them individually.
	Dymond B Outfield Fence	\$ 24,000	This project will see the installation of a permanent outfield fence at the Dymond B field where a temporary fence is currently used. This project has already received funding from the Frog's Breath Foundation and is 100% funded by outside organizations.
Property Maintenance	Energy Audits (PW, PFC, CH, DSMA, RP) (carryover)	\$ 31,975	This is a carryover project from 2024. The City has targeted a grant through the Federation of Canadian Municipalities to have a Net Zero pathway created for 14 buildings. The net-zero pathway will provide the city with a costed plan to reduce greenhouse gas emissions at 14 of our highest emitting buildings over the next 15 years with energy efficiency upgrades. These upgrades would provide operational cost savings which would accrue every year and help ensure the municipality can meet emission reduction targets. The project is scheduled to be finished in February 2025.
	Dymond Hall Door Replacement	\$ 13,000	The accessible front entrance to the Dymond Hall is not operating properly and the frame is deteriorating such that repair is not possible.

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
	Bandstand Roof Replacement	\$ 10,000	Bandstand roof shingles are showing advanced deterioration and need to be replaced along with other minor repairs.
	Spoke Transfer Station Refurbishment	\$ 50,000	This project will see some minor modifications to the Spoke Transfer Station to allow for the Parks and Facilities division of the Recreation department to use it as a home base of operations. Modifications will include building a staff lunch/locker-room, updating the washroom and adding an office for the Superintendent of Parks and Facilities.
	Furnace (Don Shepherdson Memorial Arena)	\$ 35,000	The forced-air furnace at the Don Shepherdson Memorial Arena which supplies heating to the front of the building is at the end of its useful life. It needs to be replaced to ensure it does not fail during an inopportune time and replacement will allow for increased energy efficiency. Findings from the decarbonization pathways report will help to guide the specific type of equipment installed.
	Bucke Park Chalet Roof	\$ 65,000	The roof on the Bucke Park Chalet building is nearing the end of its useful life and is becoming difficult to continue to repair. There are numerous patches on the roof however we struggle to keep the roof watertight. This project proposes to refurbish the existing metal roof with a special metal roof sealant and paint which should extend the life of the roof by an additional 15 years.
	Fleet Electrification Study	\$ 60,000	To be eligible for further grants to assist with transitioning our fleet to EVs we are required to complete a comprehensive feasibility report. As fleet electrification is a component of the City's Greenhouse Gas (GHG) reduction plan it would be beneficial to complete this study and be eligible for capital grants to begin implementing the transition.
	Lions Den Fire Exit Stairs at the Shelley Herbert-Shea Memorial Arena (SHSMA)	\$ 22,500	The fire exit stairs at the SHSMA were showing considerable deterioration so the City hired an engineer to produce a report on their structural integrity. The report noted that the stairs are not up to code, show signs of considerable deterioration and should be replaced. A design has been completed.

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
	New Liskeard Fire Station Showers	\$ 45,000	The New Liskeard Fire Station does not have a shower facility for firefighters to adequately decontaminate themselves after a fire. The project will see existing space within the fire hall reconfigured to allow for adequate shower facilities.
Fleet	Wing and Plow for Loader	\$ 100,000	In the winter months, the City currently rents three graders at a cost of approximately \$43K each per season. These attachments along with the appropriate loader would reduce the number of rental graders required and can be operated by our staff.
	Loader (shared with Enviro)	\$ 100,000	In the Fleet Management Plan, a backhoe was planned to be replaced in 2025 and a loader in 2026. Staff have identified benefits with bumping up the replacement of the loader with one that could serve the City multiple purposes. The proposed loader would be in used condition and would be capable of lifting the attachments proposed above. This piece of equipment could then be used in the winter months instead of a rental grader. Cost of this equipment will be shared with the environmental department as they frequently use this equipment while working on water breaks.
Transit	Transit Buses (2)	\$ 563,000	Purchase of two new accessible buses including accessories.
	Transit Study	\$ 50,000	Fully funded project consisting of hiring a consulting firm to complete a transit solutions study. The study would explore ways to increase revenues and would assist the Transit Committee in making an informed decision on operations model.
Environmental	Industrial, Commercial, Institutional (ICI) / Multi-Residential Water Meter Program – (carryover)	\$ 20,000	There has been a substantial delay in the delivery of water meters resulting in the need of this carryover project.
	Haileybury Reservoir Upgrades	\$ 40,000	Upgrades to the Haileybury Reservoir would include replacement of ammonium pumps, turbidity analyzer and air relief valve. The components / equipment are aged and require replacement prior to failure to ensure compliance is met.
	Haileybury Water Treatment Plant Upgrades	\$ 160,000	Upgrades to the Haileybury Water Treatment Plant would include replacement of solenoid valves for actuators of main filter valves, alum chemical feed pumps, pace to flow chlorine analyser, clear well and floc tank hatch's, filter turbidity analysers. The

Cost Centre	Project / Purchase	Budgeted Cost	Project Description
			components / equipment are aged and require replacement prior to failure to ensure compliance is met.
	Sewer Pump Replacements	\$ 50,000	This project would see the replacement of sewer pumps at the Station and Brewster pumping stations. These pumps are aged and showing signs of fatigue leading to improper operations.
	New Liskeard Sanitary - Increase in Capacity - Engineering Report	\$ 30,000	The New Liskeard sanitary lagoon is nearing capacity based on the average/peak flows allowed within the current Environmental Compliance Approval. Planning is required to ensure the City is prepared to meet the current and future growth demand. In addition, the Federal Government announced that there will be a release of funding opportunity in the Fall of 2024 for infrastructure improvements to support housing growth. Increasing the capacity at the New Liskeard Lagoon will meet the criteria and this report will strongly support the application.
	Loader (shared with PW)	\$ 300,000	See description above in Fleet.
	Grand Total	\$ 4,300,336	

Appendix C: External Debt Summary

2025 Annual Repayment Principle and Interest

Lender	Principal	Interest	Total	Description	Maturity Date
OILC	\$ 38,565.31	\$ 469.21	\$ 39,034.52	Transit	03-Apr-25
CMHC	\$ 27,797.78	\$ 950.68	\$ 28,748.46	Albert Street	01-Sep-25
CHMC	\$ 84,353.50	\$ 3,028.29	\$ 87,381.79	Hessle / Lakeshore	01-Dec-25
OILC	\$ 105,500.04	\$ 3,999.60	\$ 109,499.64	Fleet (City 61%, Enviro 39%)	20-Dec-26
OILC	\$ 54,180.60	\$ 4,195.07	\$ 58,375.67	Fleet	02-Oct-27
OILC	\$ 41,939.68	\$ 3,268.46	\$ 45,208.14	NC Water Stabilization	01-Nov-27
OILC	\$ 119,268.48	\$ 14,458.62	\$ 133,727.10	Dump Truck & Fire Rescue	15-Nov-27
OILC	\$ 54,900.00	\$ 5,422.98	\$ 60,322.98	NL WTP Iron Removal	16-Apr-28
OILC	\$ 58,327.02	\$ 6,631.04	\$ 64,958.06	Fleet	01-Aug-28
OILC	\$ 37,989.88	\$ 6,524.83	\$ 44,514.71	Backhoe - Executed Dec 2023	01-Dec-28
OILC	\$ 89,161.48	\$ 15,224.59	\$ 104,386.07	Roads Program 2021 - Executed Dec 2023	01-Dec-28
OILC	\$ 42,200.00	\$ 4,871.75	\$ 47,071.75	Fleet (Fire)	15-Feb-29
OILC	\$ 66,043.04	\$ 11,876.86	\$ 77,919.90	Snow Blower Attachments	02-Apr-29
OILC	\$ 49,252.12	\$ 4,674.77	\$ 53,926.89	Fleet	16-Sep-29
OILC	\$ 371,202.68	\$ 45,464.69	\$ 416,667.37	2020 Roads Program	03-May-31
OILC	\$ 22,990.04	\$ 3,289.36	\$ 26,279.40	Loader	01-Nov-31
OILC	\$ 52,263.16	\$ 20,744.43	\$ 73,007.59	ICI Water Meters	02-Apr-34
OILC	\$ 38,250.24	\$ 14,356.56	\$ 52,606.80	Grant Drive Extension	01-Nov-34
OILC	\$ 218,207.40	\$ 94,484.30	\$ 312,691.70	TS Infrastructure - Gray Rd/Robert St/Elm St	01-Nov-37
OILC	\$ 61,367.12	\$ 38,832.16	\$ 100,199.28	Landfill Site	02-Apr-39
OILC	\$ 36,267.28	\$ 22,328.65	\$ 58,595.93	Haileybury Fire Station	01-Nov-39
OILC	\$ 69,581.80	\$ 42,839.38	\$ 112,421.18	Albert Street - Enviro Share	01-Nov-39
OILC	\$ 84,750.00	\$ 26,747.46	\$ 111,497.46	Library	15-Dec-40
	\$ 1,824,358.65	\$ 394,683.74	\$ 2,219,042.39		

Annual Debt Repayment Limit for 2024 as per the Ministry of Municipal Affairs and Housing is \$3,957,848

Appendix D: Reserve and Reserve Fund Projections

	ACTUALS PER AUDITED FINANCIAL STATEMENTS			ESTIMATES	
Reserve	Ending Balance 31-Dec-21	Ending Balance 31-Dec-22	Ending Balance 31-Dec-23	Ending Balance 31-Dec-24	Ending Balance 31-Dec-25
Working Capital - General	\$ 9,462,497	6,897,422	6,089,094	4,228,648	4,418,811
Working Capital - Environmental	1,782,187	2,060,156	309,855	252,565	374,425
Working Capital - Business Improvement Area	52,594	63,568	53,978	53,978	53,978
Election Expense Reserve	25,643	-	7,500	15,000	22,500
Fire Equipment Reserve	71,970	25,914	3	29,726	-
Solid Waste Diversion Fee Reserve	89,955	89,955	89,955	77,455	51,455
Cemetery Reserve	-	-	-	-	-
Doctor Recruitment Reserve	14,764	20,598	64,647	64,647	64,647
Medical Centre Reserve	14,637	4,628	29,471	29,471	4,471
Bucke Park Reserve	34,732	52,170	-	-	-
Accessibility Reserve	52,753	30,000	8,021	8,021	8,021
Fleet Replacement Reserve	298,097	336,345	164,279	164,279	164,279
Transit Reserve	53,175	141,534	70,474	27,597	27,597
Library Reserve	-	-	-	-	-
PDAC Reserve	160,823	119,392	116,630	116,630	116,630
Economic Development Reserve	134,234	134,234	725,559	236,347	236,347
Community Development Reserve	155,478	141,215	153,707	153,707	98,707
Solid Waste Landfill Reserve Fund	2,293,625	248,319	135,991	28,491	158,491
Total Reserve Balance	\$ 14,697,164	\$ 10,365,449	\$ 8,019,164	\$ 5,486,562 *	\$ 5,800,359 *

**Projected balance prior to entries relating to 2024 & 2025 in-year reallocations and year end surplus/deficits*



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, November 19, 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 Dan Dawson (virtual), Melanie Ducharme, Nadia Pelletier-Lavigne, Mark Wilson, and Danny Whalen

Present: Sandra Lee, City Manager
Logan Belanger, Municipal Clerk
Shelly Zubych, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Steve Burnett, Manager of Environmental Services
Mitch McCrank, Manager of Transportation Services

Regrets: Councillor Ian Graydon

Media: 1

Delegates: Faye Johnson, Jeff Barton, Mark Stevens, and Craig Yeates -
Temagami Forest Management Corporation
Bill Ramsay, President of the Temiskaming & Northern Ontario
Sno Travellers

Members of
the Public: 3

4. Review of Revisions or Deletions to Agenda

The Clerk received two items beyond the deadline for agenda submissions, that were deemed to be time sensitive for Council consideration:

Resolution No. 2024-400

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Whereas Section 36.6 (b) of Procedural By-law No. 2023-022, states should an item deemed to be time sensitive need to be added to the Agenda without advance public notice such as during the “Review of Revisions or Deletions to the Agenda”, Council shall vote to allow such item(s) to be added to the Agenda, and shall require a majority vote of the members present and voting.

Now therefore Council for the City of Temiskaming Shores in accordance with Section 36.6 (b) hereby allows the addition of:

- Section 9 – Presentations – Item b) Bill Ramsay, President of the Temiskaming & Northern Ontario Sno Travellers

Re: Memorandum of Understanding (MOU) Prescribed Snowmobile Trail Land Use Permission; and

- Section 14 – New Business, Item d) Mathew Bahm, Director of Recreation – Verbal Update from Miller Paving Limited regarding the Pete’s Dam Repair Project

to be added to the Agenda.

Carried

5. Approval of Agenda

Resolution No. 2024-401

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

None

8. Review and Adoption of Council Minutes

Resolution No. 2024-402

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– October 15, 2024;
- b) Committee of the Whole Meeting – November 5, 2024; and
- c) Special Council Meeting – October 29, 2024.

Carried

9. Presentations / Delegations

- a) Temagami Forest Management Corporation - Faye Johnson, Board Chair; Jeff Barton, Board Member; and Mark Stevens, General Manager

Re: Temagami Forest Management Corporation Background and Representation

Jeff Barton, Board member on the Temagami Forest Management Corporation (TFMC), utilizing PowerPoint, began the presentation with introductions of those in attendance at the meeting. Faye Johnston, TFMC Board Chair continued by providing a brief history of the forest tenure in Ontario, and the creation of local forest management corporations. Mark Stevens, TFMC General Manager completed the presentation by outlining management practices, such as planning of harvest and renewal operations and interactions with stakeholders, along with and economic development initiatives and opportunities, such as scholarships & workforce development, events & sponsorships, partnerships, and a board initiatives program, which are currently in development.

Mayor Laferriere thanked each representative from the Temagami Forest Management Corporation for their presentation.

- b) Bill Ramsay, President of the Temiskaming & Northern Ontario Sno Travellers

Re: Memorandum of Understanding (MOU) Prescribed Snowmobile Trail Land Use Permission

Bill Ramsay, President of the Temiskaming & Northern Ontario Sno Travellers presented a Memorandum of Understanding (MOU) for land use permissions for prescribed snowmobile trails in the City. The document outlined the term of the agreement, \$15 million of liability insurance, provisions for signage, etc., related to use of the land. Mr. Ramsay requested Council consider entering into the updated MOU prior to December 1, 2024, as the previous agreements were with the former municipalities (pre-amalgamation), and is required prior to the City's trails being displayed on the trail network map, with the Ontario Federation of Snowmobile Clubs.

Mayor Laferriere thanked Bill Ramsay for the presentation.

Resolution No. 2024-403

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council of the City of Temiskaming Shores delegates authority to the Mayor and Clerk to execute the Memorandum of Understanding (MOU) between the City of Temiskaming Shores and the Temiskaming & Northern Ontario Sno Travellers, authorizing land use for prescribed snowmobile trails for a 10 year term, effective November 1, 2024 to April 30, 2035; and

Further that Council directs Staff to prepare the necessary by-law to confirm the MOU at the December 17, 2024 Regular Council meeting.

Carried

10. Correspondence/ Communications

- a) The Federation of Northern Ontario Municipalities (FONOM)

Re: Resolution of Support - Ontario's Forest Industry in the 2025 Ontario Budget, 2024-10-16

Reference: Received for information

- b) Derek Mundle, Chair - District of Timiskaming Social Services Administration Board

Re: District of Timiskaming Social Services Administration Board 2024 Refund

Reference: Received for information

- c) The Town of the Blue Mountains

Re: Resolution of Support - Establishment of an Ontario Rural Road Safety Program, 2024-10-21

Reference: Received for information

Note: Councillor Pelletier-Lavigne requested this item be returned for Council consideration

- d) Earlton-Timiskaming Regional Airport Authority

Re: Financials – September 2024

Reference: Received for Information

- e) The Honourable Stephen Lecce, Minister – Ministry of Energy and Electrification

Re: Ontario's Affordable Energy Future: The Pressing Case for More Power, 2024-10-23

Reference: Received for information

- f) Tom Mrakas, Mayor - Town of Aurora

Re: Resolution of Support – Fair Share – Sustainable and Predictable Funding for Municipal Infrastructure, 2024-10-29

Reference: Received for Information

- g) Timiskaming Health Unit

Re: Municipal Appointees for New Board of Health, 2024-11-07

Reference: Motion presented under Section 14 - New Business

- h) Danielle Manton, City Clerk - City of Cambridge

Re: Resolution of Support – Homelessness, Mental Health, Safety and Addiction Crisis, 2024-11-08

Reference: Received for Information

- i) Derek Mundle, Reeve – Township of Ewanturel

Re: Replacement of Highway Signs – Provincial and Secondary Highways – Northeastern Ontario, 2024-11-12

Reference: Received for Information

- j) Township of Horton

Re: Resolution of Support - Sustainable funding for Ontario Provincial Police, 2024-11-13

Reference: Received for Information

Resolution No. 2024-404

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2024-405

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

- a) Minutes from the District of Timiskaming Social Services Administration Board meetings held on July 17, 2024; September 18, 2024; and October 16, 2024;
- b) Minutes from the Earleton-Timiskaming Regional Airport Authority (ETRAA) meeting held on September 19, 2024; and
- c) Minutes from the Temiskaming Shores Public Library Board meeting held on September 25, 2024.

Carried

12. Reports by Members of Council

- a) Councillor Whalen – Verbal Update

Councillor Whalen provided an update that the City is working with the Rockin' On Canada Day Committee to schedule a meeting to discuss an agreement between the parties, and to provide notice that Ms. Ida Hilson, long-time resident and Transit advocate has moved out of the City to be closer to family.

13. Notice of Motions

None

14. New Business

a) Resolution of Support - Town of Bradford West Gwillimbury - Ontario Deposit Return Program (Correspondence item from the October 15, 2024 Regular Council Meeting)

Resolution No. 2024-406

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Whereas Council of the Town of Bradford West Gwillimbury discussed Ontario's Deposit Return program; and

Whereas the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions; and

Whereas the Ministry of the Environment, Conservation and Parks highlighted in their June 2023 letter that they are considering the adoption of a deposit-and-return system for nonalcoholic beverages, which presents a unique opportunity to further promote recycling, reduce litter, and encourage sustainable practices among consumers.

Be it resolved that Council of the City of Temiskaming Shores hereby supports the Town of Bradford West Gwillimbury's endorsement for the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers, to enhance environmental stewardship and to foster a culture of sustainability; and

Further that a copy of this resolution be circulated to the Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks; the Honourable Peter Bethlenfalvy, Minister of Finance; MPP Sandy Shaw, Opposition Environment, Conservation and Parks Critic; John Vanthof, MPP Timiskaming- Cochrane, and the Town of Bradford West Gwillimbury.

Carried

b) Resolution of Support - Township of Springwater - AMO and OMA Joint Health Resolution Campaign (Correspondence item from the October 15, 2024 Regular Council Meeting)

Resolution No. 2024-407

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Whereas Council of the Township of Springwater adopted a resolution regarding the AMO and OMA Joint Health Resolution Campaign, at their regular meeting on October 2, 2024; and

Whereas the state of health care in Ontario is in crisis, with 2.5 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

Whereas it has become increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

Whereas Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine; and

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77% in 2008 to 65% in 2022; and

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada; and

Whereas a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the Province; and

Whereas these cracks in Ontario's health care system are impacting economic development, health, and well-being at the local level; and

Whereas in response, the Ontario Medical Association (OMA) and the Association of Municipalities of Ontario (AMO) are working collaboratively to advocate for a better healthcare system for Ontario residents and communities.

Be it resolved that Council of the City of Temiskaming Shores hereby supports the Township of Springwater's call on the Province of Ontario to fund health care appropriately and ensure every Ontarian has access to physician care; and

Further that a copy of this resolution be circulated to the Honourable Doug Ford, Premier of Ontario; the Honourable Doug Downey, Attorney General of Ontario; the Honourable Sylvia Jones, Minister of Health; John Vanthof, MPP Timiskaming-Cochrane; the Ontario Medical Association (OMA), the Association of Municipalities of Ontario (AMO); and the Township of Springwater.

Carried

c) Amendment to By-law No. 2022-167 - Council Committees and Council Representatives to Boards & Committees for the November 15, 2022 to November 14, 2026 Term of Council

Resolution No. 2024-408

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council directs staff to prepare the necessary by-law to amend By-law No. 2022-167, for the appointment Council Representatives to Boards & Committees for the November 15, 2022 to November 14, 2026 Term of Council, to update the Timiskaming Health Unit Board of Health to the Board of Health for Northeastern Health Unit (effective January 1, 2025), and to remove the appointment of former Councillor Jesse Foley with the appointment of Councillor Dan Dawson on the Age Friendly Committee, the Climate Change Committee, and the District of Timiskaming Social Services Administration Board, effective immediately:

Boards/Committees	Council Member(s) Appointed
Board of Health for Northeastern Health Unit / Conseil de santé de la circonscription sanitaire du Nord-Est	Jeff Laferriere Mark Wilson
Age Friendly Committee	Ian Graydon Dan Dawson
Climate Change Committee	Nadia Pelletier-Lavigne Dan Dawson Ian Graydon
District of Timiskaming Social Services Administration Board	Jeff Laferriere Dan Dawson

Carried

d) Pete's Dam Repair Project – Verbal Update from the Director of Recreation, Mathew Bahm

Resolution No. 2024-409

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores hereby accepts the Pete's Dam Repair Project verbal update for information purposes.

Carried

15. By-Laws**Resolution No. 2024-410**

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that:

- | | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| By-law No. 2024-130 | Being a by-law to appoint Sandra Lee as City Manager for the City of Temiskaming Shores |
| By-law No. 2024-131 | Being a by-law to appoint a Deputy Chief Building Official – Francis Rivard |
| By-law No. 2024-132 | Being a by-law to amend By-Law 2019-103 to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations |
| By-law No. 2024-133 | Being a by-law to enter into an agreement with Phippen Waste Management for the lease of the property located at 547 Barr Drive (Spoke Transfer Station) |
| By-law No. 2024-134 | Being a by-law to amend By-law No. 2006-022, as amended being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, RSO, 1990 – Remuneration Increase |
| By-law No. 2024-135 | Being a by-law to enter into an agreement with the Minister of Solicitor General on behalf of the Ontario Provincial Police for the provision of Primary Public Safety Answering Point Services for the City of Temiskaming Shores |
| By-law No. 2024-136 | Being a by-law to authorize the execution of a Site Plan Control Agreement with 2844371 Ontario Inc. - Abdul Khaliq |
| By-law No. 2024-137 | Being a by-law to amend By-law No. 2022-167 to appoint a Deputy Mayor, Council Committees and Council Representatives to Boards & Committees for the November 15, 2022 to November 14, 2026 Term of Council (Board of Health, Age Friendly, Climate Change and DTSSAB) |

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 Meeting – December 3, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – December 17, 2024 starting at 6:00 p.m.

17. Question and Answer Period

None

18. Closed Session

None

19. Confirming By-law

Resolution No. 2024-411

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that By-law No. 2024-138 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for the Special Meeting held on October 29, 2024; for the Committee of the Whole Meeting on November 5, 2024; and for the Regular meeting on November 19, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

Carried

20. Adjournment

Resolution No. 2024-412

Moved by: Councillor Dawson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council hereby adjourns its meeting at 6:56 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, December 3, 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 Dan Dawson, Melanie Ducharme, Ian Graydon, Nadia Pelletier-Lavigne, Mark Wilson, and Danny Whalen

Present: Sandra Lee, City Manager
Logan Belanger, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Mathew Bahm, Director of Recreation
James Franks, Economic Development Officer
Jeremie Latour, Engineering Technologist
Steve Langford, Fire Chief
Steve Burnett, Manager of Environmental Services
Mitch McCrank, Manager of Transportation Services
Stephanie Leveille, Treasurer

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

4. Review of Revisions or Deletions to the Agenda

N/A

5. Approval of the Agenda

Resolution No. 2024-413

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

None

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

a) Presentation – Draft No. 1 - 2025 Municipal Operating and Capital Budget

Stephanie Leveille, Treasurer presented the 2025 Capital and Operating Budgets. The Treasurer advised that work began in early fall, with the main objective of remaining fiscally responsible, while maintaining service levels and ensuring critical infrastructure needs were addressed, while minimizing the impact to taxpayers. Estimates are based on information available at the time the budget is compiled.

The operating and capital projects within the draft budget were reviewed closely and prioritized based on alignment with the Asset Management Plan, Recreation Master Plan, Active Transportation Plan and other internal capital replacement plans; in addition to immediate needs, end of life, funding opportunities and savings due to partnerships or combination of projects. The Management Team was asked to maintain capital spending to pre-pandemic levels, with the goal of not incurring

any new debt for 2025 capital investments. As such, the budget team set the following goals:

- No new debt for 2025 capital projects.
- Build reserves for future capital projects.
- Plan for potential recommendations from strategic plan and organizational review.
- Present tax impact scenarios based on an increase to the tax levy between 1.0% - 3.0%.

The presentation included charts and tables on historical trends; the 2025 general operations and environmental services summaries; the 2025 annual repayment of long-term debt; reserve balances; and the capital summaries for Corporate Services, Fire and Emergency Services, Public Works, Recreation, Property Maintenance, Fleet, Transit, and Environmental Services departments, along with a review of the funding sources and financing options. The Treasurer also reviewed several 2026 projects identified through the budget process.

Tax scenarios were prepared, and the median residential property and the average commercial property in 2024 were utilized for illustration purposes.

The proposed 2025 budget (total) is just under \$24M; representing a 2.4% increase to general operations, a 2.5% increase to environmental operations and a 37% decrease in combined capital.

The Treasurer noted that the provincial government establishes the province's assessment and taxation regulations, and the property assessments in 2025 continue to be based on 2016 values. Projected growth for the City in 2025 has not been incorporated into this budget.

Three increases to the tax levy were presented; however, it was the recommendation of staff to increase the tax levy by 1.5%, incorporate a 2% increase to both the water and sewer rates, and increase the solid waste fee by \$10. The proposed increase to the tax levy aligns with the increase to general operations, excluding the budgeted reserve allocation, and allows for a greater contribution towards a healthier reserve and/or increasing the contingency for implementation of any proposed initiatives or changes, related to the City's ongoing planning.

At the conclusion of the presentation, the Treasurer thanked the management team for their time and collaboration, and for Council's review and consideration of the 2025 Budget.

Council reviewed and adopted a number of resolutions providing direction to staff to finalize the 2025 operating and capital budget, for adoption in principle at the December 17, 2024 Regular Council meeting.

Resolution No. 2024-414

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation of the 2025 Operating and Capital Budget, Draft No. 1.

Carried

Resolution No. 2024-415

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a 1.5 percent (1.5%) increase to the tax levy within the 2025 budget.

Carried

Resolution No. 2024-416

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a two percent (2%) increase to both the water and sewer rates within the 2025 budget.

Carried

Resolution No. 2024-417

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate an additional Summer Student position at an estimated annual cost of \$12,300, within the 2025 budget.

Carried

Resolution No. 2024-418

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate an extension to the Communications Coordinator position for an additional four (4) months at an estimated cost of \$20,000, within the 2025 budget.

Carried

Resolution No. 2024-419

Moved by: Councillor Dawson
Seconded by: Councillor Ducharme

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate an increase of \$10.00 to the Solid Waste Fee within the 2025 budget.

Carried

Resolution No. 2024-420

Moved by: Councillor Graydon
Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores directs staff to finalize 2025 operating and capital budget, for adoption in principle at the December 17, 2024 Regular Council meeting.

Carried

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 027-2024-PW – 2024 OSIM Bridge and Culvert Inspection Program

Resolution No. 2024-421

Moved by: Councillor Wilson
Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2024-PW, regarding the 2024 Bridges and Culverts Infrastructure report based on the Ontario Structure Inspection Manual (OSIM) and Capital Plan, prepared by EXP Services for information purposes.

Carried

2. Memo No. 028-2024-PW – Dymond Industrial Phase 1 Project – Project Update and Change Order

Resolution No. 2024-422

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2024-PW; and

That Council approves a Contract Change Order of \$29,998.25 to the agreement with Miller Paving Limited for the Dymond Industrial Phase 1 Project, as authorized by By-law No. 2024-065, resulting in a revised contract value of \$730,728.25 plus applicable taxes.

Carried

3. Memo No. 029-2024-PW – Transportation Services Operations Update

Resolution No. 2024-423

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2024-PW, regarding the Transportation Services Update for information purposes.

Carried

4. Memo No. 030-2024-PW – Environmental Services Operations Update

Resolution No. 2024-424

Moved by: Councillor Wilson

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2024-PW, regarding the Environmental Services Update for information purposes.

Carried

5. Administrative Report No. PW-030-2024 – Equipment Rental – Excavator

Resolution No. 2024-425

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-030-2024; and

That Council directs Staff to prepare the necessary By-law to enter into a one (1) year agreement with Pedersen Construction (2013) Inc., for the equipment rental excavator c/w operator for water/sewer breaks and repairs:

Description	Regular Rate (+tax)	After Hour Rate (+ tax)
Float Time	\$168.00/ hour	\$210.00/ hour
Breaker Attachment	\$273.00/ hour	\$315.00/ hour
Excavation Time	\$168.00/ hour	\$210.00/ hour

for consideration at the December 17, 2024, Regular Council Meeting.

Carried

6. Administrative Report No. PW-031-2024 – Non-eligible Recycling Collection and Processing

Resolution No. 2024-426

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-031-2024;

That Council agrees to provide payment to GFL Environmental Inc. for the collection and processing of recyclables from non-eligible properties that are currently receiving curbside collection during the transition period from January 1, 2025 until December 31, 2025;

That Council agrees to recover the costs related to the collection and processing of recyclables from non-eligible properties, at a rate of \$28 per bin per month through the property taxation process, effective February 1, 2025 until December 31, 2025; and

That Council directs staff to finalize negotiations with GFL Environmental Inc. (GFL) and prepare the necessary by-law to provide the collection/processing services, for consideration at the December 17, 2024, Regular Council Meeting.

Carried

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 030-2024-RS – Recreation Operations Update

Resolution No. 2024-427

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2024-RS, regarding the Recreation Operations Update for the month of December for information purposes.

Carried

2. Administrative Report No. RS-022-2024 – Pete's Dam Park Bridge Repair Update

Resolution No. 2024-428

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. RS-022-2024, regarding the Pete's Dam Bridge Repair Update, for information purposes.

Carried

3. Administrative Report No. RS-023-2024 – EV ChargeON Funding Agreement

Resolution No. 2024-429

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-023-2024;

That Council directs staff to return previously purchased Level 2 charging equipment to the vendor;

That Council confirms its support of the City of Temiskaming Shores application to the EV ChargeON Program, for the installation of a Level 3 charger with two ports in the Municipal Parking Lot for a total project cost of \$200,000; and

That Council provides the Mayor and Clerk with the delegated authority to sign the EV ChargeON funding agreement with the Ministry of Transportation, and to prepare the necessary by-law to confirm the funding agreement in the amount of \$150,000, for consideration at the December 17, 2024, Regular Council meeting.

Carried

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – October to November 2024

Resolution No. 2024-430

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report from October 16, 2024 to November 27, 2024, for information purposes.

Carried

2. Administrative Report No. PPP-008-2024 – Appointment of Auxiliary Firefighter

Resolution No. 2024-431

Moved by: Councillor Wilson

Seconded by: Councillor Dawson

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

That Council hereby appoints Rod McNair as Auxiliary Firefighter to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

Carried

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 038-2024-CS – Annual Accessibility Status Report

Resolution No. 2024-432

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 038-2024-CS, and accepts the 2024 Accessibility Status Report for information purposes; and

That Council directs staff to distribute the 2024 Accessibility Status Report to the Temiskaming Shores Accessibility Advisory Committee, and to post on the City's website.

Carried

2. Memo No. 039-2024-CS – Year End Transfers to/from Reserve and Reserve Funds

Resolution No. 2024-433

Moved by: Councillor Dawson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 039-2024-CS; and

That Council for the City of Timiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit from 2024 to/from the applicable Reserve or Reserve Funds per the summary below:

Program or Service	To/From Reserve or Reserve Fund
Bucke Park Operations	Bucke Park Reserve
Business Improvement Area (BIA)	BIA Reserve
Cemetery Operations	Cemetery Reserve
District of Timiskaming Social Services Administration Board's (DTSSAB) Working Fund Reserve Refund	Working Funds Reserve
Doctor Recruitment	Doctor Recruitment Reserve
Elections	Elections Reserve
Fire Marque and Auto Extrication Net Revenues	Fire Equipment Reserve

Gain on Sale of Surplus Fleet Assets	Fleet Replacement Reserve
Land Leases and Net Land Sales	Community Development or Economic Development Reserve
Landfill Operations	Landfill Reserve
Medical Centre	Medical Centre Reserve
Municipal Budget Capital	Working Funds Reserve
Municipal Budget Environmental Operations	Environmental Water Working Fund and/or Environmental Sewer Working Fund Reserve
Municipal Budget General Operations	Working Funds Reserve
Municipal Transit Operations	Municipal Transit Reserve
Temiskaming Shores Library	Library Reserve

And further that any other surplus/deficit not listed above from the 2024 fiscal year be transferred to/from Working Funds Reserve.

Carried

3. Memo No. 040-2024-CS – 2025 Borrowing By-law

Resolution No. 2024-434

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 040-2024-CS; and

That Council directs staff to prepare the necessary by-law to authorize borrowing from time-to-time to meet current expenditures during the Fiscal Year ending December 31, 2025, for consideration at the December 17, 2024 Regular Council meeting.

Carried

4. Administrative Report No. CS-042-2024 – Lease Agreement – Dr. Peter Hutten-Czapski and Dr. Chelsea Pretty

Resolution No. 2024-435

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-042-2024;

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Doctor Peter Hutten-Czapski, for the rental of 648 square feet of office space in the Haileybury Medical Centre from January 1, 2025 to December 31, 2026, at a rate of \$15.26 per square foot plus HST, and to apply a 2 percent annual increase for the term of the lease, for consideration at the December 17, 2024 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Doctor Chelsea Pretty, for the rental of 408 square feet of office space in the Haileybury Medical Centre from January 1, 2025 to December 31, 2026, at a rate of \$15.26 per square foot plus HST, and to apply a 2 percent annual increase for the term of the lease, for consideration at the December 17, 2024 Regular Council meeting.

Carried

5. Administrative Report No. CS-043-2024 – Health and Safety Compliance

Resolution No. 2024-436

Moved by: Councillor Graydon

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-043-2024; and

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

Carried

6. Administrative Report No. CS-044-2024 – Management Agreement Deferral

Resolution No. 2024-437

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-044-2024; and

That Council agrees to defer review of the 2025 Management/ Non-Union agreement until July 1, 2025 and/or until completion of the organizational review.

Carried

7. Administrative Report No. CS-045-2024 – Pete's Dam & Devils Rock Trail System upgrades Project

Resolution No. 2024-438

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-045-2024;

That Council for the City of Temiskaming Shores confirms and approves the funding application to the Northern Ontario Heritage Fund Corporation (NOHFC) in the amount of \$500,000 for the Pete's Dam & Devils Rock Trail System Upgrades Project;

That Council for the City of Temiskaming Shores confirms and approves the funding application to the Federal Economic Development Agency for Northern Ontario (FedNor) in the amount of \$115,000, for the Pete's Dam & Devils Rock Trail System Upgrades Project; and

That Council confirms the City of Temiskaming Shores commitment to cover the municipal contribution for the Pete's Dam & Devils Rock Trail System Upgrades Project in the amount of \$70,000, funded through the working fund reserve, along with any project cost overruns should they occur.

Carried

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – December 17, 2024 starting at 6:00 p.m.
- b) Committee of the Whole Meeting – January 21, 2025 starting at 3:00 p.m.
- c) Regular Council Meeting – January 21, 2025 starting immediately following the Committee of the Whole meeting

13. Closed Session

None

14. Adjournment

Resolution No. 2024-439

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 4:58 p.m.

Carried

Mayor

Clerk

Community-Based Strategic Plan

Council Presentation – December 17, 2024



Welcome Bienvenue Minopijawok



The Strategic Plan.



Purpose of the Strategic Plan.



- To help guide staff and elected officials in decision making, planning and execution of key initiatives through the next 5 to 10 years.
- To set the foundation for the continued success of the City, identifying core aspects of the community that were uncovered to address as the city moves into the future.



Corporate Vision.



City of Temiskaming Shores will:

- offer the necessary amenities and services for the region's residents but will support the needs of the residents of the city.
- be a cohesive, collaborative community of Anglophones, Francophones, Indigenous, and newcomers that celebrate its diversity and culture.
- be pristine with publicly accessible waterfront.
- have thoughtful leaders that take calculated risks and have a strong vision for the future.



How did we get here?



Process Followed.



STEP 1: DISCOVER

Research the community.

- » Document Review.
- » Community Analysis.

STEP 2: DEFINE

Consult with the community.

- » One-on-one Interviews.
- » Online Survey.
- » Community Engagement Sessions.
- » Staff and Council Priority Input Session.

STEP 3: DEVELOP

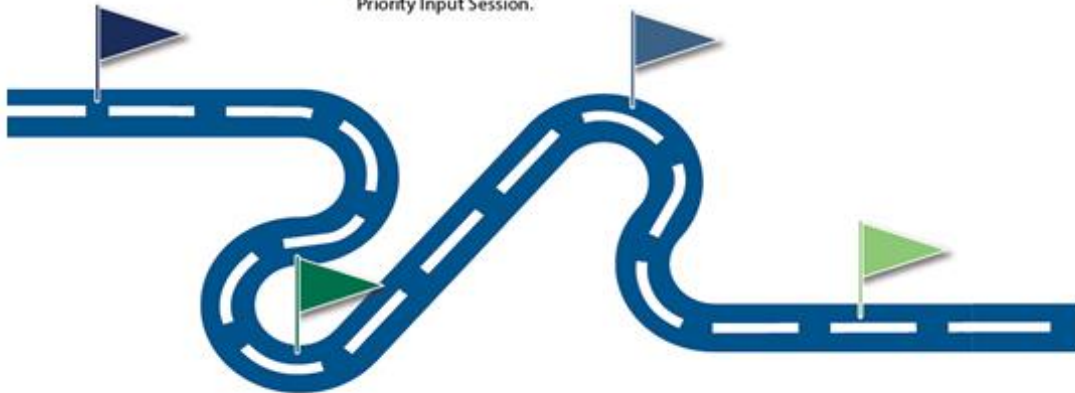
Build the plan.

- » SCOAR*.
- » Community Working Session.
- » Strategic Action Planning Session.
- » Draft Strategic Plan.

STEP 4: DELIVER

Present the results.

- » Final Strategic Plan.
- » Presentation to Council.
- » Implementation Plan.



Discover.



- ❓ Reviewed 12 key documents
- ❓ Completed a Community Analysis



Define.



- ✓ One-on-one interviews
- ✓ Focus groups
- ✓ Online survey
- ✓ Staff priority setting session



290 people participated in the consultation process and provided input into the Strategic Plan.

Develop.



Working Session

Theme 1

Protecting Lake Temiskaming and the Environment

Theme 2

Planning for the Community

Theme 3

Supporting Infrastructure Improvements

Theme 4

Attracting and Retaining Residents and Businesses



Deliver.



December 2024



Welcome – Bienvenue – Minopijawok

Community-Based Strategic Plan



The important part.



Goals and Actions



**5 goals
and
39 actions**



Goal 1

To be environmental stewards of Lake Temiskaming and the natural environment in and around Temiskaming Shores.



Goal 2

To help create a unified community that supports residents and embraces cultural diversity.



Goal 3

To continue to invest in the community in a cost-effective manner and to communicate the message.



Goal 4

To support and grow the residential population.



Goal 5

To support and grow the local economy.



Top 5 Priority Actions



1. Update the City's Official Plan and Land-Use Planning documents and communicate the results.
2. Rebrand the City of Temiskaming Shores to illustrate that it is one unified city and develop messaging to support the brand.
3. Update the City's corporate policies to be more reflective of the City's linguistic and cultural Anglophone, Francophone and Indigenous diversity.
4. Continue to highlight and communicate to the residents the progress being made on the City's Asset Management Plan.
5. Establish policies to improve the city's environmental sustainability and to lessen the environmental impact on the watershed by industry, residents and visitors.



This is YOUR strategy...

- Community-based
- Realistic and doable actions



THANK YOU!

Nancy Johnston
nancy@mcsweeney.ca

Ian Duff
ian@mcsweeney.ca





Welcome – Bienvenue – Minopijawok

Community-Based Strategic Plan





Community-Based Strategic Plan

December 2024

Prepared by:



McSweeney and Associates

201-900 Greenbank Road

Ottawa, ON K2J 1A8

T: 1-855-300-8548

E: consult@mcsweeney.ca

W: www.mcsweeney.ca

Land Acknowledgments

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.



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Executive Summary

Welcome - Bienvenue - Minopijawok

The City of Temiskaming Shores is a single tier city in northeastern Ontario, located along Lake Temiskaming, near the Quebec border in the south end of Temiskaming District. The City was created in 2004 through the amalgamation of the former Town of New Liskeard, Town of Haileybury and the Township of Dymond. Home to a population of just under 10,000, the City services a regional population of 32,000, and is built on the integrated cultures of French, English and Indigenous. Picturesque landscapes, a healthy environment, an abundance of clean water, a rich culture, along with educational, social and health care services, offer a strong quality of life for the future of this northern community.

The process for the Community-Based Strategic Plan began with a quantitative analysis through a document review and Community Analysis, presenting a thorough introductory understanding of the economic and social situation in Temiskaming Shores. Additional qualitative context was gathered through community consultations, which provided valuable local insight into the strengths, challenges, opportunities and aspirations within the community.

Following this introductory analysis, the remainder of the process involved transitioning from ideas to action. First, key themes were identified arising from the qualitative and quantitative analysis. Next, stakeholders were again consulted to develop a set of preliminary actions related to those themes that were realistic, doable, and supported by the community. Finally, draft actions were presented to staff and refined before being presented to Council within this Strategic Plan.

The comprehensive Community-Based Strategic Plan will help guide staff and elected officials in decision making, planning and execution of key initiatives through the next 5 to 10 years. The plan outlines relevant goals, objectives and priorities and presents doable and realistic actions. The focus of Temiskaming Shores' first Strategic Plan is to set the foundation for the continued success of the City, identifying core aspects of the community that were uncovered to address as the city moves into the future.





Corporate Vision

“

As the centre of a larger region, the City of Temiskaming Shores will offer the necessary amenities and services for the region's residents but will be conscious of supporting the needs of the residents of the city. It will be a cohesive, collaborative community of Anglophones, Francophones, Indigenous, and newcomers that celebrate its diversity and culture. Sitting on the shores of Lake Temiskaming, its natural environment will be pristine with publicly accessible waterfront. Temiskaming Shores will have thoughtful leaders that take calculated risks and think out of the box and have developed a strong vision for the future that the community supports and embraces.

”

Actions

The complete set of 39 actions were developed based on the extensive consultations and research undertaken. The plan considers the available resources, priority needs and what actions will bring the most value to Temiskaming Shores.

The top five actions listed below are overarching actions that have been highlighted from the longer list of actions. These actions stood out as significant to enable the remainder of the actions to be completed.

Top 5 Priority Actions

1. Update the City's Official Plan and Land-Use Planning documents through comprehensive community consultation on land use, infrastructure, housing and community facilities and communicate the results.
2. Rebrand the City of Temiskaming Shores to illustrate that it is one unified city and develop messaging to support the brand. Incorporate the new brand and messaging in all City marketing initiatives.
3. Update the City's corporate policies to be more reflective of the City's linguistic and cultural Anglophone, Francophone and Indigenous diversity.
4. Continue to highlight and communicate to the residents the progress being made on the City's Asset Management Plan.
5. Establish policies to improve the city's environmental sustainability and to lessen the environmental impact on the watershed by industry, residents and visitors.



Goals, Objectives, and Actions

Goal 1: To be environmental stewards of Lake Temiskaming and the natural environment in and around Temiskaming Shores.

The City of Temiskaming Shores hugs the western shores of Lake Temiskaming and is the most important natural feature in the community. It is used for recreation and tourism, provides spiritual and cultural wellbeing, and offers the residents of Temiskaming Shores with its overall quality of life. The natural environment that surrounds the city is significant to the community for its beauty and economy.

Objective 1: Establishing environmental sustainability as an overarching theme for the City.

Actions:

1. Collaborate with neighbouring communities around the lake (including on the Quebec side) to oversee water protection and water monitoring of Lake Temiskaming.
2. Lobby the provincial government to raise awareness of the need to establish a Conservation Authority for the Temiskaming watershed.
3. Establish policies to improve the city's environmental sustainability and to lessen the environmental impact on the watershed by industry, residents and visitors.
4. Educate staff, residents and visitors on responsible use of the lake through a comprehensive communication plan. (i.e., culture, art, storytelling, maps of the lake, interpretive centre).
5. Continue to build the active transportation infrastructure (trails, bike paths, sidewalks, etc.) and encourage usage to promote healthy and active lifestyles.



Goal 2: To help create a unified community that supports residents and embraces cultural diversity.

Temiskaming Shores is made up of Anglophones, Francophones and Indigenous that have been living harmoniously together historically and continue to bring a unique culture to the community. For the past 20 years Temiskaming Shores has been an amalgamated community of New Liskeard, Dymond, Haileybury and North Cobalt. By embracing the three cultures and celebrating the uniqueness of each of the smaller urban centres the community will become stronger as one under the City of Temiskaming Shores.

Objective 1: Improving community cohesiveness to be one community, the City of Temiskaming Shores.

Actions:

1. Rebrand the City of Temiskaming Shores to illustrate that it is one unified city and develop messaging to support the brand. Incorporate the new brand and messaging in all City marketing initiatives.
2. Develop a city plan to coordinate consistent infrastructure and beautification across the city through the new Temiskaming Shores brand (street signage, general signage, holiday decorations, light posts, banners, sidewalks, trees, etc.).
3. Lobby the provincial and federal levels of government to use Temiskaming Shores as the community identifier when completing online forms and online government registration documents.
4. Where practical, continue seeking opportunities to combine duplicated community events and replace them with one event for the whole community.



Objective 2: Improving community collaboration.

Actions:

1. Update the City's Official Plan and Land-Use Planning documents through comprehensive community consultation on land use, infrastructure, housing and community facilities and communicate the results.
2. Develop City policies for Diversity Equity and Inclusion and that the policies are resourced to ensure corporate and community coordination and the sharing of information between all groups.
3. Establish a clear policy to provide direction on how the City will better communicate with the community in both French and English.

Objective 3: Embracing the cultural diversity of Temiskaming Shores.

Actions:

1. Update the City's corporate policies to be more reflective of the City's linguistic and cultural Anglophone, Francophone and Indigenous diversity.
2. Create a naming policy to include Indigenous and Francophone names to community assets and infrastructure.
3. Work with local schools and organizations to investigate the opportunity to create a public art program that highlights Temiskaming Shore's cultural attributes.

What We Heard

"Beaucoup de citoyens ont un sens d'appartenance à la communauté."



Goal 3: To continue to invest in the community in a cost-effective manner and to communicate the message.

As an amalgamated city, Temiskaming Shores staff and elected officials will need to make some hard decisions around infrastructure and how tax dollars are spent most effectively and efficiently on the infrastructure for current and future residents. The City currently supports multiple sewage treatment plants, fire stations, arenas, parks, beaches, marinas, curling clubs, and downtowns which once were under three separate jurisdictions but are under one amalgamated community.

Objective 1: Planning for and Maintaining the City's Infrastructure.

Actions:

1. Continue to fund and implement the City's Asset Management Plan and look for opportunities to consolidate/reduce duplicated community assets where appropriate.
2. Continue to highlight and communicate to the residents the progress being made on the City's Asset Management Plan.
3. Review all potential 'road diet' opportunities (lane reductions) and implement changes to reduce costs and improve safety.

Objective 2: Servicing the Community.

Actions:

1. Continue to support public transportation by improving, and where possible expanding public transit routes, service schedules to add recreation facilities and other areas of the community that are currently not accessible.
2. Review the feasibility of implementing additional infrastructure projects throughout Temiskaming Shores to increase safety in the



community (walking path to hospital, additional safe school crossings, off leash dog parks, etc.).

3. Continue to make improvements to the City's waterfront to increase year-round use.
4. Better communicate the support that the City provides to local not for profit and volunteer organizations (i.e., preferential rates and group insurance).
5. Create a city led volunteer recognition program to encourage, support and promote volunteerism and to rejuvenate the city's volunteer base.

Objective 3: Communicating a unified message with the residents and businesses.

Actions:

1. Establish a communications plan to best get the message out about the City's projects, priorities and successes.
2. Provide a comprehensive annual year-end report card outlining the City's achievements.
3. Continue to communicate the planning investments and infrastructure improvements outlined in the Asset Management Plan.
4. Continue to communicate and promote the welcome packages, support for existing and new residents, as well as the community events that celebrate Temiskaming Shores and its residents.



Goal 4: To support and grow the residential population.

Growing the population is about creating a quality of life that helps to retain and attract residents. The challenge of a declining population is the strong potential for economic decline (i.e., business closures), reduced amenities (i.e., school closures), and decreased tax base (i.e., reduced services, crumbling infrastructure). With consistent population growth, Temiskaming Shores will continue to be a community that is vital and vibrant.

Objective 1: Focusing on Temiskaming Shores as a place for people.

Actions:

1. Examine different business models with the goal of generating ways to create more housing options (including rentals) for diverse ages and incomes. (i.e., safe, affordable).
2. Continue to improve the visual appearance of Temiskaming Shores by adding and supporting additional community amenities (garbage cans, picnic tables, benches, community beautification programs, public gathering spaces, etc.).
3. Continue to invest equitably in both downtowns to create vibrant and healthy urban centres.
4. Consider implementing tools such as Vacant Buildings Bylaws or Development Charge Credits to assist the City in dealing with vacant and derelict buildings.
5. Continue to engage with and provide assistance to community organizations, partners and stakeholders offering support services for immigrants and newcomers.
6. To help support youth engagement in the community, provide incentives such as free/discounted bus passes and reduced or free memberships to the Waterfront Pool and Fitness Centre.
7. Continue to support local organizations and agencies that are addressing homelessness and mental health issues in Temiskaming Shores.

What We Heard

"The quality of life we are fortunate enough to have up here is what makes Temiskaming Shores such a wonderful place to live."



Goal 5: To support and grow the local economy.

A strong local economy supports and strengthens the community. Businesses keep local money local, provide employment, support local events and sports teams, boost the tax base and keep taxes lower for residents. Businesses bring money in from outside of Temiskaming Shores. Retaining, growing and attracting business, means the City needs to create an environment where businesses can be successful.

Objective 1: Building on the economic development program.

Actions:

1. Engage the business community and economic development stakeholders and update the 2018-2023 Community Economic Development Strategic Plan.
2. Annually review the operational and capital budget of the Temiskaming Shores Development Corporation to ensure the maximum effectiveness of the Corporation's ability to retain and attract investment into the City.
3. Implement an ongoing Business Visitation Program to identify retention and expansion opportunities in the local business community and document the findings.

Objective 2: Increasing the number of visitors to Temiskaming Shores.

Actions:

1. Implement the Municipal Accommodation Tax to help support the tourism sector and infrastructure development in Temiskaming Shores.
2. Review the Municipal Culture Plan from April 2013 and implement the actions that are still relevant.



Process Followed

The Temiskaming Shores Community-Based Strategic Plan followed a four-step process that gathered relevant information and valuable input that would be built into each of the steps and final Strategic Plan. The process included thorough analysis of reports, an economic analysis, and consultations with the community, staff and elected officials. An Implementation Plan will be developed and used by City staff over the next five years as a workplan.

STEP 1: DISCOVER

Research the community.

- » Document Review.
- » Community Analysis.

STEP 2: DEFINE

Consult with the community.

- » One-on-one Interviews.
- » Online Survey.
- » Community Engagement Sessions.
- » Staff and Council Priority Input Session.

STEP 3: DEVELOP

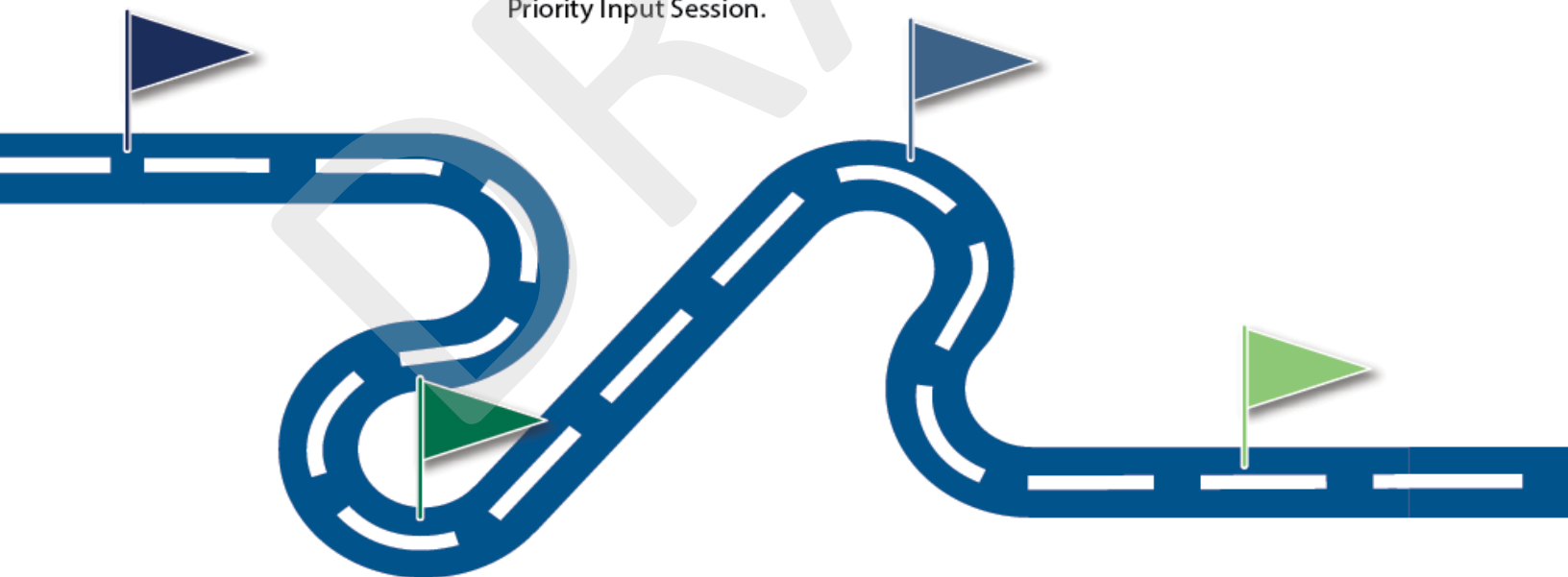
Build the plan.

- » SCOAR®.
- » Community Working Session.
- » Strategic Action Planning Session.
- » Draft Strategic Plan.

STEP 4: DELIVER

Present the results.

- » Final Strategic Plan.
- » Presentation to Council.
- » Implementation Plan.



Step 1: Discover

Research the Community.

To begin the process, an in-depth review of the current situation in Temiskaming Shores was undertaken. This included the completion of a Community Analysis that shows the picture of Temiskaming Shores through a quantitative lens, alongside a Document Review that provided a snapshot of the city.

Document Review

The following 12 key documents were reviewed to provide background information on Temiskaming Shores.

- City of Temiskaming Shores Community Economic Development Strategic Plan 2018-2023
- City of Temiskaming Shores Active Transportation Plan (2021)
- City of Temiskaming Shores Asset Management Plan 2024
- City of Temiskaming Shores Multi-Year Accessibility Plan 2024-2028
- City of Temiskaming Shores Municipal Cultural Plan (2013)
- City of Temiskaming Shores Official Plan (2015) and Comprehensive Zoning By-law (2017)
- City of Temiskaming Shores Recreation Master Plan Report (2020)
- Planet Youth Temiskaming District
- The Temiskaming Foundation's Vital Signs 2021
- Temiskaming District Community Safety and Well-Being Plan (2022)
- Temiskaming Shores Public Library Strategic Plan 2020-2025



Community Analysis Snapshot

The Community Analysis report, completed in July 2024, is an informational piece that presents a statistical perspective of the city within the local context, and provides a baseline from which to measure. The analysis assesses socio-demographic profiles, housing and income data, the local labour force and an economic base analysis for the City of Temiskaming Shores.

This demographic snapshot of the Community Analysis is presented in Appendix 2.

Did You Know?

83% of residents live and work in Temiskaming Shores making it a true work-live-play community.



Step 2: Define

Consult with the Community.

The consultation process used to develop the Community-Based Strategic Plan was meaningful and intensive. Participants from across the city actively engaged, representing key partners and the community at large.

The consultation process involved three opportunities for feedback to ensure alignment and buy-in between internal and external partners. These opportunities were purposefully designed to gather and review input to create a focused set of priority actions, considered to be realistic, achievable and bring the most value to the City and its partners.

The three opportunities for consultation are described through the following sections:

- Community Consultation
- Theme and Priority Development
- Strategic Directions and Action Planning.



Community Consultation

The consultation process included interviews, an online survey, and community engagement sessions with open-ended questions that captured the essence of the community's vision of the future. A staff and Council priority setting session was held to discuss constraints, capacity, and opportunities within the City.

A breakdown of the community's engagement was as follows:

- **17 one-on-one phone interviews** were conducted.
- **27 participants** from the **Community Engagement Sessions** included Business, Employment, Economic Development and Tourism; Transportation and Infrastructure; Health and Social Services; Education and Children; Recreation, Culture and Sport; and Growth, Development and Environment.
- **235 responses** were gathered through an **online survey** that was available to the public from the end of July to mid September 2024.
- **11 participants** attended the **Staff and Council Priority Input Session**.



290 people participated in the consultation process and provided input into the Strategic Plan.



Step 3: Develop

Build the Plan.

SCOAR® Analysis

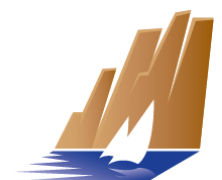
Once the background research and initial consultations were completed, the 'developing' process began with a summation of the findings of the initial consultations and data analysis, presented through a Strengths, Challenges, Opportunities, Aspirations and Results (SCOAR®) Analysis. The SCOAR® was used as the fundamental basis to determine the themes, as directed by consultation.



The SCOAR® is a detailed analysis of the current situation involving statistical analysis of the local economy, regional competitive outlook, trends and forecasts, investment readiness assessment, strengths/weaknesses/opportunities review using the McSweeney exclusive SCOAR® analysis.

A Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis has a "50%" focus on "negative" aspects of analysis. A Strengths, Opportunities, Aspirations, and Results (SOAR) analysis emphasizes the positive, though it fails to address barriers or challenges to economic growth that every community faces. Our SCOAR® Analysis provides greater balance than either SWOT or SOAR analysis.

The full results of the City of Temiskaming Shores SCOAR® analysis can be found in **Appendix 1**.



Theme and Priority Development

Participants engaged in a three hour working session at the City Hall on October 29, 2024, to review consultation findings and begin drafting realistic, high-value actions. Participants included representatives from the community, City staff and elected officials.

The Strategic Working Session provided an opportunity for participants to begin to develop a set of draft strategic actions that would form the base of the Five-Year Temiskaming Shores Community-Based Strategic Plan, and action plans. Through the working session, the following four themes, were agreed to reflect the current and future need of the city.

Theme 1

Protecting Lake Temiskaming and the Environment

Theme 2

Planning for the Community

Theme 3

Supporting Infrastructure Improvements

Theme 4

Attracting and Retaining Residents and Businesses



Strategic Directions and Action Planning

Upon completion of the external consultation process, a draft set of strategic community-based actions were prepared for review. To ensure that the actions aligned with the aspirations and vision of Temiskaming Shores, a virtual strategic planning session was held with key City staff and elected officials. The session encouraged participants to apply their experience and expertise to prioritize realistic and doable actions.

Collaboratively, McSweeney and Associates and Temiskaming staff co-developed strategic actions that are realistic, achievable and will bring high value over the next five years. These actions will be used to move the bar once again towards realizing the vision.

Step 4: Deliver

Present the Results.

The final Community-Based Strategic Plan was completed and presented to the City of Temiskaming Shores at the December 2024 council meeting.

What We Heard

“The serenity of Lake Temiskaming along with the incredible nature around us is therapeutic and very accessible.”



Appendix 1: SCOAR® Analysis

The SCOAR®, is the summary of the findings from the background research (strategic document review, Community Analysis) and stakeholder consultation (interviews, online survey and focus groups) portion of the City of Temiskaming Shores Community-Based Strategic Plan process.

Strengths



- **Natural Beauty and Recreation:** Waterfront Views and Access to Lake Temiskaming; Outdoor Activities with biking, walking trails, skiing, and other recreational opportunities; and Green Spaces; and clean environment.
- **Community and Social Connection:** with a sense of community that is close-knit, friendly, and supportive with lots of community volunteers and events that foster community spirit and involvement.
- **Local Business Support:** with an appreciation for the presence and support of small businesses.
- **Family-Friendly Environment:** that is safe and quiet and slower paced family-oriented community with access to amenities with activities for children.
- **Affordable and Accessible Living:** housing being relatively low compared to larger urban areas.
- **Cultural and Linguistic Diversity:** cultural diversity that enhances community life English, French and Indigenous.
- **Potential for Growth and Improvement:** desire for development to improve downtown areas and attract new businesses and services.
- **Support for Community Initiatives:** Interest in volunteerism and local leadership to foster positive changes.
- **Local Public Transit:** with a public bus system that takes people through the community provides accessibility to those without a private vehicle.
- **Strong Economic Sectors:** including agriculture and secondary mining and forestry.



- **Active Transportation Options:** safe paths for active transportation options.
- **Regional Health Care Services:** located in Temiskaming Shores including the Temiskaming Hospital.
- **Post-Secondary and Research Facilities:** bring in new people and investment in the community
- **Employment Lands Zoned and Serviced:** to support additional business opportunities.
- **Services a Regional Population of 32,000:** beyond the city's population which allows for more retail, businesses, health care services, education opportunities (French and English).
- **Local Recreational Amenities:** including golf courses, water activities, team sports, etc.



Challenges



- **Lack of Cohesiveness:** with a large geographic area and space between the individual communities that make up Temiskaming Shores. Still has a mind-set of 4 individual communities competing for resources, infrastructure and community services.
- **Crime and Safety Issues:** with growing concerns about theft, drug activity, mental illness, homelessness and bullying and social division that is impacting community safety.
- **Community Showing Decline:** particularly around community standards, aesthetics, infrastructure, roads, and safety with empty and dilapidated buildings needing revitalization or demolition.
- **Lack of Affordable Housing:** with rising housing costs and market challenges and shortage of affordable housing for low-income individuals including seniors.
- **Infrastructure Needs:** with aging recreational facilities and general infrastructure that requires upgrades and duplication of services across the four communities.
- **Economic Development is Limited:** with few local business opportunities, lack of local workforce and difficulty attracting new industry to support growth and an absence of a clear long-term vision for economic stability.
- **Limited Population Growth:** due to youth outmigration and aging demographics.
- **Healthcare Accessibility:** with a shortage of healthcare professionals and specialists with long wait times for healthcare services and lack of walk-in clinics.
- **Transportation and Accessibility:** is limited within Temiskaming Shores and with neighbouring communities with limited scheduling.
- **Limited Community Engagement:** with low participation in community events, perceived lack of support, communication and transparency from local government.
- **Environmental Considerations Compromised:** leaving concerns about protecting and preserving the lake, waste management and preservation of natural spaces.



- **Shortage of Childcare and Family Support:** including daycare centers and affordable options for families, limited recreational activities for young children and those with special needs.
- **Shortage of Activities for Youth (ages 12 to 18):** limited job opportunities, places to hang out and socialize.
- **Limited Support for Diversity and Inclusion:** where services not always available in both English and French with limited community support to integrate newcomers and 2SLGBTQ+ into the community and to foster inclusivity.

Opportunities



- **Proper and Deliberate Land-Use Planning:** the City of Temiskaming Shores would benefit from revisiting its land-use policies and plans through inclusive community engagement and visioning.
- **Embracing the Various Cultural Diversities:** English, French, Indigenous, and new Canadians.
- **Revitalization of the Downtowns:** through redevelopment of empty and abandoned buildings, improved storefronts and enhanced street aesthetics.
- **Infrastructure Improvements:** through enhanced road maintenance and repair to aging sewer systems.
- **Increase Public Transit Reliability:** for better access to jobs and services.
- **Foster a Culture of Volunteerism and Community Involvement:** through development of programs for youth mentoring and inclusive activities and reinvigorated community events.
- **Improve Environmental Sustainability:** through watershed planning and protection, prioritizing green initiatives and waterfront improvements and sustainable practices in community planning and development.
- **Health Services Expansion:** by attracting healthcare professionals and collaborating with local health organizations to address community health needs.



- **Address Affordable Housing Shortages:** by better utilizing vacant properties and exploring partnerships for housing development catering to various income levels.
- **Increased Recreation and Leisure Development:** that caters to all age groups and diverse community needs including outdoor activities and winter recreation opportunities.
- **Improved Economic Development and Tourism:** through attraction of new businesses and manufacturing opportunities and leveraging natural resources and events to boost local tourism.
- **Promotion of Local Businesses:** to encourage local shopping and support diverse entrepreneurs.
- **Improved Community Safety and Cleanliness:** through enhanced public safety measures in downtown areas and increased maintenance of parks and recreational spaces.



Aspirations

The City of Temiskaming Shores will be a city that thinks of itself as one community with:



- a greater variety of affordable housing options to support a growing population, including senior housing, rent-geared-to-income, and new developments.
- an improved local economy with good-quality jobs and diverse job opportunities to support residents and to retain youth.
- enhanced downtown cores with thriving businesses, vibrant public spaces, and improved accessibility.
- improved active transportation, public transit, and community amenities to create a community that is less reliant on motor vehicles to get around the city.
- improved public safety by reducing crime through community programs, increased police presence, and initiatives that support people experiencing homelessness and suffering from addictions.
- improved recreation and green spaces by offering parks, recreational facilities, and events for all ages to foster community engagement, including youth-oriented activities and outdoor experiences.
- greater connections between the different cultures by encouraging cultural exchanges and events that bring the community together, enhance local traditions, and celebrate diversity.
- maintained the natural surroundings, promoting green initiatives, and ensuring that developments respect and enhance the area's beauty and ecological health.
- a sustainably growing population with a diversity of ages.



Results

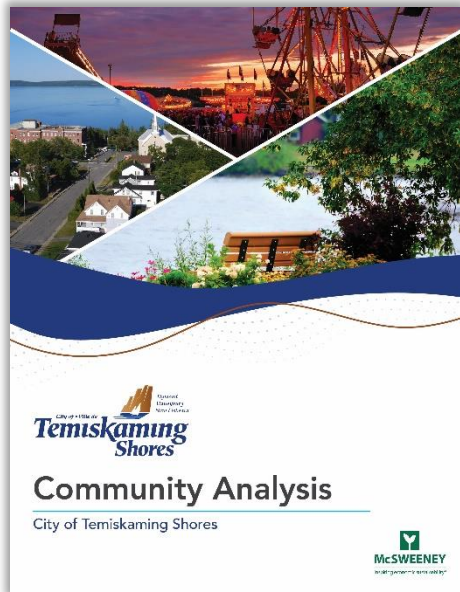
R

Results

As the centre of a larger region, the City of Temiskaming Shores will offer the necessary amenities and services for the region's residents but will be conscious of supporting the needs of the residents of the City. It will be a cohesive, collaborative community of Anglophones, Francophones and Indigenous, that celebrates its diversity. Sitting on the shores of Lake Temiskaming, its natural environment will be pristine with publicly accessible waterfront. Temiskaming Shores will have thoughtful leaders that take calculated risks and think out of the box and have developed a strong vision for the future that the community supports and embraces.



Appendix 2: Community Analysis

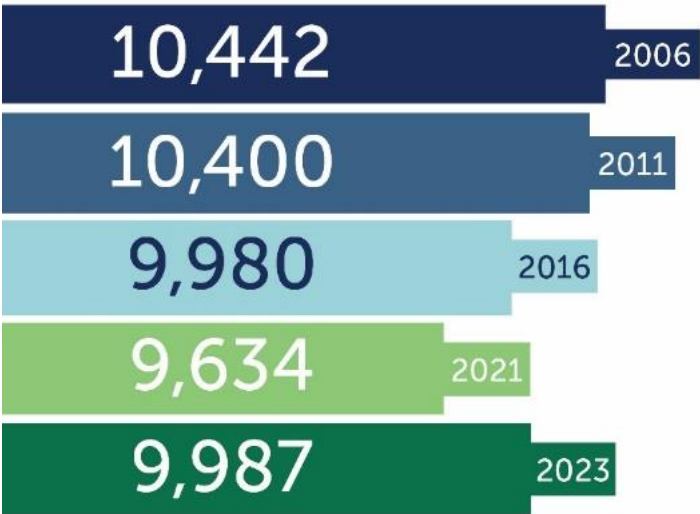


The Temiskaming Shores Community Analysis was completed as part of the Community-Based Strategic Plan. The following are the key findings from the Community Analysis that can be found in the Demographic Snapshot. The full document is available on the City's website.



City of Temiskaming Shores

Demographic Snapshot



Population Profile

MEDIAN	AVERAGE
Region Age 47	Region Age 41
Ontario Age 41	Ontario Age 42



Highest Education

Population ages 25-64.



29%
Secondary

59%
Post-secondary

Household & Earnings



16%

ONTARIO
28%

of Temiskaming's population spends 30% or more of total household income on shelter costs.



Average Dwelling Value \$306,861
Median Dwelling Value \$285,411



Total number of households
4,418

All data sourced from Manifold SuperDemographics 2024, unless otherwise specified.

City of Temiskaming Shores

Demographic Snapshot

Labour Force & Local Economy

Median Employment Income | Average Employment Income

\$39,136 | **\$51,643**

ONTARIO MEDIAN **\$43,942** | ONTARIO AVERAGE **\$60,007**



Top 5 Sectors by Industry**



Health Care & Social Assistance



Retail Trade



Educational Services



Construction



Manufacturing

Top 5 Sectors by Occupation**



Sales & Service



Trades, Transport & Equipment Operators



Education, Law & Social, Community & Government Services



Business, Finance & Administration



Health Occupations

** by labour force employment for people living in Temiskaming Shores.

All data sourced from Manifold SuperDemographics 2024, unless otherwise specified.



Pavilion Women's Centre New Second Stage Transitional Housing Project

City of Temiskaming Shores – Council Meeting

December 17, 2024

Chantal Charbonneau, President
Melanie Ducharme, Executive Director

Pavilion Women's Centre

- Established in 1984.
- A ten-bed emergency shelter in Haileybury.
- Provides emergency accommodation and support for women and children fleeing violence across the District of Timiskaming, covering over 13,000km².
- PWC shelters **60-70** women and children and provides services to over **200** women and children **across the district per year**.

Pavilion Women's Centre

- PWC offers:
 - Crisis and counselling support
 - Transitional and housing support
 - A child witness program
 - An outreach program
 - A sexual assault program
 - A public education program

Second Stage Transitional Housing

- Second stage transitional housing (SSTH) is a form of transitional supportive housing for survivors of domestic violence.
- Survivors need additional time and support to heal from their trauma and rebuild their lives.
- SSTH was created from an identified need for:
 - Affordable housing
 - Safety and security
 - Anti-violence programming
- SSTH is typically 6 months to 2 years in length and apartment-style residences.

Case Study: Red Lake, ON

- 10 units of second stage transitional housing in Red Lake, Ontario.
- Partnership between Kenora District Services Board (owner) and New Starts for Women Inc. (operator).
- KDSB built the building.
- Completed in 2021.



Case Study: Red Lake

Location	Red Lake, ON
Completion Date	May 2021
Type of Housing	Second stage transitional housing
Type of Construction	New build
Building Size	12,000 – 13,000 ft ²
Approximate Total Cost	\$5.4 million
Number of Units	10 units
Type of Units	Three one-bedroom; three two-bedroom; two three-bedroom; and two four-bedroom units
Shared Spaces	Laundry, common room, indoor playroom, outdoor area (all common areas are barrier-free)
Security Features	Restricted access with proximity card readers, CCTV system, fencing, site lighting

Case Study: Red Lake



Case Study: Sussex, NB

- 5 units of second stage transitional housing in Sussex, New Brunswick.
- Sussex Vale Transition House (SVTH) owns and operates the building.
- Completed in 2024.



Case Study: Sussex

Location	Sussex, NB
Completion Date	November 2024
Type of Housing	Second stage transitional housing
Type of Construction	New build
Building Size	6,741 ft ²
Approximate Total Cost	\$3 million
Number of Units	5 units
Type of Units	One one-bedroom; two two-bedroom; two three-bedroom.
Shared Spaces	Laundry, common room with a kitchen, indoor children's playroom, outdoor areas.
Security Features	Tall perimeter fencing, electronic gate to access the building via a vehicle, exterior and interior security cameras, intercom at the main door, card access / fobbed entry to all exterior doors and shared common spaces.

Case Study: Sussex



The Housing Crisis & Gender-Based Violence Epidemic

- In the District of Timiskaming, 25.5% of households are in core housing need.
- **The waitlist** for affordable housing can range from 1 to 10 years.
- Intimate Partner Violence (IPV) represents 30% of police-reported crime in Canada and is the **leading cause of women's homelessness**.
- Rates of police-reported IPV experienced by rural women in Canada are **nearly 2 times higher** than for urban women.
- Rates of police-reported violent crime are **56% higher for rural women** than the national rate.
- In 2021, the DTSSAB Point-in-Time count found that an abusive conflict between a family member or spouse was one of the main causes of homelessness and a loss of housing.

The Community Need

- In the last two years, data suggests women who entered the shelter program at PWC struggled to find safe, adequate and affordable housing in the community.
- **Only 21% of women could find adequate housing** when they left the emergency shelter program.
- In 2023-2024, PWC had to turn away 10 women and their children seeking safe shelter from violence due to capacity restrictions.
- As of October 2024, only seven months into the 2024-2025 fiscal year, **PWC has already had to turn away 25 women and their children** seeking safe shelter from violence due to capacity restrictions.

The Solution: PWC's New Second Stage Transitional Housing Project

Goal

- PWC wants to create a new facility for women and children fleeing violence that includes eight to ten second stage transitional housing units and up to ten emergency shelter beds.
- The new project will offer a high level of security, wrap around supports and access to services, and plenty of outdoor green space for survivors of violence in the District of Timiskaming.
- PWC will create a welcoming home for women to be safe and receive support and time to heal from trauma.

PWC's New Second Stage Transitional Housing Project

Strategic Objectives

1. Safety and Security
2. Wraparound Supports and Access to Services
3. Outdoor Green Space
4. Pet-Friendly
5. Cultural Inclusivity

PWC's New Second Stage Transitional Housing Project

PWC is currently exploring land opportunities for the new project.

- **Public Transportation Access:** Preferably located on a public transit line for accessibility.
- **Access to Services:** Within walking distance or timely transit to supportive services.
- **Walkable Neighborhood:** Located in a walkable area with access to amenities.
- **Proximity to PWC Services:** Accessible by walking or timely transit to the existing site.
- **Appropriately Zoned:** Ensure zoning permits the envisioned project.
- **Affordably Priced:** Site affordability to align with project budget.
- **Outdoor Amenity Space:** Availability of outdoor space for amenities and green areas.

Two Scenarios

1. Mixed Shelter: Ten Emergency Shelter Beds and Ten Second Stage Transitional Housing Units

- Replacement of the existing shelter
- Mix of single and double occupancy rooms for the shelter
- All independent second stage units, ranging from one- to four-bedroom
- Amenity space to provide programming
- Office space for staff
- 18,000 ft²

Two Scenarios

2. Eight Second Stage Transitional Housing Units

- In addition to the existing shelter
- All independent second stage units, ranging from one- to four-bedroom
- Some amenity space to provide programming
- Some office space for staff
- 10,752 ft²

The Impact

- The PWC project will increase the continuum of supports for survivors of violence and their children, which helps them transition safely to fully independent living.
- PWC's SETH project will support up to an additional 36 women and children fleeing violence each year as residents and many more women in the community access the programming.
- This project will create sustainable, affordable housing units in northern Ontario, alleviating some of the pressure of the housing crisis.
- The new housing will be owned and operated by PWC – a trusted community organization with 40 years of experience.

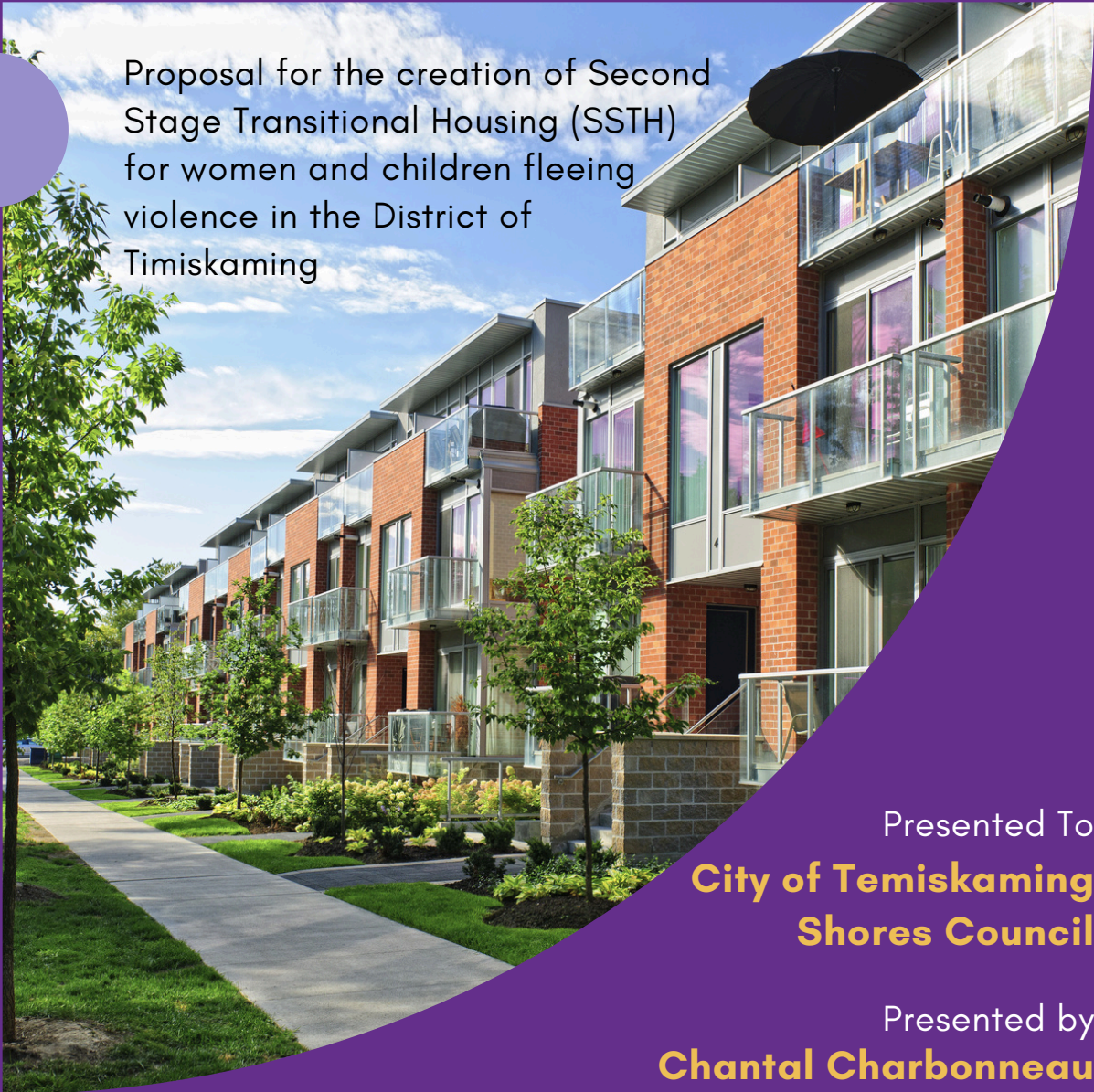
The Request

For the City of Temiskaming Council to support the new PWC Second Stage Transitional Housing Project through:

1. Supportive community messaging, endorsing the project.
2. Providing support letters for funding opportunities.
3. Exploring the option of land donated to serve the project.

DECEMBER 2024

Second Stage Transitional Housing Project Proposal



Proposal for the creation of Second
Stage Transitional Housing (SSTH)
for women and children fleeing
violence in the District of
Timiskaming

Presented To
**City of Temiskaming
Shores Council**

Presented by
**Chantal Charbonneau
Melanie Ducharme**

EXECUTIVE SUMMARY

Pavilion Women's Centre (PWC) currently operates a ten-bed emergency shelter in rural Haileybury, ON, in the City of Temiskaming Shores. PWC provides crisis accommodation and support services for women and children fleeing violence across the northern Ontario District of Timiskaming.

Intimate Partner Violence (IPV) represents 30% of police-reported crime in Canada and is the leading cause of women's homelessness. The demand for safe and affordable housing for women and children fleeing violence in Canada far exceeds the current supply.

PWC is doing their best to respond to this crisis. However, they do not have enough facility space to meet the need. Survivors are staying in shelter longer because of the lack of housing options, resulting in fewer shelter spaces available for others trying to leave unsafe situations.

PWC is exploring the feasibility of developing a Second Stage Transitional Housing (SSTH) project for women and children fleeing violence. SSTH is a form of transitional supportive housing for survivors of domestic violence who are at risk of danger post-separation and need additional time and support to heal from their trauma and rebuild their lives.

PWC wants to create a new facility for women and children fleeing violence that includes eight to ten second stage transitional housing units and up to ten emergency shelter beds. The new project will offer a high level of security, wrap around supports and access to services, and plenty of outdoor green space. There will be a range of unit sizes, from one-bedroom to four-bedroom units to accommodate varying family sizes. Amenity space will be on-site as well as PWC offices for supportive services for residents and clients in the community.

PWC would like to request support for the project from the City of Temiskaming Shores. Specifically, PWC hopes that the municipality will participate in supportive community messaging and endorsement of the project, offer letters of support for the project when there are funding opportunities, and explore donating land to serve as the project's site.



ABOUT OUR ORGANIZATION

Established in 1984, Pavilion Women's Centre (PWC) is currently a ten-bed emergency shelter in rural Haileybury, ON, in the City of Temiskaming Shores. PWC provides crisis accommodation and support services for women and children fleeing violence across the northern Ontario District of Timiskaming, covering over 13,000 km².

In addition to emergency shelter, PWC offers community services, including:

- crisis and counselling support
- transitional and housing support
- a child witness program
- an outreach program
- a sexual assault program
- a public education program

PWC shelters **60-70 women and children per year** and **provides services to over 200 women and children across the district per year** through outreach, housing support, and sexual assault programs.



8 THE NEED

Intimate Partner Violence (IPV) represents 30% of police-reported crime in Canada. Stalking, harassment, and abuse often continue after a woman is separated from an abusive partner, and studies have shown that leaving an abuser is a risk factor leading to homicide. What's more, IPV is a leading cause of women's homelessness, as low-income women who cannot afford market rent prices may fall into homelessness if they leave their abuser.

Women and families in the District of Timiskaming face the additional challenges that come with being a rural and northern community. These challenges can elevate the risk of violence and create barriers that make it harder for survivors to access support. For example, accessing services may be difficult due to physical and social isolation in a large rural area. A lack of reliable transportation can affect a survivor's means of escape. Cell phone service may be unreliable in some areas, which can affect communication with emergency services.

Shockingly, rates of police-reported IPV experienced by rural women in Canada are nearly 2 times higher than for urban women, 3.5 times higher than for rural men, and 7 times higher than for urban men. Rates of police-reported violent crime are 56% higher for rural women than the national rate. In 2021, the District of Timiskaming Social Services Administration Board (DTSSAB) Point-in-Time count found that an abusive conflict between a family member or spouse was one of the main causes of homelessness and a loss of housing.

In the last two years, data suggests women who entered the shelter program at PWC struggled to find safe, adequate and affordable housing. **Only 21% of women could find adequate housing when they left the emergency shelter program.** This means they may have housing that is too small for their family size or beyond their financial means, they may be couch surfing with friends or family, or they were forced to move away from their local support system to try to find housing elsewhere. In the worst-case scenario, they returned to their partner because no housing options were available.

Only 21% of women could find adequate housing when they left PWC's emergency shelter program.

PWC is doing their best to respond to this crisis. However, they do not have enough facility space to meet the need. In 2023-2024, PWC had to turn away 10 women and their children seeking safe shelter from violence due to capacity restrictions. As of October 2024, only seven months into the 2024-2025 fiscal year, **PWC has already had to turn away 25 women and their children seeking safe shelter from violence due to capacity restrictions.** Those women and their children had to make the difficult choice to either remain with their abuser to keep a roof over their heads, or to face homelessness because there was no space in shelters. This is a choice that no one should have to make. With only an emergency shelter offering short-term stays, and a turnaway rate that is increasing at a staggering pace, **PWC is not equipped to meet the need for longer-term transitional housing without dedicated second stage facilities.**

PWC hopes to address this need for specialized support for survivors of violence through the successful completion of the SSTH project. All women and children have the right to live safely in their community with the necessary support and programming that second stage transitional housing can provide. PWC will work tirelessly to make this a reality for families in the District of Timiskaming.

PROJECT VISION

THE GOAL

PWC will create a new facility for women and children fleeing violence that includes eight to ten second stage transitional housing units and up to ten emergency shelter beds. The new project will offer a high level of security, wrap around supports and access to services, and plenty of outdoor green space for survivors of violence in the District of Timiskaming. PWC will create a welcoming home for women to be safe and receive support and time to heal from trauma.

OBJECTIVES



Safety and Security



Wraparound Supports and Access to Services



Outdoor Green Space



Pet-Friendly Design



Cultural Inclusivity

SITE CRITERIA

PWC is currently exploring land opportunities. The following are the site criteria for the project.

- **Public Transportation Access:** Preferably located on a public transit line for accessibility.
- **Access to Services:** Within walking distance or timely transit to supportive services.
- **Walkable Neighborhood:** Located in a walkable area with access to amenities.
- **Proximity to PWC Services:** Accessible by walking or timely transit to the existing site.
- **Appropriately Zoned:** Ensure zoning permits the envisioned project.
- **Funding Accessibility:** Located on a site eligible for funding opportunities.
- **Affordably Priced:** Site affordability to align with project budget.
- **Parcel Size:** Adequate size for project conception and development, dependent on the scenario.
- **Outdoor Amenity Space:** Availability of outdoor space for amenities and green areas.

PROJECT DESCRIPTION

Capital

Pavilion Women's Centre is currently exploring two scenarios to address the need for second stage transitional housing.

Scenario 1: Ten Shelter Beds & Ten SSTH Units

This project is envisioned as a replacement of the existing emergency shelter and adding second stage units all within one new building.

The emergency shelter units would be a mix of six single occupancy rooms and four double occupancy rooms with four shared washrooms.

There would be a mix of three, one-bedroom units, three two-bedroom units, three three-bedroom units, and one four-bedroom unit for second stage. These units would be pet friendly.

The common space would include a community room with a kitchen, healing room, childcare support, communal laundry room for second stage residents, and pet housing for emergency shelter residents.

There would also be office space for staff to provide crucial services to clients on-site.

SSTH Units.....	6,800 ft ²
Shelter Beds.....	3,200 ft ²
Common Spaces.....	2,350 ft ²
Offices.....	2,200 ft ²
Building Services.....	450 ft ²
Circulation.....	3,000 ft ²

TOTAL.....18,000 ft²

Scenario 2: Eight SSTH Units

This project is envisioned as extending the continuum of care provided by PWC by creating second stage units in a separate building from the existing emergency shelter.

There would be a mix of three one-bedroom units, two two-bedroom units, two three-bedroom units, and one four-bedroom unit.

The common space would include a community room with a kitchen, healing room, childcare support, and a communal laundry room.

There would also be office space for staff to provide crucial services to clients on-site.

SSTH Units.....	5,350 ft ²
Common Spaces.....	2,000 ft ²
Offices.....	1,160 ft ²
Building Services.....	450 ft ²
Circulation.....	1,792 ft ²

TOTAL.....10,752 ft²

PROJECT DESCRIPTION

Operational

PWC envisions the new building will provide trauma-informed housing support, case management, and life skills training, all designed to empower residents as they transition toward independent living. Essential onsite services will address immediate needs, such as access to health services, child care, and social supports, while fostering community connections. PWC's multi-purpose approach will bring a diversity of programs under one roof, ensuring that each resident receives the wrap-around support needed to heal and thrive.

The shelter's design and layout will reflect a commitment to flexibility, privacy, and cultural inclusivity. Residents will have access to shared quiet spaces, such as a cultural or smudging room, and also benefit from social support groups in the dedicated community room. For families, a children's playroom will be connected to the laundry room and shared common space to make family routines easier and safer. Staff will have private offices to offer confidential support, while spaces for community partners will allow for seamless access to external services, such as Keepers of the Circle, further supporting residents in their journey. By providing these services in an integrated setting, PWC will create a vital hub for healing, growth, and community resilience.

To ensure the long-term sustainability of the new building, PWC is actively engaging with provincial and federal partners to secure ongoing funding for operations. By developing a lean staffing model, PWC will maximize efficiencies, leveraging the resources of the existing shelter to maintain a high level of service with minimal added overhead. PWC's commitment to cost-effective operations, combined with strategic partnerships, will ensure that essential, continuous support for women and children is provided.



8 IMPACT

SSTH Project Benefits

Upon successful completion of this project, the positive impacts on women and children in the District of Timiskaming will be significant and lifelong.

1

The SSTH project will increase the continuum of supports for survivors of violence and their children, which helps them transition safely to fully independent living.

PWC's SSTH project will support and house an additional 36 women and children fleeing violence each year, on top of the services they provide to 200+ women in the community each year.

2

3

Domestic homicide rates are higher in rural areas. PWC serves over 13,000 km² of rural and northern communities in the District of Timiskaming, ensuring that folks in remote areas can access anti-violence services, including SSTH.

This project will create sustainable, affordable housing units in northern Ontario, alleviating some of the pressure of the housing crisis. The new housing will be operated by PWC - a trusted community organization with 40 years of experience.

4

5

The SSTH project will save women's and children's lives.

8 THE REQUEST

Pavilion Women's Centre respectfully requests support from the City of Temiskaming Shores Council for the new second stage transitional housing project, aimed at providing safe and secure housing for women and children fleeing violence within our community.

Specifically, we seek the Council's endorsement through supportive community messaging, which will help raise awareness and garner support for this vital project. Additionally, we would appreciate Council's assistance in providing letters of support for funding opportunities to ensure the project's success. Finally, we ask the Council to explore the possibility of donating land to serve as the site for this important project, further demonstrating the municipality's commitment to the safety and well-being of women and children fleeing violence. The municipality's support will be instrumental to the realization of this housing for families in our community.

Connect with us.

Pavilion Women's Centre

www.pavilionwc.com

PO Box 37, Haileybury, ON

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Chantal Charbonneau



City Clerk's Office

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Toronto, Ontario M5H 2N2

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Fax: 416-392-2980
e-mail:
Sylvia.Przedziecki@toronto.ca
web: www.toronto.ca

**In reply please quote:
Ref.: 24-CC23.1**

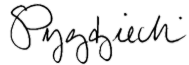
(Sent by Email)

November 18, 2024

ALL ONTARIO MUNICIPALITIES:

**Subject: New Business Item 23.1
Respecting Local Democracy and Cities (Ward All)**

City Council on November 13 and 14, 2024, considered [Item CC23.1](#) and a copy is attached for your information or appropriate action.

A handwritten signature in cursive script, appearing to read "Przedziecki".

for City Clerk

S. Przedziecki/wg

Attachment

c. City Manager

City Council

New Business - Meeting 23

CC23.1	ACTION	Amended		Ward: All
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Respecting Local Democracy and Cities

City Council Decision

City Council on November 13 and 14, 2024, adopted the following:

1. City Council express its opposition to the proposed amendments to Part XII of the Highway Traffic Act contained in Bill 212, and any related proposed regulations, both of which contradict the stated purpose of the City of Toronto Act, 2006, to allow the City to determine what is in the public interest of the city.
2. City Council request the Province to work collaboratively with cities to address congestion and road safety, and accordingly withdraw the proposed amendments to Part XII of the Highway Traffic Act contained in Bill 212.
3. City Council direct the City Solicitor to review Bill 212 and any accompanying regulations, once in force, and to report to City Council with a summary of the legislation and regulations and the potential for commencing litigation to challenge Bill 212 or the regulations.
4. City Council request the General Manager, Transportation Services, or designates, to appear before the Ontario Legislature's Standing Committee on Heritage, Infrastructure, and Cultural Policy as part of public hearings regarding Bill 212 to give testimony in accordance with the position outlined in this item.
5. City Council request the City Manager to submit written comments to Ontario's Regulatory Registry and Environment Registry of Ontario that reflect the City's positions outlined in this item, including the City's opposition to any requirement of the City to provide support in the removal of City Infrastructure approved by its democratically elected City Council.
6. City Council adopt the position that no costs associated with the amendments to Part XII of the Highway Traffic Act should be incurred or paid by the City of Toronto, including staff time, planning, design, construction, and traffic management as a result of the congestion created by the removal.
7. City Council forward this item to the Premier of Ontario, the Minister of Transportation, the Minister of Municipal Affairs and Housing, the Leader of the Official Opposition, all Ontario Members of Provincial Parliament, the Association of Municipalities of Ontario, the Ontario Big City Mayors, and all Ontario municipalities and include City Council's commitment to the right of municipalities to govern their own affairs and represent the interests of their residents and electors.

8. City Council request the Ministry of Transportation to permit the publication of the results of the Transportation Tomorrow Survey 2022 as soon as possible to facilitate the use of the study in informing collaborative consultations with cities regarding options for addressing congestion and road safety.

9. City Council direct the City Manager to report back on the feasibility of placing signs on City roads where there are traffic delays resulting from the Provincial mandate to remove bike lanes from Toronto roads and that these signs would read "This road congestion and traffic delay is the result of Premier Ford's Bill 212".

10. City Council direct that Confidential Attachment 1 to the supplementary report (November 13, 2024) from the City Manager remain confidential in its entirety, as it contains information explicitly supplied in confidence to the City of Toronto as a partner municipality in the Transportation Tomorrow Survey 2022, conducted by a consultant retained by the Ministry of Transportation of Ontario as part of a cooperative effort by local and provincial government agencies to collect information about urban travel in southern Ontario, until such time as the Transportation Tomorrow Survey 2022 is authorized to be published by the Ministry of Transportation of Ontario.

Confidential Attachment 1 to the supplementary report (November 13, 2024) from the City Manager remains confidential in its entirety in accordance with the provisions of the City of Toronto Act, 2006, as it contains information explicitly supplied in confidence to the City of Toronto as a partner municipality in the Transportation Tomorrow Survey 2022, conducted by a consultant retained by the Ministry of Transportation of Ontario as part of a cooperative effort by local and provincial government agencies to collect information about urban travel in southern Ontario, until such time as the Transportation Tomorrow Survey 2022 is authorized to be published by the Ministry of Transportation of Ontario.

Summary

The recent provincial Bill 212 seeks to overturn the decisions and work of our locally elected Toronto City Council. If passed, the Bill means one government would, at tremendous cost to the taxpayer and without collaboration, undo another government's work.

As Mayor, it is my responsibility to stand up for the decision-making authority of City Council and the expertise of our professional public service which supports that decision-making. As such, I am working with City Staff to review the City's options and will provide recommendations on this item prior to the City Council meeting on November 13, 2024.

Background Information (City Council)

(November 5, 2024) Report from the Mayor on Respecting Local Democracy and Cities (CC23.1)

<https://www.toronto.ca/legdocs/mmis/2024/cc/bgrd/backgroundfile-250054.pdf>

(November 13, 2024) Supplementary report and Attachments 2 to 5 from the City Manager on Respecting Local Democracy and Cities - Supplemental Report: Impact of Bill 212 Bike Lanes Framework (CC23.1a)

<https://www.toronto.ca/legdocs/mmis/2024/cc/bgrd/backgroundfile-250545.pdf>

Confidential Attachment 1

Communications (City Council)

(November 7, 2024) E-mail from Matthew Freedlander (CC.Supp)

(November 8, 2024) E-mail from Adam Rodgers (CC.Supp)

(November 7, 2024) E-mail from Derek van Vliet (CC.Supp)

(November 7, 2024) E-mail from Beverley Yu (CC.Supp)

(November 7, 2024) E-mail from Santiago Pacheco Perez (CC.Supp)

(November 7, 2024) E-mail from Genessa Radke (CC.Supp)
(November 7, 2024) E-mail from Jesse Knapp (CC.Supp)
(November 7, 2024) E-mail from Ernest Tam (CC.Supp)
(November 8, 2024) E-mail from Keyondre Young (CC.Supp)
(November 8, 2024) E-mail from Adam Rodgers (CC.Supp)
(November 7, 2024) E-mail from Bryn Kennedy (CC.Supp)
(November 8, 2024) E-mail from Lilia Kazberuk (CC.Supp)
(November 8, 2024) E-mail from Aaron MacLean (CC.Supp)
(November 9, 2024) E-mail from Conrad Heidenreich (CC.Supp)
(November 9, 2024) E-mail from Jack Wynne (CC.Supp)
(November 9, 2024) E-mail from Omar Khan (CC.Supp)
(November 9, 2024) E-mail from Arkady Arkhangorodsky (CC.Supp)
(November 9, 2024) E-mail from Debbie Green (CC.Supp)
(November 10, 2024) E-mail from Mike D'Agostino (CC.Supp)
(November 10, 2024) E-mail from Darren Donahue (CC.Supp)
(November 10, 2024) E-mail from Stacy Kennedy (CC.Supp)
(November 8, 2024) E-mail from Isabel Reid (CC.Supp)
(November 8, 2024) E-mail from David Eddison (CC.Supp)
(November 10, 2024) E-mail from Zachary Davis (CC.Supp)
(November 9, 2024) E-mail from Susan Ye (CC.Supp)
(November 10, 2024) E-mail from Robert J A Zaichkowski (CC.Supp)
(November 10, 2024) E-mail from Michael Ross (CC.Supp)
(November 9, 2024) Letter from Cathie Macdonald, President and Richard Steele, Board member, Deer Park Residents Group (CC.Supp)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184523.pdf>)
(November 10, 2024) E-mail from Loudon Young (CC.Supp)
(November 10, 2024) E-mail from Justin EJ Sharp (CC.Supp)
(November 10, 2024) Letter from Alison Stewart, Bicycle Mayor of Toronto (CC.Supp)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184527.pdf>)
(November 11, 2024) E-mail from David Safran (CC.Supp)
(November 11, 2024) E-mail from Caitlin Walsh (CC.Supp)
(November 12, 2024) E-mail from Catherine Clark (CC.Supp)
(November 9, 2024) E-mail from Alex Bonenfant (CC.Supp)
(November 10, 2024) E-mail from Cameron MacDonald (CC.Supp)
(November 10, 2024) E-mail from Holly Reid (CC.Supp)
(November 10, 2024) E-mail from M. Kalocilja (CC.Supp)
(November 10, 2024) E-mail from Leona Laird (CC.Supp)
(November 10, 2024) E-mail from Kenneth Brown (CC.Supp)
(November 10, 2024) E-mail from Jenny Sin (CC.Supp)
(November 10, 2024) E-mail from Jane Auster (CC.Supp)
(November 10, 2024) E-mail from Elizabeth Osborne (CC.Supp)
(November 10, 2024) E-mail from Geoff Hodgson (CC.Supp)
(November 10, 2024) E-mail from Brian Dunfield (CC.Supp)
(November 10, 2024) E-mail from John Oyston (CC.Supp)
(November 10, 2024) E-mail from Sean Cooper (CC.Supp)
(November 10, 2024) E-mail from Fernando Gonçalves (CC.Supp)
(November 10, 2024) E-mail from Gillian Bogden (CC.Supp)
(November 10, 2024) E-mail from Siobhan Fitzmaurice (CC.Supp)
(November 12, 2024) E-mail from Steve Cooke (CC.Supp)
(November 12, 2024) E-mail from Susan Raphael (CC.Supp)
(November 12, 2024) E-mail from Lee Giles (CC.Supp)
(November 12, 2024) E-mail from Melinda Rawn (CC.Supp)
(November 12, 2024) E-mail from Hamish Wilson (CC.Supp)
(November 12, 2024) E-mail from Shelly Nixon (CC.Supp)

(November 12, 2024) E-mail from Kerry Scott (CC.Supp)
(November 12, 2024) E-mail from Amanda Parcher (CC.Supp)
(November 12, 2024) E-mail from Elizabeth Hallerman (CC.Supp)
(November 12, 2024) E-mail from Ralph Callebert (CC.Supp)
(November 10, 2024) E-mail from Ryan Mumby (CC.Supp)
(November 10, 2024) E-mail from Gray E Taylor (CC.Supp)
(November 10, 2024) E-mail from Alexander Saxton (CC.Supp)
(November 10, 2024) E-mail from Lisa Bonney (CC.Supp)
(November 10, 2024) E-mail from David Nash (CC.Supp)
(November 10, 2024) E-mail from Tim Morawetz (CC.Supp)
(November 10, 2024) E-mail from James Deutsch (CC.Supp)
(November 10, 2024) E-mail from Linda Rowe (CC.Supp)
(November 10, 2024) E-mail from Michael Chung (CC.Supp)
(November 10, 2024) E-mail from Kathy Chung (CC.Supp)
(November 10, 2024) E-mail from Harold Smith (CC.Supp)
(November 10, 2024) E-mail from Dawn Scarrow (CC.Supp)
(November 10, 2024) E-mail from Steve Clayman (CC.Supp)
(November 10, 2024) E-mail from David Johnson (CC.Supp)
(November 11, 2024) E-mail from Jan Gould (CC.Supp)
(November 11, 2024) E-mail from Emily Tate (CC.Supp)
(November 11, 2024) E-mail from Rebecca Southgate (CC.Supp)
(November 12, 2024) E-mail from Hamish Wilson 2 (CC.Supp)
(November 12, 2024) E-mail from Charlotte Graham (CC.Supp)
(November 12, 2024) E-mail from Elizabeth Hallerman, BeRationalTO (CC.Supp)
(November 12, 2024) E-mail from JJ. Fueser (CC.Supp)
(November 12, 2024) E-mail from Linda Brett, President, Bloor Street East Neighbourhood Association (CC.Supp)
<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184636.pdf>
(November 12, 2024) E-mail from Cait and Ty (CC.Supp)
(November 10, 2024) E-mail from Yuen Chua (CC.Supp)
(November 10, 2024) E-mail from Karen Wyler (CC.Supp)
(November 10, 2024) E-mail from Noreen Jamal (CC.Supp)
(November 10, 2024) E-mail from Piotr Sepski (CC.Supp)
(November 10, 2024) E-mail from Lauren McVittie (CC.Supp)
(November 10, 2024) E-mail from Alice Baujet (CC.Supp)
(November 10, 2024) E-mail from Linh Tran (CC.Supp)
(November 10, 2024) E-mail from Theresa Campbell (CC.Supp)
(November 10, 2024) E-mail from Filip Matovina (CC.Supp)
(November 10, 2024) E-mail from Greg Kozma (CC.Supp)
(November 10, 2024) E-mail from Steven Fistell (CC.Supp)
(November 10, 2024) E-mail from Jenna Blumenthal (CC.Supp)
(November 11, 2024) E-mail from Barbara Captijn (CC.Supp)
(November 11, 2024) E-mail from Hamish Wilson (CC.Supp)
(November 11, 2024) E-mail from Kevin Harris (CC.Supp)
(November 11, 2024) Letter from Mary Helen Spence and Arlene Dejardins, The Avenue Road Safety Coalition (CC.Supp)
<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184646.pdf>
(November 11, 2024) E-mail from Sharon Pel (CC.Supp)
(November 11, 2024) E-mail from Arushi Nath (CC.Supp)
(November 11, 2024) E-mail from Joe Power (CC.Supp)
(November 11, 2024) E-mail from Edward Knapp (CC.Supp)
(November 11, 2024) E-mail from Janet Lin (CC.Supp)
(November 12, 2024) E-mail from John Shea (CC.Supp)
(November 10, 2024) E-mail from Alexis Venerus (CC.Supp)

(November 10, 2024) E-mail from Lois Pike (CC.Supp)
(November 10, 2024) E-mail from Christine Bear (CC.Supp)
(November 10, 2024) E-mail from Vanessa Brown (CC.Supp)
(November 10, 2024) E-mail from Bruce Novakowski (CC.Supp)
(November 10, 2024) E-mail from Daphne Jackson (CC.Supp)
(November 10, 2024) E-mail from Patrick DeRochie (CC.Supp)
(November 10, 2024) E-mail from Rachael Vuong (CC.Supp)
(November 10, 2024) E-mail from Mike Kurz (CC.Supp)
(November 10, 2024) E-mail from Alex Pletsch (CC.Supp)
(November 10, 2024) E-mail from David Simmons (CC.Supp)
(November 10, 2024) E-mail from Dana Snell (CC.Supp)
(November 11, 2024) E-mail from Betty De Groot (CC.Supp)
(November 11, 2024) E-mail from Kevin McIntosh (CC.Supp)
(November 11, 2024) E-mail from Frank Siciliano (CC.Supp)
(November 11, 2024) E-mail from Parker Bloom (CC.Supp)
(November 11, 2024) E-mail from John Lloyd (CC.Supp)
(November 11, 2024) E-mail from Peter Osborne (CC.Supp)
(November 11, 2024) E-mail from Alina Iordache (CC.Supp)
(November 11, 2024) E-mail from Robert Fuller (CC.Supp)
(November 11, 2024) E-mail from Charles Kime (CC.Supp)
(November 11, 2024) E-mail from Barbara Captijn (CC.Supp)
(November 11, 2024) E-mail from Susan Stock (CC.Supp)
(November 11, 2024) E-mail from Chad Mohr (CC.Supp)
(November 11, 2024) E-mail from Ive Viksne (CC.Supp)
(November 11, 2024) E-mail from Nelson Torres De Miranda (CC.Supp)
(November 11, 2024) E-mail from Michael Dawn (CC.Supp)
(November 11, 2024) E-mail from Ilana Newman Hernandez (CC.Supp)
(November 11, 2024) E-mail from Erin Marchak (CC.Supp)
(November 11, 2024) E-mail from Lauri Lintott (CC.Supp)
(November 11, 2024) E-mail from Joseph Pauker (CC.Supp)
(November 11, 2024) E-mail from Lisa Kristensen (CC.Supp)
(November 11, 2024) E-mail from Kevin Carmona-Murphy (CC.Supp)
(November 11, 2024) E-mail from Tim Lynch (CC.Supp)
(November 11, 2024) E-mail from Felix Whitton (CC.Supp)
(November 11, 2024) E-mail from Julia M Swiggum (CC.Supp)
(November 11, 2024) E-mail from Elizabeth Chrumka (CC.Supp)
(November 11, 2024) E-mail from Lola Landekic (CC.Supp)
(November 11, 2024) E-mail from John Hallerman (CC.Supp)
(November 11, 2024) E-mail from Prasann Patel (CC.Supp)
(November 11, 2024) E-mail from Dan Reisler (CC.Supp)
(November 11, 2024) E-mail from David Townley (CC.Supp)
(November 11, 2024) E-mail from Virginia Trieloff (CC.Supp)
(November 12, 2024) E-mail from Caitlin Walsh (CC.Supp)
(November 11, 2024) E-mail from Caitlin Walsh (CC.Supp)
(November 12, 2024) E-mail from Angela Zehr (CC.Supp)
(November 11, 2024) E-mail from Jay D Gould (CC.Supp)
(November 11, 2024) E-mail from Jan Gould (CC.Supp)
(November 11, 2024) E-mail from Grant Oyston (CC.Supp)
(November 11, 2024) E-mail from Carol Gray (CC.Supp)
(November 12, 2024) Letter from Isaac Berman, Co-Chair, Palmerston Residents' Association (CC.Supp)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184683.pdf>)
(November 11, 2024) E-mail from Frances Gallop (CC.Supp)
(November 11, 2024) E-mail from Cameron Tedford (CC.Supp)

(November 12, 2024) E-mail from Candace Hart (CC.New)
(November 12, 2024) E-mail from Patrick Dias (CC.Supp)
(November 12, 2024) E-mail from Emelia Zamidar (CC.New)
(November 12, 2024) E-mail from Tyler McGraw (CC.New)
(November 12, 2024) Letter from Michael Longfield, Executive Director, Cycle Toronto (CC.New)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184728.pdf>)
(November 12, 2024) E-mail from Barry Pickford (CC.New)
(November 12, 2024) E-mail from L. Spring (CC.New)
(November 12, 2024) E-mail from Sandra Dosen (CC.New)
(November 12, 2024) E-mail from Luis Ledesma (CC.New)
(November 12, 2024) E-mail from John Leeson (CC.New)
(November 12, 2024) E-mail from Kimberly Hinton (CC.New)
(November 12, 2024) E-mail from Linda Nicolson (CC.New)
(November 12, 2024) E-mail from Donna Patterson (CC.New)
(November 12, 2024) E-mail from Michael Szego (CC.New)
(November 12, 2024) Letter from Marjorie Nichol, On behalf of Yonge4All (CC.New)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184725.pdf>)
(November 12, 2024) Letter from Lee Scott, on behalf of the Steering Committee, Walk Toronto (CC.New)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184753.pdf>)
(November 12, 2024) E-mail from Ingrid Doucet (CC.New)
(November 11, 2024) E-mail from Arushi Nath (CC.Supp)
(November 12, 2024) E-mail from Pamela Hardie (CC.New)
(November 12, 2024) E-mail from Pamela Hardie 2 (CC.New)
(November 13, 2024) Multiple Communications from 2,139 Individuals (CC.New)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184764.pdf>)
(November 12, 2024) E-mail from Peter Lindley (CC.New)
(November 12, 2024) E-mail from Norman Di Pasquale (CC.New)
(November 12, 2024) E-mail from Hilary Stone (CC.New)
(November 12, 2024) E-mail from Angela Dale (CC.New)
(November 12, 2024) E-mail from John Shea (CC.New)
(November 12, 2024) E-mail from Aaron Matthews (CC.New)
(November 13, 2024) E-mail from Aleksuei Riabtsev (CC.New)
(November 13, 2024) E-mail from Diana Arteaga (CC.New)
(November 13, 2024) E-mail from Maria Boyad (CC.New)
(November 12, 2024) E-mail from Jay Scott (CC.New)
(November 12, 2024) E-mail from Laura Lindberg (CC.New)
(November 12, 2024) E-mail from Heather Hatch (CC.New)
(November 12, 2024) E-mail from Peter Low (CC.New)
(November 13, 2024) E-mail from Rosalie Lam (CC.New)
(November 13, 2024) E-mail from Edik Zwarenstein (CC.New)
(November 13, 2024) E-mail from Darren Donahue (CC.New)
(November 13, 2024) E-mail from Tom Henheffer (CC.New)
(November 13, 2024) E-mail from Jeff Wintersinger (CC.New)
(November 13, 2024) E-mail from Katherine Sawicka (CC.New)
(November 13, 2024) E-mail from Billy Leung (CC.New)
(November 13, 2024) E-mail from Stewart Ellis (CC.New)
(November 13, 2024) E-mail from Andrew Hurlbut (CC.New)
(November 13, 2024) E-mail from Paromita Nakshi (CC.New)
(November 13, 2024) E-mail from Jennifer Dickie (CC.New)
(November 14, 2024) Letter from Geoff Kettel and Cathie Macdonald, Co-Chairs, FoNTRA (CC.New)
(<https://www.toronto.ca/legdocs/mmis/2024/cc/comm/communicationfile-184819.pdf>)

1. CALL TO ORDER

The meeting was called to order at 4:46 p.m.

2. ROLL CALL

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

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Under Section 10 – New Business – E-Bikes/E-Scooters

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation ATC-2024-004

Moved by: Councillor Ian Graydon

Be it resolved that:

The Active Travel Committee agenda for the May 13, 2024, meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation ATC-2024-005

Moved by: Councillor Nadia Pelletier-Lavigne

Be it resolved that:

The Active Travel Committee minutes for the March 25, 2024, meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

8. UNFINISHED BUSINESS

a) Recreation Department Update

Recreation staff provided a general department update in items such as the annual Bike Exchange, the Active Travel Programmer position, the installation of new bike racks, STATO extension via Laurette St., and the upcoming recreation programs. Bike Month and Recreation Month are upcoming in June. Staff have been working on the Cycling Guide which will be available to the public.

b) Public Works Update

Street sweeping and sidewalk repairs are well underway. The Public Works department will be cleaning areas of the STATO trail that require additional work before the bollards are installed.

c) Data Collection

The Trail Counter reports been updated with the latest data; and the reports will be available on the City's website.

d) Lakeshore Rd / Lowry St

The Committee discussed different scenarios to address some of the concerns along Lakeshore Road relating to traffic speed, the STATO trail, and the passing lanes. A suggestion from the discussion is to relocate the beginning of the double lane by 30-40 metres to the north of its current location. The Committee would like to continue discussions on further changes that can be implemented in this area of roadway such as centre line bollards, speed reductions, and a lane reduction.

Recommendation ATC-2024-006

Moved by: Erin Little

Be it resolved that:

The Active Travel Committee hereby supports the suggested modifications to the northbound passing land on Lakeshore Road and Lowry Street in Haileybury.

CARRIED

9. NEW BUSINESS

a) E-Bikes /E-Scooter

Committee member Elizabeth Morland stated the City may want to start considering messaging and By-Law regulations around E-Bikes and E-Scooters. E-Bikes are classified in various categories based on the speed they can travel. There are many considerations such as speed they could travel, where they can travel, helmets, age limits, etc. To start, the city could start with some more public awareness and messaging.

10. SCHEDULE OF MEETINGS
October 28, 2024

11. ADJOURNMENT

Recommendation ATC-2024-007
Moved by: Councillor Ian Graydon

Be it resolved that:
The Active Travel Committee meeting is adjourned at 6:02 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 4:48 p.m.

2. ROLL CALL

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

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation ATC-2024-008

Moved by: Tricia Anderson

Be it resolved that:

The Active Travel Committee agenda for the October 28, 2024 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation ATC-2024-009

Moved by: Nadia Pelletier-Lavigne

Be it resolved that:

The Active Travel Committee minutes for the May 13, 2024 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

None

8. UNFINISHED BUSINESS

a) Recreation Department Update

Matt Bahm provided an update on the completion of the STATO trail connection along Albert Street; and will look to add a walker symbol to this area of the trail and other areas as well. The trail was also extended in Dymond to connect from the rear of St. Michel school to the existing trail. The City will also be looking for additional 'slow down' signs to place in various locations. Matt also highlighted the recent change to the STATO trail along Lakeshore Road / Lowry Street which assisted in widening the trail, and the installation of the new style bollards.

Jeff Thompson spoke about the summer programming that took place including the Bike Safety courses, Poke Man in the park, and the Bike Across Canada initiative. Staff also completed the installation of new bike racks at the Haileybury Beach and Rotary Splash Pad. The Active Travel Programmer summer student position was successfully filled and the City will look to obtain that funding again moving forward.

The 2024 Bike Exchange was held at the Haileybury Pavilion and was another successful event. At this time, the donated bicycles that will be collected will be placed in a garage in Dymond that is currently being used for storage. This will allow staff and volunteers to work on the bicycles through the winter, completing the necessary tune-ups and repairs before next years event. The donation drive for the 2025 event will be held the first weeks of November.

b) Public Works Update

Matt Bahm reported on the implementation of a Vision Zero Policy for the City, which will be shared with the Committee following the meeting. The Policy is a general guideline document and is meant to be used to consider all road users when making changes to our road networks. The 2024-2025 Winter Operations plan is now in place and additional sidewalk clearing has been included for this season including additional areas in downtown Haileybury and in New Liskeard in the Edith Street area.

c) Trail Counter - Data Collection

The Committee was provided with an updated data collection report for the trail counters. This information will be posted on the City's website.

9. NEW BUSINESS

a) Lakeshore Rd / Lowry St

The City will be looking to create additional space for the STATO trail along Lakeshore Road/Lowry Street area as part of the 2025 budget. This project will include the removal of the curb and cable barrier to create a wider space and continue to the bumping out of the start of the passing lane.

b) 2025 Budget

One of the main items in the 2025 budget is the implementation of some of the Downtown Traffic study recommendations in the New Liskeard area and recommendations from the Active Travel plan in the Haileybury area. There will be engineering work required to complete the missing links on the STATO trail from North Cobalt to Haileybury. Staff is also considering a Tree Canopy project and the installation of bike lanes in the Dawson Point area, if additional funding can be secured.

10. SCHEDULE OF MEETINGS

March 24, 2025

May 26, 2025

October 27, 2025

11. ADJOURNMENT

Recommendation ATC-2024-010

Moved by: Nadia Pelletier- Lavigne

Be it resolved that:

The Active Travel Committee meeting is adjourned at 5:59 p.m.

CARRIED



ALL AGE FRIENDLY COMMUNITY COMMITTEE MINUTES

Thursday May 23rd, 2024 - 2:00 PM

City Hall – Haileybury Boardroom/Teams

Chair – Gord Brock

1. CALL TO ORDER

Meeting called to order at 2:00 p.m.

2. ROLL CALL

PRESENT:	Councillor Ian Graydon Gordon Brock – Community Representative Lorna Desmarais – Public Health Promoter – Timiskaming Health Unit Monique Chartrand – Executive Director Victim Services Kim Peters – Community Representative Karen Dorland – Community Representative Judy Lee – Community Representative Darlene Kant – Community Representative Sandra Lowe – Community Representative Janice Labonte – Accessibility Committee Matt Bahm – Staff Resource Jeff Thompson – Staff Resource Lynn Julien – Staff Resource Yvonne Walford, Alzheimer's Society - Guest Speaker Kelly Conlin- Committee Secretary
REGRETS:	Jan Edwards; Suzanne Fournier Jesse Foley; Monique Chartrand, Karli Hawken

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. APPROVAL OF AGENDA

Moved by: Ian Graydon

Seconded by: Kim Peters

That the agenda for May 23rd, 2024 Age Friendly Community Committee meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Ian Graydon

Seconded by: Sandra Lowe

That the meeting minutes of the March 28th,2024 Age Friendly Community Committee be approved as printed.

CARRIED

7. DELEGATIONS

None

8. UNFINISHED BUSINESS

a) Committee Logo

The Committee preferred the logo with the frame.

b) Progress Report Items

Moving forward with Age Friendly Business, staff requested Yvonne Walford of the Alzheimer's Society to speak to the Committee on Dementia Friendly Communities – *Finding your Way* Training Session that is available to employers and community partners. The training covers items such as Safety, Communications, Transportations and Risk for those who live with Dementia in our communities. The training is available for free and is available online. If businesses have a certain number of employees trained, they can become identified as a Dementia friendly location. Yvonne highlighted some of the services available for caregivers through the Alzheimer's Society.

Lynn has also included an Age Friendly survey that was developed for local businesses. The Committee discussed the best way to have the businesses complete the survey and hosting an education session afterwards to reveal the findings. Staff will reach out to the BIA and Chamber to gather a list of businesses.

9. NEW BUSINESS

a) Seniors Inclusive Community Grant Application

Staff have submitted a funding application to purchase two Moby mats which are to be used on uneven ground and sand to grant access to the beach areas. Included in the application was also a request for a waterwheel chair for the beach. At this time, just one waterwheel chair will be available at the New Liskeard beach. The Moby mats will be located at both the New Liskeard and Haileybury Beach areas.

10.COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION

Seniors Active Living Fair – Thursday, October 3, 2024 – currently we have Bioped and Footcare nurse for presenters at the event.

Seniors Community Grant – No update on the funding application.

Timiskaming Elders Task Force - Three Spring Fling events: Englehart, Kirkland Lake and Haileybury will be hosting these events.

Indoor Walking Update - No update - Ongoing

Lioness Club – June 14, 15, 2024 - Annual garage sale

11.NEXT MEETING DATES

September 26th, 2024

November 28th, 2024

12.ADJOURNMENT

Moved by: Janice Labonte

Be it resolved that the Age Friendly Community Committee hereby adjourns at 3:19 p.m.

CARRIED



ALL AGE FRIENDLY COMMUNITY COMMITTEE MINUTES

Thursday, September 26, 2024

City Hall – Haileybury Boardroom/Teams

Chair – Gord Brock

1. CALL TO ORDER

Meeting called to order at 2:10 p.m.

2. ROLL CALL

PRESENT:	Monique Chartrand – Executive Director Victim Services (Acted as Chair) Kim Peters – Community Representative Karen Dorland – Community Representative Judy Lee – Community Representative Darlene Kant – Community Representative Sandra Lowe – Community Representative Lynn Julien – Staff Resource Kelly Conlin- Committee Secretary
REGRETS:	Ian Graydon, Gordon Brock, Lorna Desmarais, Janice Labonte Suzanne Fournier, Karli Hawken, Matt Bahm, Jeff Thompson

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

New Business Item 9 c) Meeting Structure

4. APPROVAL OF AGENDA

Moved by: Sandra Lowe

Seconded by: Karen Dorland

That the agenda for September 26, 2024, All Age Friendly Community Committee meeting agenda be approved as amended.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Karen Dorland

Seconded by: Sandra Lowe

That the meeting minutes of the May 23, 2024 All Age Friendly Community Committee meeting be approved as printed.

CARRIED

7. DELEGATIONS

None

8. UNFINISHED BUSINESS

a) Age Friendly Business Survey

The Committee was provided with an updated survey that will be circulated to area businesses. The survey asks if the businesses are interested in becoming an age friendly designated business. In the event the business is interested, there would be an information session. An Evaluation plan was also provided to assess the interested businesses. The information session would also talk about any barriers that may be in play that would limit a business from becoming Age Friendly and what supports we could put in place to assist them. The survey could be provided electronically via Survey Monkey and/or emailed to the businesses. The goal is to have this released early (January) in 2025. Lynn will reach out to the Chamber to see if they could email to members and include it in the newsletter.

b) Seniors Inclusive Community Grant Update

Lynn Julien advised the Committee that the City received the funding requested to purchase the accessible Mobi mats for both the New Liskeard and Haileybury beach areas. The Mobi mats allow for an accessible path that can be used by anyone that requires a smooth wide surface to access the beach area. The funding will also be used to purchase a water wheelchair.

9. NEW BUSINESS

a) Seniors Active Living Fair

The Active Living Fair is scheduled for October 3rd at Northern College. Guest speakers include a dental hygienist, a representative for DTSSAB who will speak about Seniors Housing and the Community Paramedic Program. Bio-Ped and a footcare nurse will also be speaking about lower limb care. Timiskaming Home Support will be catering and there will also be live

entertainment. Temiskaming Hearing Clinic will also be there and able to conduct hearing tests. Currently, we have 19 exhibitors, 120 participants.

b) Seniors Active Living Centre Grant Application

Lynn updated the Committee on the application status. In the event we are successful, we would be recognized as a Senior Active Living Centre, which allows us to apply for additional funding. We should be made aware if we were successful early in 2025.

c) Meeting Structure

Lorna Desmarais has suggested that the structure of the meeting to split to cover both population groups; the Youth population and the Seniors population. The Committee thought this would be a good approach to future meetings starting in 2025.

10. COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION

Committee Member Sandra Lowe commented on the recent Day on the Farm event held at Breault's Family Farm.

11. NEXT MEETING DATES

Thursday, November 28th, 2024

12. ADJOURNMENT

Moved by: Sandra Lowe

Seconded by: Karen Dorland

Be it resolved that the All-Age Friendly Community Committee meeting hereby adjourns at 2:56 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 3:02 p.m.

2. ROLL CALL

PRESENT:	Councillor Ian Graydon (Chair) Councillor Nadia Pelletier-Lavigne Maria McLean, Public Appointee Jamie Dabner, Public Appointee Paul Cobb, Public Appointee Matt Bahm, Director of Recreation Kristen Harburn, Energy and Climate Change Coordinator
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CCC-2024-007

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee agenda for the October 10, 2024 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CCC-2024-008

Moved by: Nadia Pelletier-Lavigne

Be it resolved that:

The Climate Change Committee minutes for April 4, 2024, meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATION

N/A

8. UNFINISHED BUSINESS

a) Director's Update

Matt Bahm provided the Committee with a verbal update on Climate Change projects.

b) Building Decarbonization Feasibility Study Update

Building visits and workshops have been underway and the study is progressing well. The deadline for completion is the end of November.

c) Energy & Climate Change Coordinator Update

Energy Conservation and Demand Management Plan 2024-2029

The plan is complete and was posted to the City's website prior to the July 1st deadline. This plan is meant to be reviewed and updated every 5 years.

FCM Municipal Fleet Electrification Study

An application has been submitted in hopes to explore the feasibility of transferring the entire municipal fleet to zero emissions vehicles. The funding would cover up to 80% of the total cost of the study. A funding decision will be made in 4-6 months. The study must be complete before eligibility overall is determined.

FCM Growing Canada's Community Canopies (GCCC) Tree Planting Program

A Tree Planting Program pre-application to plant 100 native trees across the City has been submitted. Public Works is working with a landscape architect to submit the full application. If successful, the goal is to start planning in June 2025. Public Works is taking the lead on this project. Areas include Algonquin Beach Park, and both downtown areas. The funding will cover the cost of the Landscape Architect to help with ensuring the planting is successful.

Progress on EV ChargeON Program

There has been no decision on the Level 3 charger funding request. Project start has been delayed to the Spring of 2025.

Level 2 EV Chargers for Temiskaming Shores

Due to the delay with the funding request for the Level 3 charger, funds have been reallocated within the budget to install 3 (three) Level 2 chargers which will be installed at the Don Shepherdson Memorial Arena, Temiskaming Shores Library and the Dymond Complex. Installation will be in the coming weeks. The City was also contacted by Tesla who is considering installing a super charger in our area.

Green and Inclusive Community Buildings (GICB) Program

The City will be submitting an application to this funding program for the Pool Fitness Centre. The City did engage Walter Fedy to assist with reviewing what project could be submitted. The Pool Fitness Centre is one of our highest energy-use buildings, and we expect to save approximately \$25,000 per year with the improvements, which would include the replacement of windows and doors. The total project cost would be approximately \$2 million dollars with 80% covered by the funding. The projected start date would be Spring 2026.

d) Brainstorm Session

The Committee discussed a recent decision by the Ontario Energy Board relating to Enbridge Gas expansion that was overturned by the provincial government, and the growing technology around heat pump systems as an option for home heating in northern climates.

Staff stated that we are working on several projects; and are always looking for ways to do more. The Food Cycler program was very successful, very good feedback from the participants. We are accepting waitlist names again to see if there is more interest to run an additional program.

9. NEW BUSINESS

N/A

10. MEETING SCHEDULE

December – Date TBD

11. ADJOURNMENT

Recommendation CCC-2024-009

Moved by: Nadia Pelletier-Lavigne

Be it resolved that:

The Climate Change Committee meeting for October 10, 2024, is adjourned at 3:51 p.m.

CARRIED

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, October 30, 2024

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

1. Call to Order

Meeting called to order by Library Board Chair Brigid Wilkinson at 7:00 p.m.

2. Roll Call

Present: Chair Brigid Wilkinson, Vice Chair Erin Little, Nadia Pelletier-Lavigne, Jule Booth, and CEO Rebecca Hunt in person. Sarah Bahm, Erica Burkett and Thomas McLean via zoom.

Regrets: Melanie Ducharme, Joyce Elson.

Members of the Public: 0

3. Adoption of the Agenda

Motion #2024-36

Moved by: Erin Little

Seconded by: Nadia Pelletier-Lavigne

Be it resolved that the Temiskaming Shores Public Library Board accepts the October 30, 2024 agenda as presented.

Carried.

Additions: None.

4. Declaration of conflict of interest: None.

5. Adoption of the Minutes

Motion #2024-37

Moved by: Nadia Pelletier-Lavigne

Seconded by:

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, September 25, 2024 as presented.

Carried.

6. Business arising from Minutes: None.

7. Correspondence:

- a. From Soloman Fulson. Re: thank you for May Ball Bursary.

8. Secretary–Treasurer’s Report

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

Library CEO’s Report

October 11, 2024

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

CJTT Chats: The chats are scheduled for November 6, and December 11.

DTSSAB: I participated in DTSSAB’s Key Informant Interviews on Housing and Homelessness on October 2nd. Chris Gorman from OrgCode interviewed me for contributions to DTSSABs Housing and Homelessness plan.

Committees: I have been invited to sit on a Collaborative Communications committee that is being organized by DTSSAB, with stakeholders such as the THU, CMHA, Chamber of Commerce, TTF, NEOFACS and others.

Courses: I am continuing to take the French as a Second Language courses.

Grants:

PLOG: I have submitted the Public Library Operating Grant application.

Inter-Library Loan Migration: Our ILL Clerk and I continue to take training for the migration to the new system. So far it still looks like our live date will be November 12. In order to be able to practice with the new system and clear our outstanding items in circulation from the old system, we will suspend ILL borrowing starting November 1, 2024.

Northern Lights Library Network: A meeting has been scheduled for November 18

Partnerships:

Digital Health Connect: Oliver Aygun, the Blanche River Health Services coordinator from Digital Health Connect will be attending the next Northern Lights Library Network meeting to discuss the partnership with other regional libraries.

DTSSAB/Zack's Crib: Staff from Zack's Crib have been visiting the library on a regular basis. This is great for library staff, who can connect them with people we are concerned about.

Planet Youth—Timiskaming South Committee: I am continuing to attend the Planet Youth meetings when possible. Our Library Page has shown interest in attending as well, and in hosting some activities for youth in the library.

Workplace Inspections: The First Aid training is still needed for one staff member and we hope to have it scheduled soon. In the meantime we are scheduling to be sure we always have a staff member with first aid in the building while we are open.

Finances and Statistics

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

Motion #2024-38

Moved by: Sarah Bahm

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the October 2024 Secretary-Treasurer's report, workplace inspection report and financial reports including Scotiabank statements.

Carried.

9. Committee Reports:

- a. Finance Committee: Nothing to report.
- b. Policy and Personnel Committee: Nothing to report.
- c. Strategic Planning Committee: Nothing to report.
- d. Library Services Committee: Nothing to report.

10. New Business:

- a. **Board members to lay wreaths on November 11 at ceremonies.** Several board members volunteered to do so at the ceremonies.
- b. **Report LIB-05-2024 Library Christmas Eve and New Year's Eve closing.**
Motion.

Motion #2024-39

Moved by: Nadia Pelletier-Lavigne

Seconded by: Jule Booth

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-05-2024 Library Christmas Eve and New Year's Eve closing and closes the library on Christmas and New Year's Eve.

Carried

c. Report LIB-06-2024 Treatment of Monday and Friday stat holidays. Motion.

Motion #2024-40

Moved by: Erin Little

Seconded by: Nadia Pelletier-Lavigne

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-06-2024 Treatment of Monday and Friday stat holidays and follows the recommendations as described in the report.

Carried.

11. Policy Review

a. Facilities-2 Community Use of Meeting Rooms policy. Changes.

b. Access-1 Accessibility in the Library. For review.

Motion #2024-41

Moved by: Jule Booth

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policies: Facilities-2 Community Use of Meeting Rooms and Access-1 Accessibility in the Library as amended.

Carried

12. Adjournment

Next meeting: There was discussion on the date of the next meeting. It was decided that it will be held on Wednesday, December 4, 2024 at 7:00 at the library and zoom

Adjournment by Nadia at 7:48 p.m.

Chair –

**TEMISKAMING SHORES O.P.P. DETACHMENT BOARD
INAUGURAL MEETING**

MINUTES

OCTOBER 9, 2024 – 1:00 P.M.

Haileybury Boardroom – City Hall

1. OPENING OF THE MEETING/ROLL CALL

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

PRESENT: Jeff Laferriere, Danny Whalen, Monique Chartrand, Tyler Twarowski,
and Rollie Allaire

ALSO

PRESENT: Detachment Commander Ryan Dougan, OPP; Staff Sergeant Mike
Pigeau, OPP; Mitch McCrank, Manager of Transportation Services
and Kelly Conlin, Board Secretary

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT: None

2. SWEARING OF OATH BY BOARD MEMBERS

- Jeff Laferriere
- Danny Whalen
- Tyler Twarowski
- Monique Chartrand
- Rollie Allaire (Oath taken at an earlier date)

3. ELECTING AND APPOINTING CHAIR AND VICE CHAIR

Monique Chartrand nominated Jeff Laferriere for the position of Chair.
Danny Whalen seconded the nomination. Jeff Laferriere accepted the nomination.

Monique Chartrand nominated Tyler Twarowski for the position of Vice Chair.
Danny Whalen seconded the nomination. Tyler Twarowski accepted the
nomination.

Resolution No. 2024-001

Moved by: Monique Chartrand

Seconded by: Rollie Allaire

Be it resolved that Jeff Laferriere be appointed as Chair of the Temiskaming Shores O.P.P. Detachment Board pursuant to Section 36 of the Community Safety and Policing Act, 2019; and further that Tyler Twarowski be appointed as Vice-Chair of the Temiskaming Shores O.P.P. Detachment Board pursuant to Section 36 of the Community Safety and Policing Act, 2019.

CARRIED**4. LAND ACKNOWLEDGEMENT****Read by the Chair:**

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 value.

5. APPROVAL OF AGENDA*Resolution No. 2024-002*

Moved by: Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that the agenda for the October 9, 2024 Temiskaming Shores O.P.P. Detachment Board be approved as printed.

CARRIED**6. APPROVAL OF MINUTES**

None

7. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

8. PRESENTATIONS/DELEGATIONS

None

9. CORRESPONDENCE

- a) Jennifer Williams, Ontario Association of Police Services Boards (OSPSB)

Re: OAPSB's New Database

Reference: Received for Information

- b) Steve Rideout, Municipal Policing Bureau

Re: Ratified Agreements – taking effect in 2025

Reference: Received for Information

- c) Steve Rideout, Municipal Policing Bureau

Re: 2025 Municipal Policing Billing Statement Property Count

Reference: Received for Information

- d) Erin Cowan and Steve McIntyre, Community Safety and Well-Being (CSWB) Co-Chairs

Re: CSWB and OPP Detachment Board Collaboration

Reference: Received for Information

- e) Steve Rideout, Municipal Policing Bureau

Re: Next Generation 9-1-1 Agreement

Reference: Received for Information

Resolution No. 2024-003

Moved by: Monique Chartrand

Seconded by: Rollie Allaire

Be it resolved that the Temiskaming Shores O.P.P. Detachment Board agrees to deal with Communication items 9 a) through e) according to the agenda references.

CARRIED

10. O.P.P. DETACHMENT BUSINESS**a) Detachment Report: April – August 2024**

Detachment Commander Ryan Dougan reviewed the newly formatted reports, and provided insight into areas that the Detachment would like to focus on, such as property crime and focused patrols. The Detachment also continues to work closely with their partners Canadian Mental Health Association and the Mobile Crisis Response Team. Ryan also highlighted recent and upcoming changes to staffing.

Resolution No. 2024-004

Moved by: Tyler Twarowski

Seconded by: Rollie Allaire

Be it resolved that the Temiskaming Shores O.P.P. Detachment Board acknowledges receipt of the April – August 2024 O.P.P. Temiskaming Detachment Report.

CARRIED

b) Highway 11 Closures Discussion

Mitch McCrank, Manager of Transportation Services brought forward this item for discussion with the O.P.P. as it relates to roadways within the City. There are concerns about how the City is notified when there is a Highway 11 road closure and what can be done to improve this communication to ensure the safety of traffic moving through the City during a detour. Ryan Dougan suggested this could be a district-wide discussion as there are several areas that can be affected by a Highway 11 closure and communication should be consistent across the region. It would also be beneficial to have all partners at the table, such as the Ministry of Transportation, O.P.P. and representatives from the Highway 11 communities in the Timiskaming District. In the coming weeks, City representatives are meeting with the Ministry of Transportation and can include this topic of discussion.

c) 2023-2025 O.P.P. Strategic Plan

Provided for information

11. UNFINISHED or NEW BUSINESS**a) Confirmation of Detachment Board Name**

Resolution No. 2024-005

Moved by: Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores O.P.P. Detachment Board confirms its legal name as the Temiskaming Shores O.P.P. Detachment Board.

CARRIED

b) Detachment Board Insurance – Verbal Update

Kelly Conlin, Board Secretary provided the Board with an update on acquiring insurance for the new Detachment Board. At this time, there is an option to be included in a group purchase with other Detachment Boards in the Province or obtaining coverage of our own. Once the quotes have been received, the Board will be provided with an update.

c) Draft Terms of Reference

Kelly Conlin had provided the Board with a Draft Terms of Reference prior to the meeting as requested that the Board review and provide any input or suggestions prior to the next meeting.

d) Procedural By-Law Update

Kelly Conlin provided the Board with the former Temiskaming Shores Police Services Board Procedural By-Law for their information. The By-Law will be updated to reflect the new Detachment Board information and will be reviewed and put forward for approval by the Board at an upcoming meeting.

12. BY-LAWS

None

13. CLOSED SESSION

None

14. SCHEDULE OF MEETINGS

The next meeting of the Temiskaming Shores O.P.P. Detachment Board will be scheduled for late November/early December 2024. Dates will be provided to the Board.

ITEMS FOR FUTURE MEETINGS

- 2025 Budget/Training Plan
- Temiskaming Detachment – Local Action Plan
- Presentation from CSWB Representatives

15. CONFIRMATION

Resolution No. 2024-006

Moved by: Tyler Twarowski

Seconded by: Rolie Allaire

Be it resolved that By-law No. **2024-001** being a by-law to confirm certain proceedings of the Inaugural Temiskaming Shores O.P.P. Detachment Board held on October 9, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Chair and Board Secretary and the Corporate Seal affixed thereto.

CARRIED

16. ADJOURNMENT

Resolution No. 2024-007

Moved by: Danny Whalen

Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores O.P.P. Detachment Board meeting hereby adjourns its meeting at 2:23 p.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 12:04 p.m.

2.0 ROLL CALL

PRESENT:	Councillor Pat Anderson, Town of Cobalt (Chair) Mayor Angela Adshead, Town of Cobalt Councillor Mark Wilson, Temiskaming Shores Mitch McCrank, Manager of Transportation Stephanie Leveille, Treasurer Steve Dalley, Town of Cobalt Jeff Laferriere, Mayor Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Councillor Melanie Ducharme, Temiskaming Shores

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2024-009

Moved by: Mark Wilson

Be it resolved that:

The Temiskaming Transit Committee agenda for the September 23, 2024 meeting be approved as printed.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2024-010

Moved by: Angela Adshead

Be it resolved that:

The Temiskaming Transit Committee minutes for the March 27, 2024 meeting be adopted as printed.

CARRIED

7.0 CORRESPONDENCE

None

8.0 UNFINISHED BUSINESS**a) Transit Maintenance/Mechanical Issues**

Mitch McCrank provided the Committee with an overview of recent maintenance and mechanical issues. The two new buses are slated to arrive early in 2025. The tracking system (CONSAT) is back up and running properly, allowing staff to review data in passenger counts and number of passengers at stops. Mitch will provide the Town of Cobalt with recent data on passenger counts for Cobalt for their information.

b) Rural Transit Solutions Fund

The application has been submitted, however, there is no timeframe for when we will know if we were successful in our application. Funding from this program will be used to conduct a Transit Study.

9.0 NEW BUSINESS**a) YTD – Transit Financials**

Stephanie Leveille provided the Committee with an updated 2023 year-end financial report and projections for 2024. Both Cobalt representatives expressed concerns over the increasing cost of their portion of the subsidy paid by both municipalities to operate transit, indicating that the 2023-year end adjustment cost significantly more than what was budgeted. There were several factors in 2023 that resulted in this increase to both municipal subsidies such as lack of revenue generation in early 2023, change of service provider, increased operating costs, and mechanical issues.

Angela Adshead informed the Committee that the Town of Cobalt is undertaking a Service Review and will determine if Transit is sustainable for the future of Cobalt. To assist with this review, Cobalt has asked for the ridership information for the passengers coming in and out of Cobalt versus Temiskaming Shores to ensure that their apportionment is structured as accurately as possible.

b) Canada Public Transit Fund

Mitch informed the Committee of a new stream of Transit funding for which we submitted an expression of interest. More information will be provided as it becomes available.

10.0 MEETING SCHEDULE

The next Temiskaming Transit meeting will be scheduled as required.

11.0 ADJOURNMENT

Recommendation TC-2024-011

Moved by: Mark Wilson

Be it resolved that:

The Transit Committee meeting is adjourned at 12:54 p.m.

CARRIED



The Town of The Blue Mountains Council Meeting

Title: Scott R. Butler, Executive Director, Ontario Good Roads Association and Antoine Boucher, President, Ontario Good Roads Board of Directors

Date: Monday, October 21, 2024

Moved by: Councillor McKinlay

Seconded by: Councillor Maxwell

THAT Council of the Town of The Blue Mountains receives for information the correspondence of Scott R. Butler, Executive Director, Ontario Good Roads Association and Antoine Boucher, President, Ontario Good Roads Board of Directors Re: Request for Council Consideration of Support for Resolution regarding the Establishment of an Ontario Rural Road Safety Program;
WHEREAS official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads;
AND WHEREAS, despite only having 17% of the population, 55% of the road fatalities occur on rural roads;
AND WHEREAS, rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base;
AND WHEREAS, preventing crashes reduces the burden on Ontario's already strained rural strained health care system;
AND WHEREAS, roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles;
THEREFORE, BE IT RESOLVED THAT the Town of The Blue Mountains requests that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead. It will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and
FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Hon. Prabmeet Sarkaria, Minister of Transportation, Hon. King Surma, Minister of Infrastructure, Hon. Rob Flack, Minister of Agriculture, Hon. Lisa Thompson, Minister of Rural Affairs, Hon. Trevor Jones, Associate Minister of Emergency Preparedness and Response, and Hon. Sylvia Jones, Minister of Health, and Good Roads; and
FURTHER THAT this resolution be circulated to all municipalities in Ontario requesting their support.

YES: 6

NO: 0

CONFLICT: 0

ABSENT: 1

The motion is Carried

YES: 6

Mayor Matrosovs
Councillor McKinlay

Councillor Ardiel
Councillor Porter

Councillor Hope

Councillor Maxwell

NO: 0

CONFLICT: 0

ABSENT: 1

Deputy Mayor Bordignon

From: Scott Butler <scott@goodroads.ca>
Sent: Wednesday, October 9, 2024 12:07 PM
To: Town Clerk <townclerk@thebluemountains.ca>
Subject: Establishment of an Ontario Rural Road Safety Program

Good Roads

Wednesday, October 09, 2024

To: Town of The Blue Mountains Head of Council and Council Members

Sent via email to: townclerk@thebluemountains.ca

Subject: Establishment of an Ontario Rural Road Safety Program

Too many Ontarians are being seriously injured or killed on our roads.

In 2023, there were 616 people killed and 36,090 people injured. The number of fatalities is up nearly 20% in the last ten years.

In 2021, the most recent year of complete data from MTO's *Ontario Road Safety Annual Report* (ORSAR), there were 561 fatalities – 426 of which occurred on municipal roads. While rural Ontario only represents 17% of the province's population, 55% of these deaths occurred on rural roads. By any measure, Ontario's rural roads are disproportionately more dangerous.

At the same time, municipal insurance premiums continue to increase. With no plausible reform being considered for joint and several liability, municipalities need to find innovative means for managing risk, particularly on their roadways,

To deal with this crisis, Good Roads has designed a multifaceted rural road safety program and have been in discussions with the Ministry of Transportation to fund it. The program would target a municipality's most dangerous roads, perform road safety audits, and install modern safety infrastructure that prevents serious injuries and save lives. This program is designed to be cost effective while also providing rural municipalities with a direct means for addressing risk associated with their roadways.

Good Roads has proposed leading a five-year \$183 million program that leverages our 131 years of municipal road expertise and our industry partnerships to quickly put in place the solutions that will address some of Ontario's most dangerous roads.

Good Roads is seeking support to address these preventable tragedies.

If the Town of The Blue Mountains would be interested in pursuing this, a Council resolution similar to the example below should be adopted and sent to the Premier and the Minister of Transportation:

WHEREAS official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads;

AND WHEREAS, despite only having 17% of the population, 55% of the road fatalities occur on rural roads;

AND WHEREAS, rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base;

AND WHEREAS, preventing crashes reduces the burden on Ontario's already strained rural strained health care system;

AND WHEREAS, roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles;

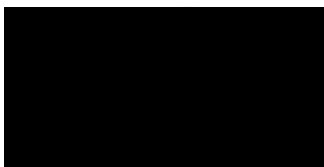
THEREFORE, BE IT RESOLVED THAT the Town of The Blue Mountains requests that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead. It will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Hon. Prabmeet Sarkaria, Minister of Transportation, Hon. King Surma, Minister of Infrastructure, Hon. Rob Flack, Minister of Agriculture, Hon. Lisa Thompson, Minister of Rural Affairs, Hon. Trevor Jones, Associate Minister of Emergency Preparedness and Response, and Hon. Sylvia Jones, Minister of Health, and Good Roads; and

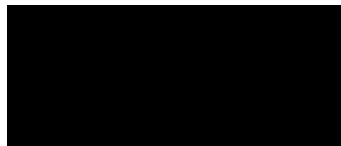
FURTHER THAT this resolution be circulated to all municipalities in Ontario requesting their support.

If you have any questions regarding this initiative please contact Thomas Barakat, Good Roads' Manager of Public Policy & Government Relations, at thomas@goodroads.ca at your convenience.

Sincerely,



Scott R. Butler
Executive Director



Antoine Boucher
President
Good Roads Board of Directors

Subject: Recycling Depot Operation Agreement

Report No.: PW-032-2024

Agenda Date: December 17, 2024

Attachments

Appendix 01: Draft By-law Agreement (**Please refer to By-law No. 2024-146**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-032-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Circular Materials Ontario (CMO) for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill, for consideration at the December 17, 2024 Regular Meeting.

Background

On January 1, 2025, the City will be transitioning from the curbside blue box program to the new Extended Producer Responsibility (EPR) program. This program will be managed by Circular Material Ontario (CMO), a not-for-profit organization.

As previously reported to Council, CMO reached out to staff on numerous occasions to discuss the potential of entering into a depot operations agreement. During these meetings, staff were led to believe that CMO would be responsible to operate and maintain a convenience depot, regardless of whether or not the City would enter into any operation agreement. As a result, staff recommended to Council to not enter into an operational agreement and provided CMO with the appropriate notification.

Most recently, CMO communicated with staff that, in accordance with the regulation, they are not responsible to provide any depot services within Temiskaming Shores, as the current depots are considered convenience depots, and residents are provided with curbside collection services.

Staff immediately reached out to CMO to discuss options and requested that they reconsider entering into a depot operations agreement, as our residents require a place to deposit excess recyclable material.

Analysis

After consideration, CMO agreed to reconsider entering into an agreement with the City for the operation of one (1) convenience depot in Temiskaming Shores.

Staff met with CMO on numerous occasions to discuss the particulars and responsibilities regarding the agreement. Highlights of the agreement are listed below.

- The convenience depot will be located at the New Liskeard Landfill Site.
- Compensation will be provided by CMO, to the City for a percentage of the scale house attendant's time as it relates to depot operation.
- Compensation will be provided by CMO, to the City for snow removal and tidiness of the depot.
- CMO will be responsible for all collection and processing costs.
- There will be a 25% compensation deduction as it relates to non-eligible source (Industrial, Commercial, Institutional) users of the depot. This deduction is based on a monthly tonnage calculation.

With all the above considered, CMO will pay the City \$ 1,907,16, less the non-eligible source deduction, on a monthly basis from January 1, 2025 until December 31, 2025. In addition, as a requirement from CMO, staff have submitted an application for the continued operation of the convenience depot beyond 2025. Staff will provide Council with an update regarding the future depot operations at a later date.

As a result, staff is recommending that Council consider entering into an agreement with Circular Materials Ontario (CMO), for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill. Appendix 01 outlines the agreement.

Relevant Policy / Legislation / City By-Law

- [Ontario Regulation 391/21 – Blue Box](#)

Consultation / Communication

- Consultation with the Senior Management Team
- Administrative Report PW-032-2024
- Various Communications with Circular Materials Ontario

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 ☒

Climate Considerations

With ensuring continued operation of the convenience depot, there is less risk that recyclable material will be landfilled thus less contribution to greenhouse gas emissions.

Alternatives

No Alternatives were considered

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Sandra Lee
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2024-139

Being a by-law to authorize the execution of a Memorandum of Understanding with the Temiskaming & Northern Ontario Sno Travellers for Prescribed Snowmobile Trails Land Use Permission

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 Temiskaming & Northern Ontario Sno Travellers presented a Memorandum of Understanding (MOU) for land use permissions for prescribed snowmobile trails in the City, at the November 19, 2024 Regular Council meeting; and

Whereas Council for The Corporation of the City of Temiskaming Shores adopted Resolution No. 2024-403, following the presentation from the Temiskaming & Northern Ontario Sno Travellers at the November 19, 2024 regular meeting, to delegate authority to the Mayor and Clerk to execute a Memorandum of Understanding (MOU) between the City of Temiskaming Shores and the Temiskaming & Northern Ontario Sno Travellers, authorizing land use for prescribed snowmobile trails for a 10 year term, effective November 1, 2024 to April 30, 2035, and

Whereas Resolution No. 2024-403 also provided direction to staff to prepare the necessary by-law to confirm the Memorandum of Understanding (MOU) at the December 17, 2024 Regular Council meeting; and

Whereas Council for The Corporation of the City of Temiskaming Shores deems it desirable to adopt a Memorandum of Understanding with the Temiskaming & Northern Ontario Sno Travellers.

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

1. That the Mayor and Clerk be authorized to execute a Memorandum of Understanding with the Temiskaming & Northern Ontario Sno Travellers, authorizing land use for prescribed snowmobile trails for a 10-year term, effective November 1, 2024 to April 30, 2035, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.

2. That this By-law shall come into force and take effect as of November 19, 2024.
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.
4. That By-law No. 2000-077 (former Town of Haileybury), and all other by-laws, resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and are hereby repealed.

Read a first, second and third time and finally passed this 17th day of December, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-139

Memorandum of Understanding between the Temiskaming & Northern
Ontario Sno Travellers and the City of Temiskaming Shores for
Prescribed Snowmobile Trails Land Use Permission

**MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION**

I, THE CORPORATION OF THE CITY OF TEMISKAMING SHORES, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

Address including lot #, concession # and/or other legal description.

See Schedule

Township, County, District, Region, Municipality. Include all that apply.

All in the City of Temiskaming Shores

hereby gives the Temiskaming & Northern Ontario Sno Travellers, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

1. The term of this MOU is from Nov 1, 2024 to April 30, 2035.
2. The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU. At the Landowner's request, the LSC will provide its current OFSC Certificate of Insurance (COI).
3. The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
4. The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail. The Landowner's signature on this MOU confirms its coverage provided that the Landowner charges no fee to use the Lands.
5. The Landowner will be added as an additional insured under the OFSCIP but only with respect to liability arising from the operations of the named LSC. Coverage will be extended to the Lands through an insurance policy held by the OFSC and its member organization snowmobile club. The OFSCIP does not cover the Landowner's willful misconduct and/or negligence.
6. The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
7. Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
8. During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
9. The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
10. If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
11. The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the *Trespass to Property Act*, R.S.O., 1990 C. T.21, the *Motorized Snow Vehicles Act*, R.S.O. 1990 c. M.44 and the *Occupiers Liability Act*, R.S.O. 1990 c. O.2, all as amended.
12. Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
13. Additional Conditions:

LANDOWNER/OCCUPIER

Name THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	Email lbelanger@temiskamingshores.ca
Address 325 Farr Drive, Temiskaming Shores ON P0J 1K0	Phone 705-672-3363

LOCAL SNOWMOBILE CLUB

Name - Club Contact Bill Ramsay	Phone 705-647-4010	Email wramsay@ramsaylaw.ca
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Landowner Signature: [Signature] - Clerk Date: November 19, 2024

Club Signature: [Signature] Date: November 19, 2024

Schedule A Attachments:

- ☐ sketch and/or
☒ map

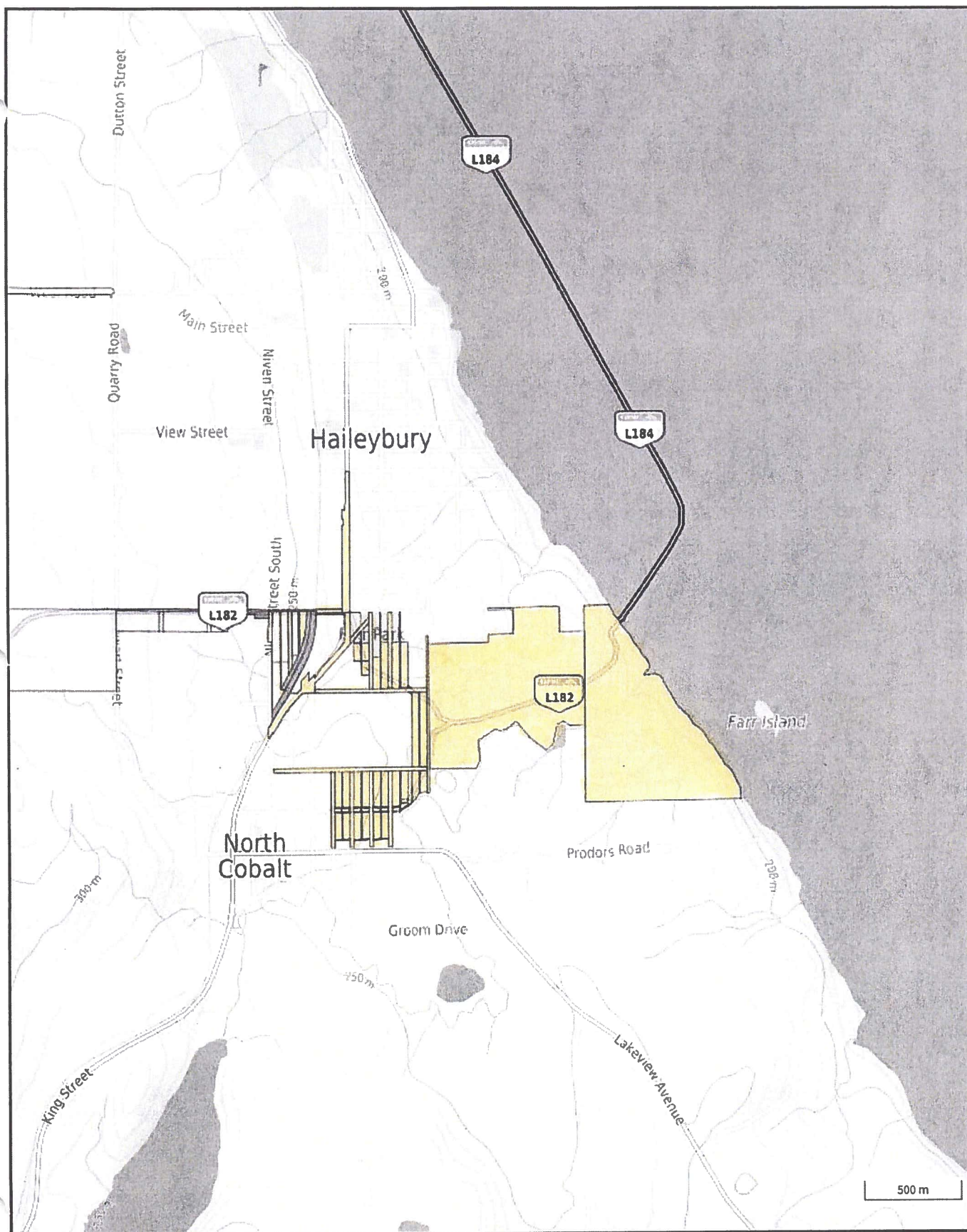
Privacy Policy: Personal information provided on this form will only be used for purposes related to this agreement.

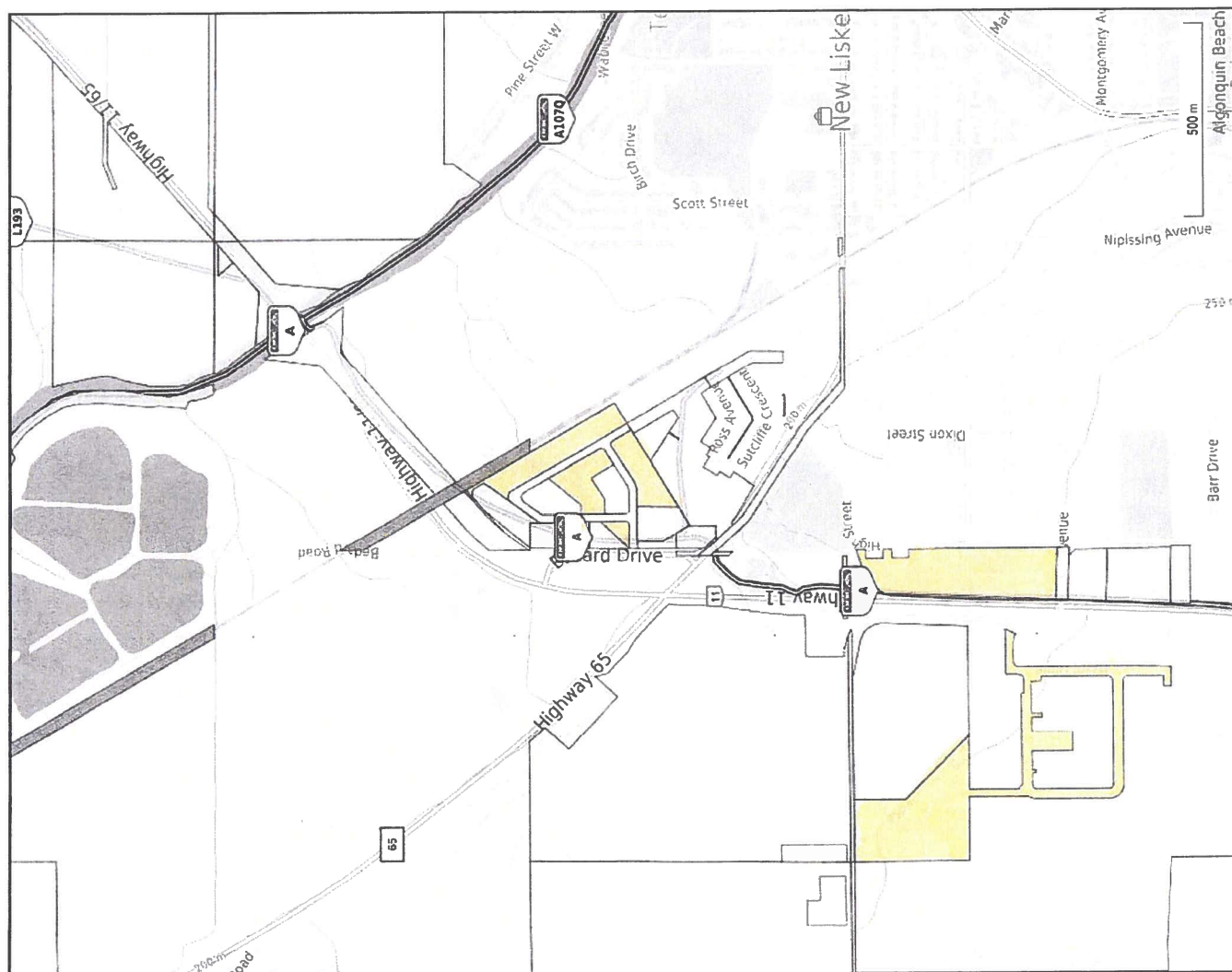
MOU Form: 04-2024

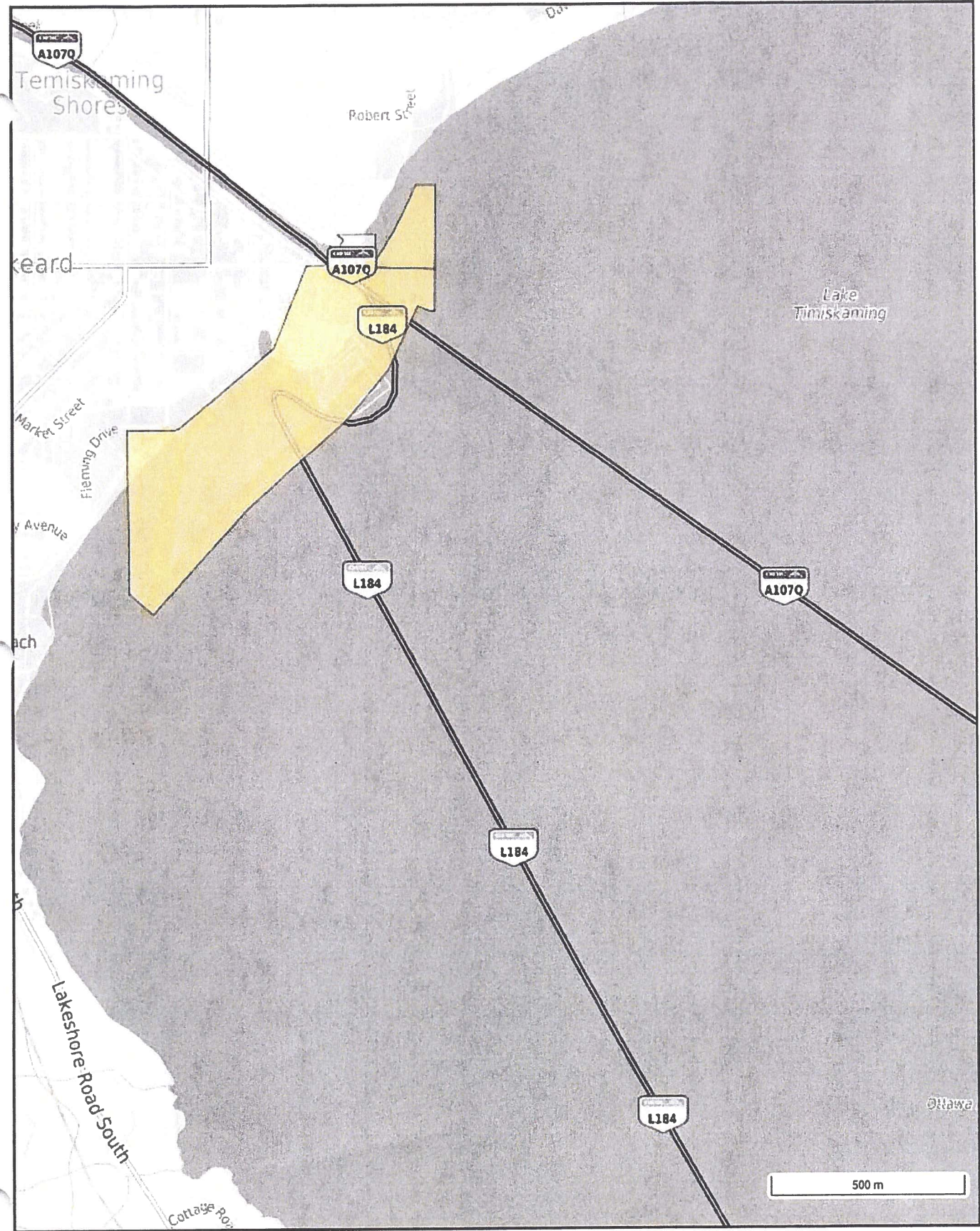
PIN	TOWNSHIP
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613550599	Bucke
613550571	Bucke







The Corporation of the City of Temiskaming Shores

By-law No. 2024-140

Being a by-law to enter into a one-year agreement with Pedersen Construction (2013) Inc. for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs

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-030-2024 at the December 3, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a one-year agreement with Pedersen Construction (2013) Inc., for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs, for consideration at the December 17, 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 entering into a one-year agreement with Pedersen Construction (2013) Inc. for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs, 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 17th day of December, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-140

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs

This agreement made this 17th day of December, 2024.

Between:

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

And

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores
Equipment Rental - Excavator
Request for Quotation No. PW-RFQ-004-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement; and
- c) Complete scope of work, as certified by the Manager of Environmental Services. The number of calls cannot be determined at this time; however, calls shall be as and when required for the duration of the contract term, being January 1, 2025 up to and including December 31, 2025.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, subject to additions and deductions as provided in the Contract Documents, if applicable:

Description	Regular Rate (+tax)	After Hour Rate (+ tax)
Float Time	\$168.00/ hour	\$210.00/ hour
Breaker Attachment	\$273.00/ hour	\$315.00/ hour
Excavation Time	\$168.00/ hour	\$210.00/ hour

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pedersen Construction (2013) Inc.
177246 Bedard Road
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Manager of Environmental Services:

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

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in
the presence of

Pedersen Construction (2013) Inc.

Karl Pedersen, President

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to

By-law No. 2024-140

Form of Agreement

**City of Temiskaming Shores
PW-RFQ-004-2024****Equipment Rental – Excavator****Form of Quotation**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Pedersen Construction (2013) Inc.

Item	Description	Make, Model and Operating Weight	Unit	Daytime Rate Monday-Friday	After hour Rate Nights/Stat Holiday/Weekend
1	Float time	Mack or Kenworth	Hour	\$168.00/hr	\$210.00/hr
2	Work Time including breaker attachment	CAT 320D 21,000 kg	Hour	\$273.00/hr	\$315.00/hr
3	Excavation Time	CAT 320D 21,000 kg	Hour	\$168.00/hr	\$210.00/hr

Pricing shall exclude applicable taxes but will be considered extra.

* From January 1, 2025 to December 31, 2025

1 of 5 to be submitted



City of Temiskaming Shores


Equipment Rental – Excavator
PW-RFQ-004-2024

City of Temiskaming Shores
PW-RFQ-004-2024

Equipment Rental – Excavator

Form of Quotation

All hourly rates offered in this Quotation are firm, irrevocable and open for acceptance by the City for a period of sixty (60) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for Quotation.

Company Name Pedersen Construction (2013) Inc.	Contact name (please print) Karl Pedersen
Mailing Address 177246 Bedard Rd. New Liskeard, ON	Postal Code P0J 1P0
Authorizing Signature  "I have the authority to bind the company/corporation/partnership."	Title President
Telephone 705-647-6223	Fax 705-647-8851
Cell Phone if available	Date November 14, 2024
Email address for Contact Person kpedersen@pedersenconstruction.ca	

2 of 5 to be submitted

City of Temiskaming Shores
PW-RFQ-004-2024
Equipment Rental – Excavator

Non Collusion Affidavit

I/ We Karl Pedersen the undersigned, am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

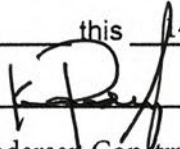
The Bid, Quotation or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 14th day of November, 2024.

Signed

Company Name

Title


Pedersen Construction (2013) Inc.

President

3 of 5 to be submitted



**City of Temiskaming Shores
PW-RFQ-004-2024
Equipment Rental – Excavator**

Conflict of Interest Declaration

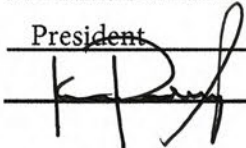
Please check appropriate response:

- ☒ I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- ☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 14th day of November, 2024.

Firm Name	<u>Pedersen Construction (2013) Inc.</u>
Bidder's Authorization Official	<u>Karl Pedersen</u>
Title	<u>President</u>
Signature	<u></u>
Printed	<u></u>

4 of 5 to be submitted



**City of Temiskaming Shores
PW-RFQ-004-2024
Equipment Rental – Excavator**

List of proposed Operators


A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Quotation must be included in the Quotation documents submitted.

Operator	Years of Operator Experience Around Underground Infrastructure (water, sewer, utilities)	Employee Status Full Time/Part time
<div></div>		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Quotation document.

Signed by Company Official

Karl Pedersen
Printed


Signed

The Corporation of the City of Temiskaming Shores

By-law No. 2024-141

Being a by-law to authorize the execution of an agreement with GFL Environmental Inc. for the collection and processing of recyclables from non-eligible properties (currently receiving curbside collection), from January 1, 2025 until December 31, 2025

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

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

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

Whereas Council considered Administrative Report No. PW-031-2024 at the December 3, 2024 Committee of the Whole meeting, and directed staff to provide payment to GFL Environmental Inc. for the collection and processing of recyclables from non-eligible properties that are currently receiving curbside collection, during the transition period from January 1, 2025 until December 31, 2025; and

Whereas Council considered Administrative Report No. PW-031-2024 at the December 3, 2024 Committee of the Whole meeting, and further directed staff to finalize negotiations with GFL Environmental Inc. (GFL), for the preparation of the necessary by-law to provide the collection/processing services, at the December 17, 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 GFL Environmental Inc. for the collection and processing of recyclables from non-eligible properties (currently receiving curbside collection), from January 1, 2025 until December 31, 2025, 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 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 17th day of December, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-141

Agreement between

The Corporation of the City of Temiskaming Shores

and

GFL Environmental Inc.

for the collection and processing of recyclables from non-eligible
properties (currently receiving curbside collection), from January 1, 2025
until December 31, 2025

NON-ELIGIBLE SOURCES RECYCLING SERVICES CONTRACT TEMISKAMING SHORES

This contract (the "Contract") made and entered into as of the 1st of January, 2025 by and between the Corporation of the City of Temiskaming Shores, a municipal corporation, whose offices are located at 325 Farr Drive, P.O Box 2050, Haileybury, ON, P0J 1K0, hereinafter referred to as the "City" and GFL Environmental Inc., an Ontario corporation, with its principal place of business located at 100 New Park Place #500, Vaughan, ON, L4K 0H9, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the City has requested that Contractor provide the collection of recyclable materials from non-eligible sources in the City (collectively, the "Services");

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the City and the Contractor agree as follows:

- 1) **Contractor Responsibilities and Compensation.** A complete list of non-eligible source stops will be provided by the City to the Contractor prior to the commencement date of the Term. The City will advise the Contractor of any changes to the number of non-eligible source stops to which Services are to be provided monthly. Contractor will collect such non-eligible source stops on a Biweekly (e.g. weekly, bi-weekly, monthly) basis during the Term.
- 2) **Term of Contract.** The initial term of this Contract shall be for a period of 1 year, commencing on January 1, 2025 and ending on December 31, 2025 (the "Term"). Upon the mutual agreement of the Contractor and the City, the Term may be extended at a rate to be mutually agreed upon by the parties hereto.
- 3) **Payment Terms.**
 - a) Contractor shall submit an invoice to the City on or before the 1st day of each month for the Services to be performed during the month for which the invoice is submitted. Payment by the City shall be due and payable within thirty (30) days of the invoice date.
 - b) The rates for non-eligible source recyclable material collection shall be as follows:

95G bin: \$28 per bin per month (\$336 per 95G bin per year).

This rate does not apply to other sized bins or other frequency of services. Extra lift charges will apply at a rate to be set by Contractor.
- 4) **Permits.** Contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges, or rights of any nature whatsoever necessary for the collection and disposal of materials under this Contract which are or might be required. Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government and save and hold harmless the City from any violation therefrom.
- 5) **Vehicles.** All vehicles and equipment utilized by Contractor in the performance of the services under this Contract shall be kept in a safe and good operating order and in a clean, presentable

condition.

- 6) **Assignability.** Contractor shall not assign nor subcontract this Contract or any part thereof to any person or firm unless such assignment or subcontract is first approved in writing by the City, which consent shall not be unreasonably withheld or conditioned.
- 7) **Indemnification.** Contractor shall be liable for any injury or damage occurring as a result of any act or omission of Contractor, any employee, agent, subcontractor or representative of Contractor in the performance of the Services. Contractor hereby agrees to protect, indemnify, and save harmless the City, its officials, officers, agents, servants, and employees (collectively the "Indemnified Parties") from and against any and all claims, demands, suits, losses and settlement including reasonable legal fees actually incurred and all costs in connection therewith for any damages that may be asserted, claims or recovered against the Indemnified Parties by reason or personal injury and/or property damage as a result of any negligent, tortious, or intentional act, error, or omission on the part of Contractor or others whose services are engaged by Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the Services provided for in the Contract.

The Contractor agrees that it is its responsibility and not the responsibility of the City to safeguard its property or the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing the Services under this Contract.

- 8) **Termination and Default by Contractor.** The City may terminate this Contract prior to its expiration date upon prior written notice of the occurrence of a default, which is not cured by the Contractor within thirty (30) days of the date of notice or as hereinafter provided. Each of the following events shall constitute a default:
 - a) The failure by Contractor to fulfill any of the material covenants, agreements, terms or obligations set forth herein.
 - b) The Contractor ceases to conduct business in the normal course by reason of insolvency, receivership or by or in bankruptcy, whether voluntary or involuntary.

The City shall provide written notice to Contractor specifying the default. If the default specified by the City is not capable of cure within thirty (30) days of the date of notice and Contractor promptly undertakes reasonable actions to cure the failure and diligently pursues same to completion to the reasonable satisfaction of the City, there shall be no default, unless Contractor defaults in its performance on a repeated basis.

- 9) **Failure to Perform Beyond Control of the Contractor.** Notwithstanding any other provision herein to the contrary, the Contractor shall not be in default or otherwise liable for any failure to perform any of its obligations under this Contract, if such failure is caused by forces beyond the control of Contractor including but not limited to war, fire, civil disasters, pandemic, or by any force majeure or act of God. Provided, however, that whenever Contractor seeks to implement the protection of this section, it must promptly notify the City in writing of the force majeure event, which notice shall specify:
 - a) The force majeure event;
 - b) Contractor's efforts to resolve the force majeure event as soon as reasonably possible; and,
 - c) Contractor's estimate of when the force majeure event will be resolved.

Contractor shall promptly begin and diligently pursue to completion all reasonable actions or activities to eliminate the force majeure event so as to resume performance under this Contract as soon as reasonably possible.

Notwithstanding efforts by Contractor, if the force majeure event impacts the health, safety and welfare of City residents, the City shall have the right to undertake whatever actions it deems appropriate to resolve the force majeure event.

10) **Termination and Default by City.** Contractor may terminate this Contract prior to its expiration date upon prior written notice of the occurrence of a default, which is not cured by the City within thirty (30) days of the date of notice or as hereinafter provided. Each of the following events shall constitute a default:

- a) The failure by the City to fulfill any of its material covenants, agreements, terms or obligations herein.
- b) The failure of the City to pay Contractor within thirty (30) days following receipt of a monthly invoice from the Contractor.

The Contractor shall provide written notice to the City specifying the default. If the default specified by Contractor is not capable of cure within thirty (30) days of the date of notice and the City promptly undertakes reasonable actions to cure the failure and diligently pursues same to completion to the reasonable satisfaction of Contractor, there shall be no default, unless the City defaults in its performance on a repeated basis.

11) **Modification.** The terms of this Contract may only be modified, changed or altered upon the mutual written agreement of Contractor and the City. No such amendment shall be effective and binding unless it expressly makes reference to this Contract, is in writing, has been approved by the City Council, and is signed by the Contractor and the duly authorized representative(s) of the City.

12) **Waiver.** No failure on the part of either party hereto to insist upon the strict performance of any covenant, term, or condition of this Contract or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Contract, but each and every covenant, term, and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13) **Entire Agreement.** This Contract, including any exhibits attached thereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein.

14) **Compliance with Laws.** The Contractor, its employees and agents, shall carry on its business and operations under this Contract in compliance with all applicable federal, provincial, municipal or local laws, statutes, rules, regulations or ordinances and all other statutory provisions both State and Federal, regarding hours, rates, etc..

15) **Governing Law.** This Contract will be construed in accordance with and governed by the laws of the Province of Ontario

16) **Independent Contractor Relationship.** The Contractor is and shall perform this Contract as an independent contractor with complete control over and responsibility for its employees, agents,

subcontractors and operations, and for payment of all compensation, benefits, insurance and taxes for such personnel and operations. No employee, agent or representative of the Contractor shall represent, act or be considered as an agent, representative or employee of the City.

- 17) **Notices.** Any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Contract must be given in writing and will be given by hand or sent by courier, or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email twenty-four (24) hours after confirmation of email transmission:

To the City: c/o Steve Burnett
Manager of Environmental Services
Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O Box 2050, Haileybury, ON, P0J 1K0
Office 705 672 3363 ext. 4132
Fax 705 672 3200
sburnett@temiskamingshores.ca

To the Contractor: GFL Environmental Inc.

Attention: Dave Richmond, Area Vice President, Solid Waste
Email: drichmond@gflenv.com

With a copy by email to:
Attention: Christopher Dovigi, Regional Vice President, Solid Waste
Email: cdovigi@gflenv.com

- 18) **Execution.** This Contract may be executed in one or more counterparts (including counterparts exchanged as by pdf copies), and all such counterparts taken together will be deemed to constitute one and the same instrument and be treated as an original for all purposes.

IN WITNESS WHEREOF, this Contract has been duly executed and shall become effective as of the date first written above.

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

GFL ENVIRONMENTAL INC.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Dated: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2024-142

Being a by-law to enter into an agreement with the Ministry of Transportation under the EV ChargeON Program, for the installation of a Level 3 charger with two ports

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. RS-023-2024 at the December 3, 2024 Committee of the Whole meeting, and provided the Mayor and Clerk with the delegated authority to sign the EV ChargeON funding agreement with the Ministry of Transportation, and further directed staff to prepare the necessary by-law to confirm the funding agreement in the amount of \$150,000 at the December 17, 2024, Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an agreement with the Ministry of Transportation under the EV ChargeON Program, for the installation of a Level 3 charger with two ports in the amount of \$150,000, 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 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 this By-law shall come into force and take effect as of December 3, 2024.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of December, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-142

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ministry of Transportation under the EV ChargeON Program

for the installation of a Level 3 charger with two ports

**Ministry of
Transportation**

Transit Division

777 Bay Street, 30th Floor
Toronto, ON M5G 2E5

Tel: 437-218-1788

**Ministère des
Transports**

Division des transports en
commun

777, rue Bay, 30e étage
Toronto, ON M5G 2E5

Tél: 437-218-1788



November 19, 2024

Kristen Harburn
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J1K0
kharburn@temiskamingshores.ca

Dear Kristen Harburn,

RE: EV ChargeON Community Sites Stream – Letter of Agreement

Further to Minister Sarkaria's letter to your organization on November 12, 2024, the Ministry will provide your organization funds up to the maximum funding amount in accordance with the Terms and Conditions outlined in the Program Guide, your organization's Application Form, and this Letter of Agreement, including appendices.

The approved project is eligible for funding up to the maximum funding amount identified in the chart below:

TPON Case Number	Maximum Funding Amount	Site Name	Location	# of Ports	Type of Charger(s)
2023-11-1-2338152204	\$150,000	Municipal Parking Lot	Temiskaming Shores	2	Level 3 fast charger port(s) 50 - 99 kW

Approved projects must be completed **within twelve (12) months** from the date of the approval letter (November 12, 2024). If your organization is unable to meet this deadline, for any reason, your organization must notify the Ministry on or before August 29, 2025, of the delay and the reason for the delay, requesting the Ministry extend this timeline for up to an additional twelve (12) month period or up to November 12, 2026.

If your organization modifies or is unable to complete a Site as identified in the chart above, you must notify the Ministry as soon as possible.

Your organization must carry out the Project in accordance with all terms and conditions identified in this Letter of Agreement including all Appendices, the Minister's Letter dated November 12, 2024, the Program Guide, and the Application Form. Failure to do so, may be considered an Event of Default, as per the Program Guide. Without limitation upon the foregoing, if in the opinion of the Ministry, your organization fails to carry out the project in accordance with this requirement, the Ministry may take steps it considers necessary including, but not limited to, cancelling funds.

As identified in the Program Guide, now that your organization's project has been approved for funding, the Ministry requires final documentation be submitted for verification purposes. Please see attached Appendix "B" which has further details regarding the types of mandatory documentation your organization will need to submit to the Ministry. The approval of funding to your organization by the Ministry is contingent upon the Ministry receiving, reviewing, and approving these submitted documents.

Please sign and return Appendix "A" along with the mandatory documentation outlined in Appendix "B" to the Ministry via email to evchargeon@ontario.ca at your earliest convenience and not later than November 29, 2024.

If you have any questions, please reach out to the Ministry of Transportation's EV ChargeON Team at evchargeon@ontario.ca

Thank you for your ongoing support, innovation, and commitment to strengthening the EV charging network and for providing charging stations to bridge existing gaps throughout the province.

Sincerely,

A handwritten signature in cursive script, appearing to read "James Pearce".

James Pearce
Assistant Deputy Minister
Transit Division
Ministry of Transportation

Encl. Appendix "A"
Appendix "B"
Appendix "C"

Appendix “A”

General Terms and Conditions

1. All Terms and Conditions relating to the Project contained in the EV ChargeON Program Guide, the Recipient's Application Form, and the Letter of Agreement are binding, and may only be amended by a written agreement duly executed by the Ministry and the Recipient.
2. The Agreement will be effective as of November 12, 2024, and will expire five years following the Project Completion Date.
3. If an Event of Default occurs, as defined in the Program Guide, the Ministry may, at any time, take one or more of the following actions:
 - (a) provide the Recipient with an opportunity to remedy the Event of Default upon terms and conditions set by the Ministry at its sole discretion;
 - (b) reduce the amount of Funds;
 - (c) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Ministry upon giving notice to the Recipient. Termination will take effect as provided for in the notice; and
 - (d) demand from the Recipient the payment of an amount equal to any Funds the Ministry provided to the Recipient.
4. The Recipient will not, without the Ministry's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided. If the Recipient sells, leases or otherwise disposes of an asset, the Ministry may, at any time, take one or more of the following actions:
 - (a) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Ministry upon giving notice to the Recipient. Termination will take effect as provided for in the notice; and
 - (b) demand from the Recipient the payment of an amount equal to any Funds the Ministry provided to the Recipient.
5. Certificate of Insurance. The Certificate of Insurance the Recipient is required to provide to the Ministry must:
 - (a) make reference to the Project, including the specific unique site name of the Project somewhere in the document.
 - (b) include a 30-day written notice of cancellation.

- (c) include the Indemnified Parties as additional insureds, specifically stating "His Majesty the King in right of Ontario, His ministers, agents, appointees and employees" as the Indemnified Parties in the section for additional insureds.
- (d) include Commercial General Liability with Cross Liability Clause and Contractual Liability Coverage.
- (e) the limit of liability outlined in the COI cannot be less than \$2,000,000.00 (two million dollars).

Acknowledgement and Acceptance of the Terms and Conditions

The Ministry requires written acknowledgement that you have read and agree to all terms and conditions contained in this Letter of Agreement, the Minister's Approval Letter, the Program Guide, and the Application Form (**all together, "the Agreement"**).

As evidenced by completion of the check-box below, The Corporation of the City of Temiskaming Shores acknowledges, in consideration of the mutual covenants and agreements contained in the Agreement, that it agrees and accepts all Terms and Conditions of the Agreement.


☐ Yes

☐ No

The Corporation of the City of Temiskaming Shores acknowledges and agrees that the organization shall comply with all Terms and Conditions of the Agreement.

The Corporation of the City of Temiskaming Shores

Per:


[insert name] Jeff Lafreniere
[insert title] Mayor

December 3, 2024
Date

 Logan Balogh, Clerk December 3, 2024
I have the authority to bind The Corporation of the City of Temiskaming Shores

Appendix “B” Mandatory Documentation

Mandatory documentation:

Certificate of Insurance: A valid Certificate of Insurance (“COI”) is required for all applicant types (i.e., all recipients), in addition to the Mandatory Documentation identified in the below chart specific to each type of applicant. Please see Appendix “A” for details of what must be included on the COI.

Applicant Type	Mandatory Documentation required in addition to the COI:
Municipalities	<p>One of the following that confirms support for the Project:</p> <ol style="list-style-type: none"> 1. Council Resolution 2. Enabling By-law
Indigenous Communities and Indigenous Organizations	<p>One of the following that confirms support for the Project:</p> <ol style="list-style-type: none"> 1. Band Council Resolution; 2. Political Territorial Organization Resolution 3. Tribal Council Resolution; 4. Métis Community Council Resolution; 5. Provincial Council of the Métis Nation of Ontario (PCMNO) Resolution; 6. Letter of Support from Chief, Band Council, Political Territorial Organization, Tribal Council, or Leader from an Indigenous Organization.
Indigenous Businesses	<p>One of the following that confirms Indigenous status of the business owner:</p> <ol style="list-style-type: none"> 1. Indigenous Business Directory (IBD) 2. Canadian Council for Aboriginal Business (CCAB) – Certified Aboriginal Business (CAB) 3. Indian registration in Canada 4. Membership in an affiliate of the Métis National Council 5. Acceptance as an Indigenous person by an established Indigenous community 6. Enrolment or entitlement to be enrolled in a comprehensive land claim agreement

Applicant Type	Mandatory Documentation required in addition to the COI:
Broader Public Sector	Written confirmation of Board of Directors support for the Project, including reference to Site location
Not-for-Profit Corporation	Written confirmation of Board of Directors support for the Project, including reference to Site location

The provision of funding to your organization by the Ministry is contingent upon the Ministry receiving, reviewing and approving the mandatory documentation.

Appendix “C” Maximum Funding and Eligible & Ineligible Expenditures

1. **Range of Maximum Funds.** As outlined in the EV ChargeON Program Guide, the per-project approved contribution depends on the type of infrastructure and type of applicant, up to the maximum amounts the following table:

Maximum Funding for Type of Infrastructure and Applicant

Charger Type	Charger Output	Maximum funding for businesses, not-for-profit corporations, and broader public sector Applicants	Maximum funding for municipalities and Indigenous Applicants⁴
Level 2	3.3 kW to 19 kW	Up to 50% of Total Project Costs, to a maximum of \$5,000 per port	Up to 75% of Total Project Costs, to a maximum of \$7,500 per port
Level 3	20 kW to 49 kW	Up to 50% of Total Project Costs, to a maximum of \$15,000 per port	Up to 75% of Total Project Costs, to a maximum of \$22,500 per port
Level 3	50 kW to 99 kW	Up to 50% of Total Project Costs, to a maximum of \$50,000 per port	Up to 75% of Total Project Costs, to a maximum of \$75,000 per port
Level 3	100 kW to 199 kW	Up to 50% of Total Project Costs, to a maximum of \$75,000 per port	Up to 75% of Total Project Costs, to a maximum of \$112,500 per port
Level 3	200 kW and above	Up to 50% of Total Project Costs, to a maximum of \$100,000 per port	Up to 75% of Total Project Costs, to a maximum of \$150,000 per port

Upon the submission of actual incurred project expenses at the completion of the approved project, the financials will be reviewed against the total project costs (eligible and ineligible expenses), the timeframes of the incurred expenses and the funding received from other sources to confirm the reimbursable project funds.

The funding formula will be reapplied upon review of the final report and financials and administered according to the actual project expenses.

2. Eligible Expense Categories and Timelines

Eligible Expenditures

Refer to the table below for details on which expenditures are eligible towards the Total Project Costs (i.e., may make up an Applicant's or other contributor's share of the contribution) and which are eligible for reimbursement under the Program:

Expenditure	Description	Eligible Towards Total Project Costs	Eligible for EV ChargeON reimbursement
Capital expenses	An expenditure that results in an enduring benefit, as required by the project. Can include, but are not limited to, the purchase of charging equipment, costs associated with site preparation and finishing, and networking equipment.	Yes	Yes
Professional services	Costs for the purchase of additional support required for the completion of the project. Can include scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; printing; signage; distribution.	Yes	Yes
Rental fees or leasing costs	Cost to rent or lease any equipment needed for the conduct of the project, which can include construction equipment.	Yes	Yes
License fees and permits	Typically include any municipal, provincial or federal licences or permits for setting up the fuelling/charging infrastructure. This can include safety permits, business permits, environmental permits, etc.	Yes	Yes
Salary and benefits	Salaries include wages for all personnel with direct involvement in the project, such as engineers, construction staff and technical advisers. All eligible personnel must be employees on the proponent's payroll. Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, employee benefits, plus any other employer-paid payroll-related expenses.	Yes	No
Reasonable travel costs	Transportation, meals and accommodation necessary for activities directly linked to the project.	Yes	No
Environmental Assessments, permits and authorizations	Should a Project require an environmental assessment, permit, authorization, study of natural, social and economic and/or cultural environmental study, any costs related to that process would be included here. This could include costs for study documents or processes needed to secure the approval, public consultation or preparing the environmental impact statement.	Yes	No
GST, PST and HST net of any tax rebate	Any taxes claimed must always be net of any tax rebate to which the proponent is entitled.	Yes	No
Overhead expenses	Up to a maximum of 15% of Total Project Costs. May include administrative support provided directly to the project by the proponent's employee(s), valued on the same basis as professional staff time; and heat, electricity, and office operating costs provided that they are directly related to the project.	Yes	No
In-kind support	A cash equivalent contribution in the form of an asset for which no cash is exchanged but that is essential to the project and the proponent would have to purchase on the open market or through negotiation with the provider if the proponent did not provide it. Value must be determinable and verifiable.	Yes	No
Land costs	Expenses associated with acquiring a piece of property.	Yes	No
Legal costs	Legal fees directly related to, and necessary for, the implementation and conduct of the Project.	Yes	No
Ongoing operating costs	Costs associated with the ongoing operation of the charging stations, including electricity consumption, operation, maintenance, networking fees, subscription fees, etc.	No	No

The Ministry will only reimburse eligible expenditures for an approved project for costs incurred during the Eligible Expenditure Period and, only after the following conditions, as outlined in the Program Guide, are met:

- The charger is fully operationalized. A project is considered operational when the charger delivers the agreed-upon power output and conforms with up-time percentage as identified in the site Operations and Maintenance Plan.
- Receipt, review, and approval of the Project Completion Report and supporting documentation.

The eligible expenditure period commences on **November 12, 2024**. All reimbursable invoices must be dated after November 12, 2024.

These expenses must be net of HST or other rebates.

Expense eligibility will be verified upon submission of the Final Report.

The payment will be processed following the ministry's satisfactory review of all report requirements.

3. Reporting

(i) Progress Reports

As outlined in the Program Guide, the Ministry may reach out to your organization for progress updates on the approved project during the Eligible Expenditure Period.

(ii) Project Completion Report

Upon the completion of the Project, your organization will submit a Project Completion Report in Transfer Payment Ontario (TPON) along with the mandated documents to be reimbursed for eligible project expenses up to the maximum funding amount. Information on how to submit the Project Completion Report and supporting documents will be shared with successful applicants at a later date.

(iii) Annual Usage Reporting

Your organization will also be required to submit annually a usage data report for a period of five (5) years from project completion date.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-143

**Being a by-law to authorize borrowing from time to time
to meet current expenditures during the Fiscal Year
ending December 31, 2025**

Whereas Section 407, Subsection 1, of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides for the temporary borrowing by a municipality, at any time during a fiscal year, until taxes are collected and other revenues are received, of the amount council considers necessary to meet the current expenditures of the municipality for the year; and

Whereas the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the municipality, except with the approval of the Ontario Municipal Board, is limited by Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended; and

Whereas Council for the City of Temiskaming Shores considered Memo No. 040-2024-CS at the December 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to authorize borrowing from time-to-time to meet current expenditures during the Fiscal Year ending December 31, 2025, for consideration at the December 17, 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 the Treasurer are hereby authorized to borrow, from time-to-time during the year 2025 (hereinafter referred to as the current year), such sums as may be necessary to meet the current expenditures of the municipality for the year, including amounts required in the year as set out in Section 407 subsection (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, until the taxes are collected and other revenues are received.
2. That a promissory note of bankers' acceptance made under Section 1 shall be signed by the Head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.
3. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia as set out in Schedule "A", hereto attached and forming part of the by-law, are hereby accepted.
4. That the Mayor and Treasurer are hereby authorized to enter into a Security Agreement with the Bank of Nova Scotia, a copy of which is attached hereto as Schedule "B" and forming part of this by-law.
5. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia are hereby accepted.

6. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed the limits as outlined in Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

Read a first, second and third time and finally passed this 17th day of December, 2024.

Mayor

Clerk

November 26th, 2024

The Corporation of the City of Temiskaming Shores
325 Farr Drive PO BOX 2050
Haileybury Ontario P0J1K0
Canada

Attention: Stephanie Leveille

Dear Madam,

We confirm that, subject to acceptance by you, The Bank of Nova Scotia (the "Bank") will make available to The Corporation of the City of Temiskaming Shores (the "Borrower"), the credit facilities described, and on the terms and conditions set out, in the attached Terms and Conditions and Schedule "A" (together with this letter, and as each may be amended or supplemented from time to time, collectively, the "Credit Facility Agreement").

If the arrangements set out in this Credit Facility Agreement are acceptable to you, please sign the enclosed copy of this letter in the space indicated below and return the letter to us by the close of business on **December 25th, 2024** after which date this offer will, unless otherwise agreed to in writing by the Bank, expire and the Credit Facility Agreement will be null and void.

This Credit Facility Agreement amends and restates all previous agreements issued by the Bank to the Borrower.

Yours truly,

THE BANK OF NOVA SCOTIA



Michael Mancari
Senior Client Relationship Manager



Tim Schlitt
Director & Group Lead

The Bank intends the electronic signatures above to have the same effect as handwritten signatures.

By signing this Credit Facility Agreement, you confirm that the products and/or services offered to you herein will not be used for, or on behalf of, any individual or entity other than you and the other parties named in the Credit Facility Agreement for whose benefit such products and services are intended.

The arrangements set out above and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Credit Facility Agreement") are hereby acknowledged and accepted by:

Borrower:

**The Corporation of the City of Temiskaming
Shores**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

CREDIT NUMBER: 01

AUTHORIZED AMOUNT: \$4,000,000

TYPE

Operating Credit (Demand Credit)

PURPOSE

Working capital and general corporate purposes.

CURRENCY

Canadian dollars

TYPE OF ADVANCES

Prime Rate Advance

INTEREST RATE/FEES APPLICABLE TO THIS CREDIT

Prime Rate minus 0.75% per annum, with interest payable monthly.

REPAYMENT

All indebtedness and liability of the Borrower to the Bank payable on demand ("Demand Credit"), is made entirely at the Bank's discretion and is repayable by the Borrower to the Bank at any time on demand, irrespective of whether or not an Event of Default has occurred.

REPAYMENT

All indebtedness and liability of the Borrower to the Bank payable on demand ("Demand Credit"), is made entirely at the Bank's discretion and is repayable by the Borrower to the Bank at any time on demand, irrespective of whether or not an Event of Default has occurred.

VOLUNTARY PREPAYMENT

Prepayment is permitted without penalty at any time in whole or in part.

CREDIT NUMBER: 02

AUTHORIZED AMOUNT: \$2,000,000

TYPE

Revolving Line Credit - Equipment Finance

PURPOSE

To finance equipment/assets satisfactory to the Bank.

CURRENCY

Canadian dollars

TYPE OF ADVANCES

Equipment Finance- See Equipment Finance Contract and supporting documentation for details.

INTEREST RATE/FEES APPLICABLE TO THIS CREDIT

The payment applicable to each contract will be set on the commencement date of the contract based on Prime Rate/Bank's fixed cost of funds plus a spread to be determined, calculated and payable monthly. The spread over base rate will be determined by the term and amortization of each advance.

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The advances are to be made in minimum amounts of \$50,000.

Prior to drawdown the Bank is to be satisfied with the quality, value, and eligibility of all assets to be financed under the facility.

REPAYMENT

Equipment Finance Contracts or leases are repayable in accordance with the terms and conditions of each respective Equipment Finance Contract or lease. The maximum term of any such Equipment Finance Contract or lease shall not exceed 5 years. The total amortization of any such transaction shall not exceed the economic life and residual value of assets financed as determined by the Bank.

VOLUNTARY PREPAYMENT

Any permitted prepayment will be calculated by the Bank and advised to the customer with the intention the Bank will not suffer any economic loss as a result of the prepayment calculation. The prepayment amount shall be calculated by The Bank in its sole discretion and shall be agreed to by the Customer before any prepayment is permitted under the contract.

SPECIFIC SECURITY

The following security which shall secure the Borrower's Obligations for Credit(s) #2 evidenced by documents satisfactory to the Bank, is to be provided prior to any Advance being made under such Credit(s)

Equipment Finance Contract covering equipment financed.

Comprehensive General Liability insurance for a minimum of \$2 million per occurrence with the Bank recorded as an additional named insured.

All risks insurance covering the replacement value of the equipment with the Bank recorded as loss payee and additional named insured.

Resolution of the Council authorizing leases.

SPECIFIC CONDITIONS PRECEDENT

The following conditions precedent must be satisfied prior to any Advance being made under Credit #2 only, unless waived by the Bank, and where delivery of documents is referred to, the documents shall be delivered in form satisfactory to the Bank (and, if applicable, its counsel)

The amount of financing shall not exceed 100% of the cost of the equipment being financed exclusive of relative taxes.

CREDIT NUMBER: 03

AUTHORIZED AMOUNT: \$750,000

TYPE

Scotiabank VISA Business Card - Availment, interest rate and repayment as per Cardholder Agreement

PURPOSE

To assist with sundry expenses.

CURRENCY

Canadian dollars

GENERAL SECURITY, TERMS, AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, which shall secure the Obligations, evidenced by documents satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any Advance being made under any of the applicable Credits. For greater certainty, the following security shall secure all of the Obligors, present and future debts and other obligations to the Bank of any kind whatsoever, whether described in this Credit Facility Agreement or any other agreement between Obligors and the Bank.

Municipal Borrowing By-Law for Current Expenditures containing a pledge of tax revenues.

Security Agreement, Municipalities and School Boards.

Banking Resolution, Municipalities and a supporting List of Officers.

NON-FINANCIAL COVENANTS (in addition to those in Schedule A)

Until all debts and liabilities under the Credit(s) have been discharged in full, the following covenants will apply in respect of the Credit(s):

The Borrower agrees to:

- (i) Comply with all applicable borrowing legislation
- (ii) Advise the Bank of any breach of statutory borrowing limits
- (iii) Provide the Bank with certificates of estimated revenues from time to time, upon request.

GENERAL BORROWER REPORTING CONDITIONS

Until the Obligations have been indefeasibly repaid in full, the Borrower will provide (or cause to provide to) the Bank with the following:

Annual Audited Consolidated Financial Statements of the Borrower, prepared in accordance with GAAP, within 150 days of year end.

Annual Budget for the ensuing year, within 150 days of the Borrower's fiscal year end.

Annual copy of the current Municipal Borrowing By-Law is required in January of each year.

Annual copy of the current Security Agreement in January of each year.

Such other information the Bank may reasonably request from time to time.

OTHER FEES

In addition to, and not in substitution for the obligations of the Borrower and the rights of the Bank upon the occurrence of an Event of Default herein, the Borrower shall, at the Bank's discretion, pay to the Bank the following administration fees, on a per occurrence basis, in connection with

- (a) the late delivery of compliance certificates, financial statements, or other information required by the reporting requirements defined in this Credit Facility Agreement \$300,
- (b) the default of any other term or condition contained in this Credit Facility Agreement or any other Loan Document \$1,500.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any Event of Default. Fees may be charged to any deposit account of the Borrower when incurred.

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

ARTICLE 1 - REPRESENTATIONS AND WARRANTIES

1.1 The Borrower and (if applicable) each Guarantor represent and warrant to the Bank as follows:

- (a) If not an individual: (i) is duly formed and validly existing under the laws of its jurisdiction of organization; (ii) has the full power and authority to enter into and perform its obligations under each Loan Document to which it is a party; (iii) has taken all necessary action required to authorize its execution, delivery and performance of each Loan Document to which it is party; and (iv) has duly executed and delivered each Loan Document to which it is party.
- (b) Each Loan Document constitutes a legal, valid and binding obligation of each Obligor party thereto (as applicable), enforceable against each of them in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and to general principles of equity.
- (c) The execution, delivery and performance by it of each of the Loan Documents to which it is a party will not: (i) result in a breach or default of or otherwise conflict with any agreement to which it is a party, or any permit by which its business or any of its property is bound or affected or any Applicable Law; (ii) result in a breach of any of the provisions of or conflict with its constating documents or any resolution of its directors (or similar governing body) or holders of its equity interests; or (iii) result in or require the creation or imposition of any Lien on any of its property, except Permitted Liens.
- (d) No permit is required, nor is any authorization, consent, approval or notice required under any contract to which it is a party, in connection with its execution, delivery and performance of the Loan Documents to which it is or will be a party or the incurrence of Credits.
- (e) Each Obligor has: (i) good and marketable title in fee simple to all real property that it purports to own; (ii) has valid leasehold interests pursuant to valid and enforceable leases in all real and personal property that it purports to hold as lessee; and (iii) has valid and indefeasible title to all personal property that it purports to own, in each case free and clear of all Liens except Permitted Liens.
- (f) Except with the Bank's prior written consent, no Credit will be used by, on behalf of or for the benefit of any Person except the Borrower.
- (g) All financial and other information (including, without limitation, any financial forecasts and projections) provided to the Bank (in the past or in the future) is complete and accurate in all material respects and has been prepared in accordance with Canadian generally accepted accounting principles consistently applied.
- (h) The properties owned (in part or in whole) and/or operated by each Obligor is and will at all times be used for lawful purposes and in compliance with Applicable Law.
- (i) To the best of its knowledge, neither it nor any of its subsidiaries, directors, officers, employees, agents or affiliates:
 - (i) is a Sanctioned Person, nor any such other entity or individual, operate, possess, own, charter, or use a vessel

that is listed, designated or sanctioned under any Sanctions;

- (ii) is engaging in or has engaged in any transaction or conduct that could result in it becoming a Sanctioned Person;
 - (iii) is or has ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions; or
 - (iv) is engaging or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions applicable to it.
- (j) To its knowledge (after prudent investigation), no Person who will benefit in any capacity in connection with or from a Loan and/or any instruments and/or payments thereunder is a Sanctioned Person.

1.2 The representations and warranties made in this Credit Facility Agreement, or any other Loan Document shall survive the execution of this Credit Facility Agreement and each such other Loan Document. No investigation by or on behalf of the Bank at any time shall have the effect of waiving, diminishing the scope of, or otherwise affecting, any representation or warranty.

ARTICLE 2 - CHANGES IN ACCOUNTING POLICIES, PRACTICES AND CALCULATION METHODS

2.1 In the event the Borrower or any Guarantor adopts any change in its policies, practices or accounting methods compared to those applied during the previous fiscal year, the Borrower or applicable Guarantor shall send to the Bank reconciliations and any other information required to ensure that the financial information provided after such change is comparable to the financial information presented in the past. In addition, all the calculations done for the purposes of this Credit Facility Agreement shall continue to be done according to the policies, practices and accounting methods in effect on the date of the most recent fiscal year end. In the event of such change to the policies, practices or accounting methods, the Bank reserves the right to: (a) take immediate measures arising from the violations of the financing conditions or of any other term or condition set out in the Credit Facility Agreement which the application of the policies, practices or accounting methods revealed; and (b) at its discretion and in a reasonable manner, modify the financing conditions affected by the change.

ARTICLE 3 - EVIDENCE OF INDEBTEDNESS

3.1 The Bank's accounts and records constitute, in the absence of manifest error, conclusive and *prima facie* evidence of the Advances made under all Credit facilities, repayments on account thereof and the indebtedness (in respect of both principal and accrued interest) of the Borrower and Guarantor(s) to the Bank; provided the Bank may correct any error or omission in its accounts and records and any error by the Bank in keeping its accounts, books and records shall not affect a Borrower's obligation to pay or repay any indebtedness and liability owing to the Bank.

ARTICLE 4 - JOINT AND SEVERAL OBLIGATIONS

- 4.1 If there is more than one Borrower designated in the Credit Facility Agreement, unless stated otherwise, the term "Borrower" shall be deemed to include all of the Borrowers collectively and each Borrower agrees that it shall be jointly and severally liable for all Obligations owing to the Bank by all Borrowers, regardless of which Borrower actually receives the Credits hereunder or the amount received.

ARTICLE 5 - CALCULATION AND PAYMENT OF INTEREST

- 5.1 Interest on Advances made in Canadian dollars will be calculated on a daily basis and payable monthly on the 22nd day of each month (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a 365-day year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.
- 5.2 Interest on Advances made in U.S. dollars (including US Base Rate Advances and SOFR Advances) will be calculated on a daily basis and payable monthly on the 22nd day of each month, (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a 360-day year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.
- 5.3 Any rate that is calculated with reference to a period (the "deemed interest period") that is less than the actual number of days in the calendar year of calculation is, for the purposes of the *Interest Act (Canada)*, equivalent to a rate based on a calendar year calculated by multiplying that rate of interest by the actual number of days in the calendar year of calculation and dividing by the number of days in the deemed interest period. All calculations of interest and fees under the Credit Facility Agreement shall be made on the basis of the nominal rates and not on the basis of effective yearly rates or on any other basis that gives effect to the principle of deemed reinvestment. The parties acknowledge that there is a material difference between the stated nominal rates and effective yearly rates taking into account reinvestment, and that they are capable of making the calculations required to determine effective yearly rates.
- 5.4 If interest is not paid on the date, it is due, the principal amount will continue to bear interest at the rate that is applicable to the particular type of Advance both before and after maturity, default and/or judgment and overdue interest shall be calculated at the same rate, compounded monthly and is payable on demand. Notwithstanding the immediately preceding sentence: (i) upon the expiry of any interest period applicable to any SOFR Advance, the principal amount and any overdue interest with respect to such SOFR Advance will bear interest calculated at the rates applicable to US Base Rate Advances; and (ii) upon the expiry of any interest period applicable to any CORRA Advance, the principal amount and any overdue interest with respect to such CORRA Advance will bear interest calculated at the rates applicable to Prime Rate Advances.
- 5.5 Notwithstanding any other provision of this Credit Facility Agreement or any other Loan Document, in no event shall the Borrower or any Guarantor be required to pay interest or other amounts in an amount or at a rate in excess of the highest amount or rate that is permitted by Applicable Law (the "Maximum Lawful Rate"). If from any circumstance whatever, fulfillment of any provision of the Credit Facility Agreement or any other Loan Document would result in exceeding the Maximum Lawful Rate for the collection or charging of interest, the obligation to be fulfilled shall be reduced to reflect the Maximum Lawful Rate. If,

notwithstanding the prior sentences, the Bank has received interest hereunder in excess of the Maximum Lawful Rate, such excess amount shall be held in trust for the Borrower and applied to the reduction of the principal balance of the Credits or to other amounts (other than interest) payable hereunder, and if no such principal or other amounts are then outstanding, such excess or part thereof remaining shall be paid to the Borrower.

ARTICLE 6 - EXCHANGE RATES

- 6.1 If at any time fluctuations in rates of exchange in effect between US dollars and Canadian dollars cause the aggregate amount of Advances (expressed in Canadian dollars using an exchange rate determined by the Bank in accordance with its normal practices from time to time) outstanding under any Credit to exceed the maximum amount of such Credit permitted herein, the Borrower shall pay to the Bank one Business Day after demand by the Bank such amount as is necessary to repay the excess. If the Borrower is unable to immediately pay that amount because any applicable SOFR or CORRA periods have not ended, the Borrower shall, within one Business Day following demand, cause to be deposited with the Bank cash collateral in the amount of the excess, which shall be held by the Bank until the amount of the excess is paid in full.

ARTICLE 7 - PROVISIONS RELATING TO ADVANCES

- 7.1 If an Advance relates to an Operating Credit or an Overdraft Credit or Temporary Operating Credit, the following provisions shall apply:
- (a) A Credit constituting an Operating Credit or an overdraft credit (in this Section, a "Credit Line"), may be utilized by: (i) notifying the Bank from time to time as to the amounts the Borrower wishes to borrow by way of a Prime Rate Advance or a US Base Rate Advance and the Bank crediting such amounts to the Borrower's designated account (in this Section, an "Account"); and/or (ii) the Bank paying cheques or other items issued or authorized by the Borrower directing payment to be made from the Account and/or the Bank making, at the end of each Business Day, a Prime Rate Advance or a US Base Rate Advance under the Credit Line, by crediting the Account, in the event the Account is in a debit position in favour of the Bank or the Account is in a credit position in favour of the Borrower that is less than any minimum credit position for the Account as agreed upon between the Bank and the Borrower from time to time; and/or (iii) the Borrower providing the Bank with the documentation required by the Bank from time to time to utilize the Credit Line under any other Advance option.
- (b) The Borrower hereby authorizes the Bank to debit the Account or any other account specified by it with the fees and charges which the Bank establishes from time to time for the provision of the Credit Line and for which prior notice of such fees and charges has been provided by the Bank.
- (c) Amounts may be borrowed, repaid and reborrowed or otherwise utilized or reutilized under the Credit Line from time to time, provided that, upon the occurrence of an Event of Default, we may refuse to allow you to borrow further by way of Advances or to otherwise utilize the Credit Line and/or we may terminate the Credit Line in part or in whole and demand payment of all your indebtedness and liability under the Credit Line together with interest and interest on overdue interest.
- (d) Borrower shall not order any payments from the Account in any amount, and the Bank shall have the right to refuse to make any payment, that, in each case, would cause the

maximum committed amount of the Credit Line (that constitutes an overdraft line of credit) to be exceeded. If the Bank chooses to make such a payment, any overdraft which may result in excess of the maximum committed amount of the Credit Line shall accrue interest at the Bank's standard overdraft rate as established and published by the Bank from time to time, with interest on overdue interest at the same rate. The Bank's standard overdraft handling charge shall also apply to any cheque that, when paid, causes the maximum committed amount of the Credit Line to be exceeded. The Borrower will pay to the Bank on demand all overdrafts in excess of the maximum committed amount of the Credit Line.

7.2 If an Advance relates to the issuance by the Bank of a CORRA Advance, the following provisions shall apply:

- (a) Each CORRA Advance (and payments thereof) shall be made in Canadian dollars.
- (b) Each Daily Compounded CORRA Advance shall apply for a period of one (1) month (or such other period agreed to by the Bank) and each Term CORRA Advance shall apply for a period of one (1) or three (3) months as selected by the Borrower in a notice delivered to the Bank at least three (3) Business Days prior to each drawdown or rollover. The number of separate CORRA Advances that may be outstanding at any time shall be subject to the Bank's discretion.
- (c) No CORRA Advance may be paid before the end of the Interest Period applicable to it unless the Borrower indemnifies the Bank for any loss or expense that the Bank incurs as a result, including any breakage costs. No CORRA period may end on a date that is not a Business Day, after the maturity date of the applicable Credit or after a date on which the applicable Credit is required to be reduced if that would adversely affect the Borrower's ability to make the reduction.
- (d) If the Bank determines (which determination shall be conclusive and binding absent manifest error) that: (i) Daily Compounded CORRA or Term CORRA cannot be determined pursuant to the definition thereof; or (ii) for any reason in connection with any request for a Daily Compounded CORRA Loan or Term CORRA Loan, or a conversion thereto or a continuation thereof that Daily Compounded CORRA or Term CORRA, as applicable, for any requested Interest Period with respect to a proposed CORRA Advance, does not adequately and fairly reflect the cost to the Bank of funding that Advance, then the Bank will, in any case, promptly notify the Borrower. Thereafter, the obligation of the Bank to make or maintain any such applicable CORRA Advance is suspended until the Bank revokes the notice. Upon receipt of that notice, the Borrower may revoke any pending request for a borrowing, conversion or continuation of CORRA Advances or, failing that, will be deemed to have converted its request into a request for a borrowing of Prime Rate Advances in the amount specified in the request.

7.3 The following provisions shall apply to Daily Simple SOFR Advances and Term SOFR Advances:

- (a) Each SOFR Advance (and payments thereof) shall be made in U.S. dollars.
- (b) Each Term SOFR Advance shall apply for a period of one (1), three (3) or six (6) months as selected by the Borrower in a notice delivered to the Bank at least three (3) Business Days prior to each drawdown or rollover. The number of separate Term SOFR Advances that may be outstanding at any time shall be subject to the Bank's discretion.

- (c) No Term SOFR Advance may be paid before the end of the Term SOFR period applicable to it unless the Borrower indemnifies the Bank for any loss or expense that the Bank incurs as a result, including any breakage costs. No Term SOFR period may end on a date that is not a Business Day, after the maturity date of the applicable Credit or after a date on which the applicable Credit is required to be reduced if that would adversely affect the Borrower's ability to make the reduction.
- (d) If the Bank determines (which determination shall be conclusive and binding absent manifest error) that: (i) Daily Simple SOFR or Term SOFR cannot be determined pursuant to the definition thereof; or (ii) for any reason in connection with any request for a Daily Simple SOFR Advance or Term SOFR Advance, or a conversion thereto or a continuation thereof that Daily Simple SOFR or Term SOFR, as applicable, for any requested Interest Period with respect to a proposed SOFR Advance, does not adequately and fairly reflect the cost to the Bank of funding that Advance, then the Bank will, in any case, promptly notify the Borrower. Thereafter, the obligation of the Bank to make or maintain any such applicable SOFR Advance is suspended until the Bank revokes the notice. Upon receipt of that notice, the Borrower may revoke any pending request for a borrowing, conversion or continuation of SOFR Advances or, failing that, will be deemed to have converted its request into a request for a borrowing of US Base Rate Advances in the amount specified in the request.

7.4 To obtain an Advance, unless otherwise agreed to by the Bank, the Borrower must provide the Bank with an irrevocable written request: (a) for CORRA Advances or SOFR Advances, at least three (3) Business Days before the date of the Advance; and (b) for a Prime Rate Advance or US Base Rate Advance, at least three (3) Business Day before the date of the Advance. Each request for an Advance shall specify: (a) whether it relates to a Term Loan or Revolving Loan; (b) the amount and currency; (c) the date of the Advance (which shall be a Business Day); (d) whether the Advance shall be a Term CORRA Advance, a Daily Compounded CORRA Advance, a Daily Simple SOFR Advance, a Term CORRA Advance, a Prime Rate Advance or US Base Rate Advance; (e) if the Advance is a CORRA Advance or SOFR Advance, the Interest Period; and (f) that as at the date of the Advance, the conditions precedent all Advances have been satisfied. If the request for Advance does not contain the information specified herein, the Bank shall be under no obligation to provide the Advance. The Borrower may Rollover a CORRA Advance or SOFR Advance by submitting an Interest Election Request.

7.5 Reserved for future use

7.6 The Borrower may elect to: (i) convert a Prime Rate Advance to a CORRA Advance; (b) a convert a US Base Rate Advance to a SOFR Advance; or (c) change the Interest Period applicable to a CORRA Advance or SOFR Advance, by submitting an Interest Election Request to the Bank. If an Interest Election Request does not contain the information prescribed information, the Bank shall be under no obligation to give effect to such Interest Election Request. If the Borrower does not submit an Interest Election Request for a CORRA Advance or SOFR Advance 5 Business Days prior to the end of the then current Interest Period, then unless the Advance is repaid at the end of such Interest Period, it shall be converted to a Prime Rate Advance or US Base Rate Advance. Upon the occurrence and continuation of an Event of Default, Advances cannot be converted or continued as CORRA Advances or SOFR Advances unless repaid, in which case such Term CORRA Advances shall be

converted into Prime Rate Advances at the end of the then current Interest Period and Daily Compounded CORRA Advances may be converted at the discretion of the Bank into Prime Rate Advances upon the occurrence of the Event of Default and SOFR Advances shall be converted into US Base Rate Advances at the end of the then current Interest Period.

- 7.7 Prime Rate Advances shall bear interest at the Prime Rate plus the credit spread per annum identified as such in the Credit Facility Agreement. Term CORRA Advances shall bear interest at the Term CORRA rate for the specific Interest Period, plus the CORRA Adjustment, if any, plus the credit spread per annum, in each case as identified as such in the Credit Facility Agreement. Daily Compounded CORRA Advances shall bear interest at the Daily Compounded CORRA rate plus the CORRA Adjustment, if any, plus the credit spread per annum, in each case as identified as such in the Credit Facility Agreement. Interest shall be compounded daily. This means that interest accrues daily and is calculated by charging interest on the principal borrowed plus the interest that has accrued daily. The interest rate described in your periodic statement does not reflect such compounding of interest. To arrive at the interest payable on your loan, the interest rate reflected in your periodic statement has to be compounded. A factor is used for calculating the compound interest that is equivalent to the annual interest rate compounded semi-annually, not in advance.
- 7.8 US Base Rate Advances shall bear interest at the US Base Rate in Canada plus the credit spread per annum identified as such in the Credit Facility Agreement. Term SOFR Advances shall bear interest at the Term SOFR rate for the specific Interest Period, plus the SOFR Adjustment, if any, plus the credit spread per annum, in each case as identified as such in the Credit Facility Agreement. Daily Simple SOFR Advances shall bear interest at the Daily Simple SOFR rate plus the SOFR Adjustment, if any, plus the credit spread per annum, in each case as identified as such in the Credit Facility Agreement. Interest shall be compounded daily. This means that interest accrues daily and is calculated by charging interest on the principal borrowed plus the interest that has accrued daily. The interest rate described in your periodic statement does not reflect such compounding of interest. To arrive at the interest payable on your loan, the interest rate reflected in your periodic statement has to be compounded. A factor is used for calculating the compound interest that is equivalent to the annual interest rate compounded semi-annually, not in advance.
- 7.9 Interest is to be paid on the applicable Interest Payment Date save: (a) interest due as a result of the occurrence and continuance of an Event of Default is payable on demand; (b) in the event of any repayment or prepayment of any Loan, accrued interest on the amount repaid or prepaid is due on the date of such repayment or prepayment; (c) when converting a Term CORRA Loan or a Daily Compounded CORRA Loan, accrued interest is due on the conversion date. Interest is calculated based on a 365-day year (except for Term SOFR Advances which are calculated based on a 360-day year) and is payable for the actual number of days elapsed, including the first day but excluding the last day.
- 7.10 The repayment of an Advance under a Credit (including interest or other fees payable thereon) shall be made in the same currency in which the applicable Credit is established in accordance with the terms of the Credit Facility Agreement.
- 7.11 In addition to any other repayment provisions set out in the Credit Facility Agreement, at the Bank's sole discretion, the Bank may require that each Operating Credit, Revolving Term Credit, Non Revolving Term Credit or overdraft line of credit (and the Advances outstanding thereunder) be reduced by the

Borrower with: (i) 100% of the amount of all insurance and/or expropriation proceeds received by the Obligors; (ii) 100% of the amount of all net cash proceeds from any equity issuance by the Borrower or any Obligor or the sale, transfer or other disposition by any Obligor of any of its property; and (iii) 100% of the amount of all indebtedness for borrowed money incurred by the Obligors that is not expressly permitted under the terms of the Credit Facility Agreement or any other Loan Document.

- 7.12 In addition to any other provisions set out in the Credit Facility Agreement or any other Loan Document, the following conditions must be satisfied prior to any Advance being made under any of the Credits at any time: (i) the representations and warranties set out in [Article 1](#) or in any other Loan Document (which are deemed to be repeated as of the date of each Advance) shall be true and correct on and as of the date of such Advance with the same force and effect as if the representations and warranties had been made on and as of such date; and (ii) no default or Event of Default shall have occurred and be continuing on the date of such Advance, or result from making such Advance.
- 7.13 Notwithstanding anything to the contrary in this Credit Facility Agreement or any other Loan Document, following a Discontinuation Event the Bank may amend the relevant documentation to replace the Benchmark Rate with a Replacement Rate for the next following Interest Period by providing the Borrower with notice thereof, following which the Borrower shall: (a) if the relevant Credit is an Operating Credit, have the right to prepay in full, without penalty, the outstanding principal balance under the affected Credit plus any accrued interest on the amount prepaid at the end of the then current Interest Period; or (b) if the relevant Credit is a Revolving Term Credit or Non Revolving Term Credit, have the right to prepay the affected Credit in full at the end of the then current Interest Period in accordance with the terms of prepayment provisions set out in the Credit Facility Agreement, including any prepayment fees or penalties.

ARTICLE 8 - CHANGE IN LAW

- 8.1 If the phase-in, introduction, adoption or implementation of, or any change in, or in the administration or interpretation of, or any change in its application to the Borrower or any Guarantor of, any law, regulation, guideline or request (except that: (i) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all requests, rules, guidelines or directives under it or issued in connection with it; and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or Canadian or foreign Governmental Authorities, pursuant to Basel III shall, in each case be considered a change in law regardless of the date enacted, issued or adopted) issued by any central bank or other Governmental Authority (whether or not having the force of law), including, without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement, has due to the Bank's compliance the effect, directly or indirectly, of: (i) increasing the cost to the Bank of performing its obligations hereunder or under any Advance hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any Advance hereunder or on its capital; or (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank hereunder or in respect of any Advance hereunder determined by the Bank in its discretion, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or

forgone return (collectively referred to in this Section as “Increased Costs”) as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

- 8.2 In the event of the Borrower becoming liable for such Increased Costs, the Borrower shall have the right to prepay in full, without penalty or charge (except as contemplated below), the outstanding principal balance under the affected Credits other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a letter of credit or letter of guarantee. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

ARTICLE 9 – INSPECTION

- 9.1 The Borrower and Guarantor(s) shall permit the Bank, or its agents, access (and shall cause each Obligor to permit the Bank, or its agents access), at all reasonable times, to monitor and inspect any of its (and each other Obligor’s) property (including any collateral covered by the Bank’s Security) and examine and take extracts from its financial books and accounts and all related documents and records, the reasonable expense of all of which shall be paid by the Borrower.

ARTICLE 10 – ENVIRONMENT

- 10.1 The Borrower agrees:

- (a) to obey all Applicable Laws and requirements of any federal, provincial, territorial or any other Governmental Authority relating to the pollution, protection, preservation or enhancement of the environment and the operation of the business activities of the Obligors;
- (b) to notify the Bank from time to time of any business activity conducted by the Obligors which involves the use or handling of hazardous materials or wastes or which increases the environmental liability of the Obligors in any material manner;
- (c) to notify the Bank of any proposed change in the use or occupation of the property of the Obligors prior to any change occurring;
- (d) to provide the Bank with immediate written notice of any environmental problem or enforcement action that is outstanding, threatened or pending or of any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Obligors, together with any other environmental information requested by the Bank from time to time;
- (e) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if any Obligor fails to do so, the Bank may perform such activities; and
- (f) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Obligors that may be performed for or by the Bank from time to time.

- 10.2 If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to Section [10.1](#) or if the Bank receives any environmental information from other sources, the Bank, in its sole discretion, may decide that an adverse change in the environmental

condition of any Obligor, as applicable or any of their respective property, equipment, or business activities has occurred which decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change. Following this decision being made by the Bank, the Bank shall notify the Borrower of the Bank’s decision concerning the adverse change.

- 10.3 If the Bank decides or is required to incur expenses in compliance or to verify an Obligor’s compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which, at the Bank’s discretion, will constitute further advances by the Bank to the Borrower under this Credit Facility Agreement.

ARTICLE 11 - EVENTS OF DEFAULT / ACCELERATION

- 11.1 All Obligations of the Borrower to the Bank that are expressly payable on demand, are repayable by the Borrower to the Bank at any time on demand. Upon such demand being made, the obligation of the Bank to make further Advances or other accommodation available under the Credits shall immediately terminate, the Security held by the Bank shall immediately become enforceable and all such Obligations of the Borrower to the Bank shall be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the Borrower.
- 11.2 All Obligations of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the Security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further Advances or other accommodation available under the Credits shall terminate, if any one of the following events occurs (each an “Event of Default”) (except that, upon the occurrence of any of the Events of Default described in Sections [11.2\(d\)](#) and [11.2\(e\)](#), all such Obligations of the Borrower to the Bank shall become immediately due and payable without any notice or action of any kind by the Bank):
- (a) the Borrower or any Guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of: (i) principal payable to the Bank; or (ii) within one (1) Business Day, interest, fees or other amounts payable to the Bank;
 - (b) any representation, warranty or certification under any Loan Document is incorrect, incomplete or misleading when made or deemed to be made;
 - (c) there is a default or breach by any Obligor of:
 - (i) any financial covenant contained in any Loan Document; or
 - (ii) any other covenant, term or condition contained in any Loan Document that, if curable, is not corrected or otherwise satisfied within 5 days (or such longer period as may be agreed to by the Bank in writing) after the occurrence of the breach or the Bank gives written notice of the breach, whichever is earlier;
 - (d) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation or other proceedings for the relief of debtors are instituted by or against any Obligor and, if instituted against such Persons, are allowed against or consented to by the Obligors or are not dismissed, stayed or vacated within 30 days after such institution or any such Person is unable to, ceases or threatens to cease to carry on its business (except as expressly permitted in this Credit Facility Agreement), declares any moratorium on its obligations, proposes a compromise or arrangement between it and any creditor, or otherwise becomes insolvent;

- (e) a receiver (which term shall include a receiver and manager) is appointed over any property of the Obligors, as applicable or any judgement or order or any process of any court becomes enforceable against such Persons or any of their respective property or any creditor takes possession of any of their respective property, and are not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 10 days after their entry, commencement or levy;
- (f) the performance of any Loan Document becomes unlawful, any Loan Document is invalidated or made unenforceable by any Applicable Law, or any Loan Document is determined to be (or any Obligor denies its obligations thereunder or claims any Loan Document to be) invalid or unenforceable by any Governmental Authority, in each case in whole or in any material part;
- (g) any material adverse effect occurs in the financial condition of the Obligors, as determined by the Bank in its sole discretion (including, without limitation, a default or other event or circumstance occurs in connection with indebtedness of the Obligors (other than the Obligations owing to the Bank), if the effect is to cause or permit the acceleration of the due date of that indebtedness (whether or not acceleration actually occurs) or to require the prepayment, repurchase, redemption or defeasance of that indebtedness before its scheduled maturity, or the applicable Obligor fails to pay any such indebtedness when due); or
- (h) any material adverse effect or event occurs in the business, operations, property, liabilities, financial position or operating results of the Obligors or any one of them, including if the Bank in good faith believes and has commercially reasonable grounds for believing that any property or assets of any Obligor subject to any Lien granted in favour of the Bank is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

11.3 Upon the occurrence and during the continuance of an Event of Default or the occurrence of a demand pursuant to Section [11.1](#), the Bank may take any action or proceeding to realize and enforce any and all of the Security and other Loan Documents and proceed by any other action, remedy or proceeding authorized or permitted by the Loan Documents or Applicable Law (including exercising the rights and remedies of a secured party under any applicable personal property security legislation), all without any additional notice, presentment, demand, protest or other formality, all of which are expressly waived by the Borrower. Without limiting the generality of the foregoing, the Bank will be entitled and is hereby irrevocably authorized and empowered as and when it thinks fit and without notice to the Borrower to immediately apply all or any amounts standing to the credit of any account (whether a deposit account or otherwise) held with the Bank (whether pursuant to an Authority to Hold Funds agreement or otherwise) to such part of the Obligations as the Bank may see fit and to otherwise set off and apply any and all other deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Bank to or for the account of the Obligors against any and all of the Obligations owing to the Bank notwithstanding that any of them are contingent or matured. If the Event of Default or demand arises from the non-fulfilment of an obligation in a prescribed period of time, the Borrower and the Guarantors (if any) shall be considered in default by the mere lapse of time, without the necessity of any notice or demand.

11.4 Upon the occurrence and during the continuance of an Event of Default or the occurrence of a demand pursuant to Section [11.1](#):

(i) the interest rates applicable on all amounts owing to the Bank shall automatically be increased by 2% per annum, but the increased amounts will not be secured by any mortgage of real property or hypothec on immovables forming part of the Security to the extent prohibited by Applicable Law; and (ii) the Bank may apply any money received from or in respect of its realization of any collateral in any manner and order as it sees fit and change any application of money received in whole or in part from time to time, or refrain from applying any money and hold it in a suspense account and if any realization proceeds arising from the disposition of collateral fails to satisfy all amounts owing to the Bank, the Borrower and Guarantors (if any) shall pay any deficiency to the Bank on demand.

11.5 Notwithstanding anything to the contrary in this Agreement, the Bank may, at any time and without prior notice: (a) suspend and/or withdraw any of the Demand Credit facilities made hereunder; (b) decline to allow further advances under all Demand Credit facilities made hereunder; and/or (c) terminate any Demand Credit facility hereunder.

ARTICLE 12 - COSTS, INDEMNITY AND TAX GROSS-UP

12.1 Both before and after a demand pursuant to Section [11.1](#) or the occurrence of an Event of Default, all costs and expenses, including but not limited to, legal, financial advisor and appraisal fees incurred by the Bank in connection with this Credit Facility Agreement, the Security and any other Loan Documents and the administration, maintenance and enforcement thereof (whether or not a legal action is brought against any Obligors), shall be for the account of the Borrower and may be charged to accounts held with the Bank when submitted. Further, upon the occurrence and during the continuance of an Event of Default or the occurrence of a demand pursuant to Section [11.1](#) and subject to Applicable Law, the Borrower agrees to pay the Bank on demand all of the Bank's reasonable costs and expenses, including but not limited to legal fees and expenses (on a solicitor and his own client basis) incurred, including interest: (i) in collecting all amounts owing to the Bank under the Credits or any other indebtedness and liability owing to the Bank, whether or not a legal action is brought against the Borrower or any Guarantor; and (ii) in protecting the Bank from any loss which the Bank may suffer as a result of the demand or Event of Default.

12.2 Each of the Borrower and Guarantor(s) agree to indemnify and save harmless the Bank, and its officers, directors, employees (specifically including a receiver or receiver manager), affiliates and all of their respective successors, legal administrators and assigns (collectively, the "Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees which relate or arise out of or result from, directly or indirectly, this Credit Facility Agreement, the Credit(s) or the use or proposed use of its proceeds or the acts contemplated thereby, any deficiency arising from any judgment rendered by any court or tribunal for the payment of any amount owing to the Bank in a currency other than the currency payable under the relevant Loan Document (after taking into account applicable exchange rates at the time), any failure by the Borrower or any Guarantor to satisfy their obligations to Bank when due or fulfil any of their other obligations to the Bank under the Credit Facility Agreement or any other Loan Document, including without limitation, any reasonable out-of-pocket costs or expenses incurred by reason of the liquidation or re-employment in whole or in part of deposits or other funds required by the Bank to fund or maintain the Credit(s) or as a result of the failure of the Borrowers or any

Guarantor to take any action on the date required hereunder or specified by it in any notice given hereunder; except to the extent caused by the gross negligence or willful misconduct of the Indemnitees. Bank shall hold the benefit of this indemnity in trust for the Indemnitees not party hereto and this indemnity shall survive the termination of the Credit Facility Agreement.

- 12.3 Any and all payments to the Bank by or on account of any obligation of the Borrower or any Guarantor shall be made without deduction or withholding for any taxes, except as required by Applicable Law. If any Applicable Law requires the deduction or withholding of any tax from any such payment by the Borrower or any Guarantor, then the sum payable by the Borrower or Guarantor shall be increased as necessary so that after the deduction or withholding has been made, the Bank receives an amount equal to the sum it would have received had no such deduction or withholding been made.

ARTICLE 13 – ILLEGALITY

- 13.1 If the Bank determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Bank or its applicable lending office to make or maintain any Advance of a Credit (or to maintain its obligation to make any Advance), or to determine or charge interest rates based upon any particular rate, then, on notice by the Bank to the Borrower, any obligation of the Bank with respect to the activity that is unlawful shall be suspended until the Bank notifies the Borrower that the circumstances giving rise to that determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from the Bank, prepay (together with accrued interest) any Advance previously made in order to avoid the activity that is unlawful.

ARTICLE 14 – NOTICES

- 14.1 All notices and other communications provided for in this Credit Facility Agreement shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email to the Borrower (or, if to an Obligor other than the Borrower, in care of the Borrower or such other address as may have been provided to the Bank by the applicable Obligor by way of notice in accordance with this Section), at the address set forth on the first page of this Credit Facility Agreement and if to any other Obligor Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by email shall be deemed to have been given when sent (except that, if not given on a Business Day before 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next Business Day for the recipient). Any party may change its address or email for notices and other communications by notice to the other parties and each Obligor shall ensure it provides the Bank with prompt written notice of any changes to its notice contact details.

ARTICLE 15 - NO SET-OFF, ETC.

- 15.1 The obligations of the Obligors to make payments to the Bank shall be unconditional and such payments shall be made strictly in accordance with the terms of the Credit Facility Agreement and the other Loan Documents, without any claim, set-off, defence or other right which the Obligors may have at any time against the Bank or any other person.

ARTICLE 16 - ENTIRE AGREEMENT; NO NOVATION

- 16.1 The Credit Facility Agreement and the other Loan Documents constitute the entire agreement between the Bank and the Obligors with respect to the Credits. This Credit Facility Agreement amends and restates any Credit Facility Agreement previously executed by the Bank and the Obligors with respect to the Credit(s), provided it is expressly understood and agreed between the parties that this Credit Facility Agreement, as so amended and restated, does not novate the Credit(s) and the Bank expressly reserves all its rights and recourses under the Credit(s) and applicable Loan Documents.

ARTICLE 17 - AMENDMENTS, WAIVERS, SUCCESSORS AND ASSIGNS, SEVERABILITY

- 17.1 No amendment, supplement or waiver of any provision of the Credit Facility Agreement or any other Loan Document, nor any consent to any departure by any Obligor from any provision, shall in any event be effective unless it is in writing and signed by each of the parties.
- 17.2 This Credit Facility Agreement shall enure to the benefit of the Obligors and their applicable heirs, administrators, permitted successors and permitted assigns and the Bank and its successors and assigns and no Obligor may assign or otherwise transfer any of its rights or obligations under the Credit Facility Agreement or any other Loan Document without the prior written consent of the Bank. The Bank may sell, transfer, syndicate or assign the Credits, the indebtedness thereunder and Credit Facility Agreement and other Loan Documents, or any interest therein, from time to time without notice to or the consent of the Obligors.
- 17.3 If any provision of the Credit Facility Agreement is held to any extent invalid or unenforceable, the remainder of the Credit Facility Agreement, other than the provision which is held invalid or unenforceable, shall not be affected.

ARTICLE 18 - CONFLICTS OR INCONSISTENCY

- 18.1 In the event of any conflict or inconsistency between the terms and conditions of this Credit Facility Agreement and any other provisions of any other Loan Document (other than a VISA card agreement or an Equipment Finance Agreement), the terms and conditions of this Credit Facility Agreement shall govern to the extent necessary to remove the conflict or inconsistency.
- 18.2 In the event of any conflict or inconsistency between the terms and conditions of this Credit Facility Agreement and the terms and conditions in a VISA card agreement or an Equipment Finance agreement, the terms and conditions of the VISA card agreement or Equipment Finance Agreement, as applicable shall govern to the extent necessary to remove the conflict or inconsistency.
- 18.3 Notwithstanding Sections [18.1](#) and [18.2](#), if there is a right or remedy of the Bank set out in a Loan Document (including any Security) delivered to the Bank that is not set out or provided for in this Credit Facility Agreement, or the applicable VISA card agreement or Equipment Finance Agreement, such additional right or remedy shall not constitute a conflict or inconsistency.

ARTICLE 19 - FURTHER ASSURANCES

- 19.1 The Obligors shall, at the request of the Bank, promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters that may, in the reasonable opinion of the Bank, be necessary or desirable in order to fully perform and carry out the purpose and intent of the Credit Facility Agreement.

ARTICLE 20 - GOVERNING LAW

- 20.1 The Credit Facility Agreement and each other Loan Document, except for those that expressly provide otherwise, shall for all purposes be governed by and construed in accordance with, the laws of the Province set out in the notice address of the Borrower on the first page of this Credit Facility Agreement and the federal laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts in such Province.

ARTICLE 21 - LIMITATION PERIODS

- 21.1 To the extent that any limitation period applies to any claim for payment of the Obligations or remedy for enforcement of the Obligations under this Credit Facility Agreement or any other Loan Document, the Obligors agree that: (a) any limitation period is expressly excluded and waived entirely if permitted by Applicable Law; (b) if a complete exclusion and waiver of any limitation period is not permitted by Applicable Law, any limitation period is extended to the maximum length permitted by Applicable Law; (c) any limitation period expressed to be payable on demand shall not begin before an express demand for payment of the relevant obligations is made in writing by the Bank to the Obligors; (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment by the Obligors of its relevant obligations; and (e) this Credit Facility Agreement and each other document delivered in connection therewith shall be deemed to be a "business agreement" as defined in the *Limitations Act, 2002 (Ontario)* if that Act applies to it.

ARTICLE 22 - COUNTERPARTS AND EXECUTION OF DOCUMENTS

- 22.1 This Credit Facility Agreement and any security and other documents relating to the Credits established in it may be executed in counterparts and by different parties in different counterparts, all of which when taken together will constitute a single contract. Delivery of an executed counterpart of a document or a signature page to the document by telecopy or by sending a scanned or other copy by electronic mail or similar means or by way of electronic signature (including through an information system such as DocuSign or OneSpan or by any other electronic means) shall be as effective and have the same legal effect, validity and enforceability as delivery of an originally executed counterpart, but the Bank may from time to time require delivery of originally executed documents. The Bank may create and store copies of documents in any form as part of its business records, including by microfilm, photocopy and electronic image. Copies may be held in place of original documents and substituted for original documents for any purpose. In administering the Credits established in the Credit Facility Agreement and in otherwise dealing with the Obligors, the Bank may rely and act on e-mail, telecopier and other electronic communications that it reasonably believes have been sent by or on behalf of the Borrower or any guarantor, but the Bank may from time to time require that communications from the Borrower or any guarantor be in a non-electronic form specified by the Bank.

ARTICLE 23 - CONFIDENTIALITY AND SHARING OF INFORMATION

- 23.1 Subject to Section [23.2](#), each Obligor agrees it is under a duty to maintain this Credit Facility Agreement and its substance confidential and that the Credit Facility Agreement shall not be disclosed by any Obligor, publicly or privately, except to board of directors, legal counsel, accountants, employees and any other lenders of the Obligors (to the extent the loans and/or guarantees

are permitted to be incurred hereby) or as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by Applicable Law. Without limiting the generality of the foregoing, no Persons may use or refer to the Bank's name in any disclosure made in connection with any of the transactions described in this Credit Facility Agreement without the Bank's prior written consent.

- 23.2 Notwithstanding any other provision of any Loan Document, the Obligors acknowledge and agree that from time to time the Bank and one or more of RoyNat Inc., Roynat Capital Inc. and/or any other affiliate of the Bank may advise each other of any information which it may have relating to the affairs of any Obligor, including such Obligor's business, operations, property, liabilities, financial position or operating results and the particulars of the indebtedness and liability of the Obligor to each other and all security held by each other, and the applicable Obligor hereby consents to any such exchange of information.

ARTICLE 24 – LANGUAGE

- 24.1 The parties have required that the Loan Documents be in the English language, but without prejudice to documents that may from time to time be drawn up in French only, or in both French and English. Les parties ont exigé que cette convention et tout document de sûreté, hypothèque, contrat, document ou avis y afférent soient rédigés en langue anglaise, mais sans que cette disposition n'affecte toutefois la validité de tout tel document qui pourrait à l'occasion être rédigé en français seulement ou à la fois en français et en anglais.

ARTICLE 25 - SPECIAL ACTS

- 25.1 If you are a corporation, the Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Credit Facility Agreement, or to any agreement or instrument renewing or extending or collateral to this Credit Facility Agreement or to the rights, powers or remedies of the Bank under this Credit Facility Agreement or any such agreement or instrument.

ARTICLE 26 - CANCELLATION RIGHTS

- 26.1 In addition to any repayment or other cancellation rights, pursuant to Applicable Law the Borrower might have with respect to a particular Credit, if the Borrower is an Eligible Enterprise, the Borrower may cancel one or more Credits within three (3) Business Days of entering into this Credit Facility Agreement. If the Borrower notifies the Bank of cancellation of the applicable Credit within that time period, the Bank will acknowledge receipt of the cancellation notice and advise the Borrower of any reimbursement amounts to which the Borrower may be entitled. The Bank is not obliged to reimburse the Borrower or return amounts to the Borrower in relation to: (a) any amounts related to the Borrower's use of any Credit prior to cancellation; and (b) any expense that the Bank has reasonably incurred in providing the Borrower with any Credit.

ARTICLE 27 - NON-FINANCIAL COVENANTS

- 27.1 Positive Covenants- During the term of this Credit Facility Agreement, the Borrower and the Guarantor (if any) shall perform the covenants specified below:
- (a) For ongoing credit risk management purposes, all operating accounts of the Borrower and each other Obligor shall be maintained with the Bank.
 - (b) The Borrower will give the Bank the opportunity to offer additional future banking and credit requirements.

- (c) The Borrower shall provide the Bank with prompt notice of learning of any default or Event of Default and shall from time to time provide the Bank with all information reasonably requested by it concerning the status thereof.
 - (d) The Borrower shall provide the Bank with prompt written notice (but in no event later than 5 days) upon learning that one or more final judgments, writs of execution, garnishments or attachments or similar processes representing claims in an aggregate of \$100,000 or more for all of the Obligor at any time are issued or levied against any of their Property and shall from time to time provide the Bank with all information reasonably requested by it concerning the status thereof.
 - (e) Each Obligor shall: (i) pay all taxes as they become due and payable unless they are being contested in good faith by appropriate proceedings and adequate provision for payment of the contested amount has been made (with evidence of the provision provided to the Bank); and (ii) withhold from each payment made to any of its past or present employees, officers or directors, and to any non-resident of the country in which it is resident, the amount of all taxes and other deductions required to be withheld and pay the amount withheld to the proper tax or other receiving officers within the time required under any applicable law.
 - (f) Each Obligor shall maintain in good standing and shall obtain, as and when required, all licenses, permits and contracts that it requires to permit it to acquire, own, operate and maintain its business and property and perform its obligations under the Loan Documents to which it is or will be a party.
 - (g) Each Obligor shall maintain its existence and qualification to do business in all jurisdictions where it carries on business.
 - (h) Each Obligor shall operate its business in accordance with sound business practices and shall comply with all applicable laws, material contracts, licenses and permits and the terms of Permitted Liens.
 - (i) Each Obligor shall keep proper books of accounts and record.
 - (j) Each Obligor shall maintain or cause to be maintained, and shall provide the Bank annually or more often if requested with evidence, of insurance in respect of its property and business (including without limitation, in respect of inventory, accounts receivable, crop, hail, flooring and daily rental) underwritten with financially sound and reputable insurance companies and in such amounts and covering such risks as are usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Obligors operate and such insurance shall also confirm: (i) that with respect to all property and business policies, they contain a standard mortgage clause in favour of the Bank (to the extent applicable) and that the Bank is named as first mortgagee and loss payee, subject to prior ranking rights of any other relevant creditors permitted under the Loan Documents, with respect to such policies; (ii) all liability and business interruption insurance policies name the Bank as additional insured; and (iii) the Bank will be provided with at least 30 days' prior written notice of cancellation.
 - (k) Each Obligor shall perform all of its obligations under and in respect of each employee pension plan and statutory plans and shall remit or pay all payments, contributions and premiums that it is required to remit or pay to or in respect of each such plan, all in a timely way in accordance with the terms of the applicable plan and all applicable law.
 - (l) The Borrower shall promptly provide all information, including information concerning its direct and indirect holders of equity interests and other Persons exercising control over it, and its and their respective directors and officers, and including supporting documentation and other evidence, as may reasonably be requested by the Bank in order for the Bank to comply with its policies and procedures relating to applicable "know your client" rules and laws.
 - (m) The Borrower shall maintain adequate policies, procedures and controls to ensure that it and each of the directors, officers, employees and agents is in compliance with all AML Legislation.
 - (n) The Borrower shall notify the Bank promptly in writing on becoming aware of same, and in reasonable detail, if such Obligor:
 - (i) engages in any trade, commerce or other commercial dealings with any Sanctioned Person, or any country that is the subject of any Sanctions;
 - (ii) becomes a Sanctioned Person; or
 - (iii) receives notice of or becomes aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- 27.2 Negative Covenants- During the term of this Credit Facility Agreement, neither the Borrower nor any Guarantor (if any) shall do any of the things specified in this section without the prior written consent of the Bank:
- (a) No change in ownership is permitted.
 - (b) No mergers or investments are permitted.
 - (c) No Obligor shall create, incur, assume or permit the existence of any indebtedness for borrowed money except for the Obligations, or any other indebtedness permitted by the Bank in writing.
 - (d) No Obligor shall make any loan to or acquire debt of any other Person, guarantee, provide an indemnity in respect of, endorse or otherwise become liable for any debt, liability or obligation of any other Person, or give other financial assistance of any kind to any other Person, except for: (i) guarantees granted to the Bank; and (ii) financial assistance by way of extending trade credit to its customers in the ordinary course.
 - (e) No Obligor shall create, incur, assume, cause or permit any Lien upon or in respect of any of its property, except for Permitted Liens.
 - (f) No Obligor shall acquire any property of any Person (including any shares or other equity interest) or agree to do so except for: (i) property acquired through permitted capital expenditures; and (ii) acquisitions of inventory in the ordinary course.
 - (g) No Obligor shall carry on any business except the business carried on by the Obligors at the date of this Credit Facility Agreement, or any similar, related or incidental business.
 - (h) No Obligor shall sell, lease, sell and lease-back or otherwise dispose of any of its property or any rights or interests in its property or agree to do so except for: (i) sales of obsolete or redundant equipment in the ordinary course; and (ii) sales, leases and other dispositions between Obligors; and (iii) sales and other dispositions at arm's length and on commercially reasonable terms of property of the Obligors having an aggregate value of less than \$250,000 for all disposition in any fiscal year, provided no default or Event of Default has occurred and is continuing or would result from the disposition.

- (i) No change in auditors is permitted unless an internationally recognized accounting firm is appointed and no Obligor shall change its fiscal year end.
- (j) No Obligor shall enter into any derivative or hedge agreement except for the purposes of prudent management of its interest rate, foreign currency and commodity price exposure and not for speculative purposes.
- (k) No Obligor shall enter into any transaction of any kind with an affiliate, related party or other Person, except on a commercially reasonable basis as if it were dealing with the Person on an arm's length basis.
- (l) No Obligor shall assign (except to another Obligor or as part of the Security) or terminate any material contract to which it is a party or material permit applicable to it (except at the expiry of its term by lapse of time) or accept the surrender of any such material contract or material permit. No Obligor shall cause or permit any material amendment or material modification to, grant any material waiver of any material term of, or grant any material consent or material concession under, any material contract to which it is a party or material permit applicable to it, nor shall any Obligor cause or permit any amendment or modification to any material contract to which it is a party or material permit applicable to it without notifying the Bank of the amendment or modification.
- (m) Each Obligor (as applicable), declares, covenants and agrees not to:
 - (i) fund all or part of any payment or repayment in connection with any obligation under this Agreement out of proceeds derived from business or transactions with a Sanctioned Person, or from any action which is in breach of any Sanctions.
 - (ii) take, directly or indirectly, any action with respect to the use of proceeds from a Loan that will result in a violation by any Person (including, without limitation, an Obligor or Bank) of the laws of any applicable jurisdiction, including without limitation, Sanctions.

27.3 Other Covenants- During the term of this Credit Facility Agreement, the Borrower and the Guarantor (if any) acknowledges:

- (a) That Bank is required to act in accordance with, and it is the Bank's policy to comply with, Laws and Rules, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion; and the Bank may take any action (a "Compliance Action") that the Bank, in its sole discretion, considers appropriate to act in accordance with Sanctions or other laws and rules. Such Compliance Action may include the interception and investigation of any payment, communication or instruction, or other information; the making of further enquiries as to whether a Person is subject to any Sanctions; and the refusal to process any transaction or instruction (including advance or acceptance of repayment of funds) that does not conform with Sanctions.
- (b) That pursuant to AML Legislation, the Bank may be required to obtain, verify and record information regarding each Obligor, each of their respective subsidiaries and each of their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of any of them, and the transactions contemplated herein. Each Obligor shall, promptly provide all such information as may be reasonably required by the Bank, or any assignee or participant of the Bank, in order to comply with AML Legislation.

ARTICLE 28 - DEFINED TERMS; RULES OF INTERPRETATION

28.1 In this Credit Facility Agreement, including this Schedule, the following capitalized terms shall have the following meanings:

- (a) "Advance" means an availing of a Credit by the Borrower.
- (b) "Anti-Terrorist Financing and Anti-Money Laundering Laws" means all applicable law concerning or related to money laundering or financing terrorism and which are applicable to the Bank, any Obligor or any affiliate thereof, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.
- (c) "Applicable Law" means: (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, request, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, in each case binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the Property of that Person, and in each case whether or not having the force of law. For clarity, Applicable Law shall include the *Cannabis Act (Canada)*, the *Controlled Drugs and Substances Act (Canada)*, the *Criminal Code (Canada)*, the *Food and Drugs Act (Canada)* and all relevant regulations promulgated thereunder, and any other applicable federal, provincial or territorial laws, regulations, rules or guidelines applicable to the production, distribution, transportation, sale or promotion or research in respect of cannabis in effect from time to time.
- (d) "Authority" means an administrative body that regulates and/or publishes the relevant Benchmark Rate, including any applicable Governmental Authority that has the direct or indirect ability to determine whether or not a Benchmark Rate shall be generally used in the market and/or published.
- (e) "Benchmark Rate" means any interest rate, fee or charge in a Loan Document that is based on or equivalent to a standard regularly published rate.
- (f) "Business Day" means a day of the year, except a Saturday, Sunday or any statutory holiday, on which the Bank is open for normal banking business or, with respect to US Base Rate Advances and SOFR Advances, the Bank is open for normal banking business at its principal office in New York, USA.
- (g) "Capital Expenditures" means, for any fiscal period, any amounts accruing or paid in respect of any purchase or other acquisition for value of capital assets or in respect of the development, improvement, construction, replacement, repair or maintenance of any capital asset to the extent any such amount qualifies as a 'capital expenditure' under GAAP.
- (h) "CORRA" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).
- (i) "CORRA Adjustment" means in respect of a CORRA Advance, an adjustment per annum equal to: (i) 0.295% (for a 1-month Interest Period); (ii) 0.321% (for a 3-month Interest Period); or (iii) such other rate as the Bank may notify the Borrower in writing from time to time.
- (j) "CORRA Advance" means any one of a Daily Compounded CORRA Advance or a Term CORRA Advance.

- (k) “Credits” means the credit facilities established by the Bank in favour of the Borrower and set out in the Credit Facility Agreement.
- (l) “Daily Compounded CORRA” means, for any particular day in a given Interest Period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a 5 Business Day lookback unless otherwise specified in another agreement with the Bank) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada or on its behalf for determining compounded CORRA for business loans, provided that if the Bank decides that such convention is not administratively feasible for the Bank, then the Bank will establish another convention in its reasonable discretion.
- (m) “Daily Compounded CORRA Advance” means an Advance comprised of Daily Compounded CORRA Loans.
- (n) “Daily Compounded CORRA Loan” means a Loan that bears interest at a rate based on (a) the Daily Compounded CORRA rate plus (b) the CORRA Adjustment, if any, plus the credit spread per annum, in each case stipulated in the Interest section of the Credit Facility Agreement for a period of 1 month, the rate to be established two (2) business days prior to each drawdown or rollover with interest payable monthly; provided that in no event will such rate be less than zero.
- (o) “Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day “i”) that is five (5) U.S. Government Securities Business Days prior to: (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day; or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website.
- If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day “i”, SOFR in respect of such day “i” has not been published on the SOFR Administrator’s Website, then SOFR for such day “i” will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change without notice to the Borrower.
- (p) “Daily Simple SOFR Advance” means an advance of a Credit bearing interest based on Daily Simple SOFR plus the credit spread plus the SOFR Adjustment, if any, in each case identified as such in the Credit Facility Agreement; provided that in no event will such rate be less than zero.
- (q) “Debtor” means each Person that is party to the Security and has granted a Lien on some or all of its property and assets in favour of the Bank to secure payment or performance of an obligation.
- (r) “Demand Credit” means a facility that is made entirely at the Bank’s discretion and is repayable by the Obligor to the Bank at any time on demand, irrespective of whether or not an Event of Default has occurred.
- (s) “Discontinuation Event” means: (i) an announcement by or on behalf of an Authority that the relevant Benchmark Rate will no longer be used or published; (ii) the relevant Benchmark Rate is not published for five consecutive Business Days and such failure is not reasonably believed to be temporary in nature; or (iii) the Authority has invoked its insufficient submissions policy (or any policy of similar effect) for the relevant Benchmark Rate.
- (t) “EBITDA” means, for any period, with respect to any Person, an amount equal to, without duplication, such Person’s net income or net loss for such period before non-recurring or non-cash items agreed to by the Bank in writing at its sole discretion plus interest, income tax, depreciation and amortization expenses during the period.
- (u) “Eligible Enterprise” means a business with authorized credit of less than \$1,000,000, fewer than 500 employees and annual revenues of less than \$50,000,000.
- (v) “Equipment Finance Contract” means the Equipment Finance Contract, Capital Lease Contract, Progress Payment Agreement and all other supporting documents.
- (w) “Event of Default” means each of the events described in Section [11.2](#) of this Schedule A.
- (x) “Fixed Charge Coverage Ratio” means the ratio of (a) EBITDA, less all unfunded capital expenditures, cash taxes, cash dividends, withdrawals, or other advances to management, shareholders and affiliates to (b) the sum of all principal and cash interest payments made or required to have been made by the Borrower on account of Funded Debt calculated on a trailing 12-month basis.
- (y) “Funded Debt” means all short term and long-term interest-bearing debt, capital leases and other obligations as defined by the Bank.
- (z) “GAAP” means generally accepted accounting principles.
- (aa) “Governmental Authority” means the government of Canada or any other nation, or of any of its political subdivisions, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra national bodies such as the United Nations, the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.
- (bb) “Interest Election Request” means an irrevocable written request by the Borrower to the Bank specifying: (i) the Advance to which the request applies; (ii) the effective date of the election (which must be the last day of the then current Interest Period in respect of Rollover of an existing CORRA Advance or SOFR Advance, and a Business Day); (iii) the type of the Advance post election (Prime Rate, US Base Rate in Canada, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR or Term SOFR); and (iv) the Interest Period to be applicable in respect to a CORRA Advance or SOFR Advance. If the Interest Election Request does not contain the information specified above to the satisfaction of the Bank, the Advances to which it relates will be converted to Prime Rate Advances or US Base Rate Advance.
- (cc) “Interest Period” means, for any Credit referencing a Benchmark Rate, the period commencing on the applicable date of drawdown or rollover of such Credit and ending on the maturity date of such Credit.

- (dd) "Lien" means, with respect to any property, any mortgage, debenture, deed of trust, lien, pledge, hypothec, hypothecation, encumbrance, charge, assignment by way of security, consignment, security interest, royalty interest, adverse claim, defect of title or right to set off in, on or of the property.
- (ee) "Loan Documents" means this Credit Facility Agreement, the Security and any other agreement or arrangement to which the Bank and (i) Borrower and/or (ii) any Guarantor or Debtor, are parties.
- (ff) "Marketable Securities" means unrestricted realizable securities that bonds and/or stocks listed on a recognized stock exchange and having a minimum value of \$5 per share that is acceptable to the Bank.
- (gg) "Net Inventory" means Inventory means, in respect of a Person, the sum of raw materials and finished goods owned by such Person that is in good condition and is valued at the lower of cost or market in accordance with GAAP, less (i) inventory subject to Liens held by other Persons or priority payables, in each case which rank or may have priority over the Bank's security (including unpaid inventory received from suppliers during the past 30 days or any other inventory subject to repossession under the *Bankruptcy and Insolvency Act (Canada)* or other similar applicable law) and (ii) inventory that is located on property that is not owned or leased by such Person or is otherwise located outside of Canada.
- (hh) "Obligations" means all debts, liabilities and obligations (including, debts and liabilities relating to derivatives or hedging transactions, cash consolidation, cash management or electronic fund transfer arrangements, and interest and fees accruing after the maturity of the Credits and after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding) in any currency, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under the Credit Facility Agreement or any other Loan Document, whether arising from dealings between the Bank and the Borrower or from any other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Borrower and wherever incurred, and whether incurred by the Borrower alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses owing or remaining unpaid by the Borrower to the Bank in any currency.
- (ii) "Obligors" means, collectively, the Borrower, the Guarantors and the Debtors and "Obligor" means any one of them.
- (jj) "Operating Credit" means a demand revolving credit facility where the principal amount of any Advance under such credit facility which is repaid from time to time, may, subject to the terms of the Credit Facility Agreement, be reborrowed.
- (kk) "Permitted Liens" means: (i) Liens granted to the Bank; (ii) statutorily created liens arising from taxes, worker's compensation claims or similar obligations incurred in the ordinary course of business and which are not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or the validity of which are being contested in good faith by appropriate proceedings and for which the Person has set aside adequate reserves in accordance with GAAP; and (iii) any other Liens which have been expressly agreed to in writing by the Bank.
- (ll) "Person" means any natural person, corporation, company, limited liability company, trust, joint venture, association, partnership, Governmental Authority or other entity, and "person" has the same meaning.
- (mm) "Prime Rate" means, on any day, the greater of: (i) the annual rate of interest established by the Bank as its reference rate for that day for commercial loans made by it in Canada in Canadian dollars; and (ii) Term CORRA for an Interest Period of 1 month, plus the CORRA Adjustment, if any plus 1.00% per annum.
- (nn) "Prime Rate Advance" means an advance of a Credit in Canadian dollars bearing interest based on the Prime Rate, plus the credit spread per annum, if any, identified as such in the Credit Facility Agreement.
- (oo) "Priority Payables" means: (i) Liens held by other Person's which rank or may have priority over or *pari passu* with the Bank's security; (ii) accounts owing to a governmental authority unless any conditions in connection with the assignment of such accounts (including conditions under the *Financial Administration Act (Canada)* have been complied with; and (iii) accounts subject to deemed trusts or liens imposed by any governmental authority for unpaid wages, vacation pay, worker's compensation, unemployment insurance premiums, pension plan contributions or wind-up or solvency deficiency, withheld but unremitted employee or non-resident withholding tax source deductions, realty taxes (including utility charges and business taxes which are collectable like realty taxes), unremitted goods and services or harmonized sales taxes, provincial sales taxes, customs duties or any other similar statutory obligations secured by a Lien on such Person's assets.
- (pp) "Replacement Rate" means an alternate interest rate, fee, or charge, including any positive or negative spread adjustment or method for determining such spread adjustment selected by the Bank, acting reasonably, in each case giving due to consideration to any market convention for similar credit facilities.
- (qq) "Revolving Term Credit" means a revolving term credit facility where the principal amount of any Advance under such credit facility which is repaid from time to time, may, subject to the terms of the Credit Facility Agreement, be reborrowed.
- (rr) "Rollover" means, the continuation of all or a portion of a Term CORRA Advance for an additional Interest Period.
- (ss) "Rollover Date" means the date of commencement of a new Interest Period applicable to a Term CORRA Loan Advance.
- (tt) "Sanctions" means any trade, economic or financial sanctions, laws, regulations, executive orders, embargoes or restrictive measures imposed, administered or enforced by a Sanctions Authority.
- (uu) "Sanctions Authority" means any one or a combination of:
- (i) The United Nations;
 - (ii) The United States of America;
 - (iii) Canada;
 - (iv) The United Kingdom and each representative member of the European Union and;
 - (v) The governments and official institutions or agencies of any of paragraphs (i) to (iv) above, including the Security Council of the United Nations, OFAC, the United States Department of State, Global Affairs Canada and His Majesty's Treasury of the United Kingdom.

- (vv) "Sanctioned Country" means at any time a country, region or territory which itself is the subject or target of any Sanctions.
 - (ww) "Sanctioned Person" means a Person that is, or is directly or indirectly owned or controlled by, a Person or Persons listed, designated, or sanctioned under any Sanctions or any Person operating, organized or resident in a Sanctioned Country.
 - (xx) "Security" means all security documents and guarantees and indemnities made by the Borrower, a Guarantor or any other Person in favour of or for the benefit of the Bank, securing or intended to secure or support the repayment of the Obligations and other debts, liabilities and obligations to the Bank.
 - (yy) "SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.
 - (zz) "SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).
 - (aaa) "SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.
 - (bbb) "SOFR Adjustment" means, in respect of a SOFR Advance, an adjustment per annum equal to: (i) 0.10% (for a 1-month Interest Period); (ii) 0.15% (for a 3-month Interest Period); (iii) 0.25 (for a 6-month Interest Period); or (iv) such other rate as the Bank may notify the Borrower in writing from time to time.
 - (ccc) "SOFR Advance" means any one of a Daily Simple SOFR Advance or a Term SOFR Advance.
 - (ddd) "Tangible Net Worth (TNW)" means the sum of share capital, earned and contributed surplus and postponed funds less (i) amounts due from directors, officers, shareholders or any other affiliate or related party of the Obligors, (ii) investments in affiliates (iii) intangible assets as defined by the Bank.
 - (eee) "Term CORRA Administrator" means Candean Benchmark Administration Services Inc., TSX Inc., or any successor administrator.
 - (fff) "Term CORRA" means, for the period of one (1) or three (3) months as selected by the Borrower in a loan request or Interest Election Request, or the Rollover Date, the forward-looking term rate based on CORRA, or any successor thereto selected by the Bank, and that is published by the Term CORRA Administrator and is displayed on a screen or other information service, as identified or selected by the Bank that is 2 Business Days prior to the first day of the applicable Interest Period determined by the Bank in its reasonable discretion in a manner substantially consistent with market practice.
 - (ggg) "Term CORRA Advance" means an Advance comprised of Term CORRA Loans.
 - (hhh) "Term CORRA Loan" means a Loan that bears interest at a rate based on (a) the Term CORRA, plus (b) the CORRA Adjustment, if any, plus the credit spread per annum, in each case stipulated in the Interest section of the Credit Facility Agreement for periods of one (1) or three (3) months, the rate to be established three (3) Business Days prior to each drawdown or rollover with interest payable monthly; provided that in no event will such rate be less than zero.
 - (iii) "Term SOFR" means, with respect to an Advance, the rate of interest per annum determined by the Bank before the date of funding of the Advance and advised to the Borrower as being the "CME Term SOFR Reference Rate" as administered by CME Group Benchmark Administration Ltd. (or any other Person that takes over the administration of such rate) as displayed on the applicable Bloomberg screen page that displays such rate (or, in the event such rate does not appear on such page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time) for an amount and period approximately equal to the amount and term of the Advance.
 - (jjj) "Term SOFR Advance" means an advance of a credit bearing interest based on Term SOFR plus the SOFR Adjustment, plus the credit spread per annum identified as such in the Credit Facility Agreement for periods of one (1), three (3) or six (6) months, the rate to be established three (3) Business Days prior to each drawdown or rollover with interest payable monthly; provided that in no event will such rate be less than zero.
 - (kkk) "Total Liabilities" means the total balance sheet liabilities (not including postponed shareholder loans).
 - (lll) "Trust/Lienable Payables" means defined as payables owed to subcontractors, suppliers or other person who supply services or materials to an improvement to the property being improved. Materials are considered to be supplied to an improvement if they are: (i) placed on the property on which the improvement is being made; (ii) placed on land designated by the owner, contractor or subcontractor, in the immediate vicinity of the improved property; or (iii) incorporated into, or used in making, or facilitating, the making of an improvement. If Trust payables are not identified by the borrower, all accounts payables to be deducted.
 - (mmm) "US Base Rate in Canada" means, on any day, the greatest of: (i) the annual rate of interest established by the Bank as its reference rate for that day for commercial loans made by it in Canada in US dollars; (ii) the interest rate per annum equal to 0.50% per annum above (A) the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System as published for the day (or, if the day is not a Business Day, for the preceding Business Day) by the Federal Reserve Bank of New York or, (B) if that rate is not published for that day by the Federal Reserve Bank of New York, the average of the quotations for that day for those transactions received by the Bank from three federal funds brokers of recognized standing; and (iii) Term SOFR for a period of 30 days plus the SOFR Adjustment, if any, plus 1.00% per annum.
 - (nnn) "US Base Rate Advance" means an advance of a Credit made by the Bank in US dollars bearing interest based on the US Base Rate in Canada, plus the credit spread per annum, if any, identified as such in the Credit Facility Agreement.
 - (ooo) "U.S. Government Securities Business Day" means any day except for: (a) a Saturday; (b) a Sunday; or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.
- 28.2 In this Credit Facility Agreement or any Security:
- (a) if any action (including payment) is required to be taken on or by a specified date that is not a Business Day, the action is valid if taken on or by the next Business Day except that, in the case of a payment, if the next Business Day is in a different calendar month then the payment must be made on the preceding Business Day;

- (b) the division into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of such Loan Document; the definitions of terms apply equally to the singular and plural forms of the terms defined; whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms; the words "include," "includes" and "including" will be interpreted as being followed by the phrase "without limitation"; and the words "will," "shall" and "must" have the same meaning and effect;
- (c) unless the context requires any definition of or reference to any agreement, instrument or other document (including any definition of or reference to this Credit Facility Agreement) refers to that agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified;
- (d) any reference to any Person includes the Person's successors and permitted assigns;
- (e) unless otherwise specified, any reference to any law or regulation refers to that law or regulation as amended, modified or supplemented from time to time; and
- (f) time shall be of the essence.

The Corporation of the City of Temiskaming Shores

By-law No. 2024-144

**Being a by-law to authorize the entering into a lease agreement
with Dr. Peter Hutten-Czapski for the rental of space at the
Haileybury Medical Centre**

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

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

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

Whereas Council for the City of Temiskaming Shores reviewed Administrative Report No. CS-042-2024 at the December 3, 2024 meeting, and directed staff to prepare the necessary by-law to enter into a two-year lease agreement with Dr. Peter Hutten-Czapski for the rental of 648 ft² of office space at the Haileybury Medical Center effective January 1, 2025 until December 31, 2026; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Hutten-Czapski.

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 Dr. Hutten-Czapski for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 17th day of December, 2024.

Mayor

Clerk



Schedule A to
By-law No. 2024-144
Agreement between
The Corporation of the City of Temiskaming Shores
and
Dr. Peter Hutten-Czapski
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Dr. Peter Hutten-Czapski

Lease

Shelly Zubych
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of December, 2024

Between:

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

And:

Dr. Peter Hutten-Czapski
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of six hundred forty-eight square feet (648 sq.ft.), located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 1st day of January, 2025 and ending on the 31st day of December 2026.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Eight hundred twenty-four dollars and four cents (\$824.04) per month plus HST**, for year one (1). A two-percent (2%) increase will be applied to the rental rate effective January 1st of each year of the term. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month

during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) Rent** - to pay rent;
- b) Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience

- to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
 - h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
 - i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
 - j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;

- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any

other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the

premises was (or were) holding over after the expiration of the term without any right whatever;

- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) Right of termination by the Tenant** - The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of **three months** rent in lieu of notice.
- j) Right of termination by the Landlord** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- k) Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- l) Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a

sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of this page left intentionally blank

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in
the presence of

Dr. Peter Hutten Czapski

Dr. Peter Hutten Czapski

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-145

**Being a by-law to authorize the entering into a lease agreement
with Dr. Chelsea Pretty for the rental of space at the Haileybury
Medical Centre**

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

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

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

Whereas Council considered Administrative Report No. CS-042-2024 at the December 3, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with Dr. Chelsea Pretty for the rental of 408 ft² of office space at the Haileybury Medical Center, effective January 1, 2024 until December 31, 2026; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Chelsea Pretty.

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 Dr. Chelsea Pretty for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 17th, day of
December, 2024.

Mayor

Clerk



Schedule A to

By-law No. 2024-145

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Chelsea Pretty

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Dr. Chelsea Pretty

Lease

Shelly Zubych
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of December, 2024.

Between:

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

And:

Dr. Chelsea Pretty
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of Four Hundred and Eight Square Feet (408 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 1st day of January, 2025 and ending on the 31st day of December, 2026.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Five Hundred and Twenty-Five Dollars and Sixty-Four Cents (\$525.64) per month plus HST**, for year one (1). A two percent (2%) increase will be applied annually.

Rent is payable to the City of Temiskaming Shores and due on the first day of each

and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned

and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;

- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility

or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the

premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

- i) **Right of termination by the Tenant** - The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of **three months** rent in lieu of notice.
- j) **Right of termination by the Landlord** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- k) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- l) **Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- m) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator

for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) Notice** - 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 Tenant:

Dr. Chelsea Pretty
P.O. Box 2010
Haileybury, Ontario P0J 1K0
Attn.: Chelsea Pretty

The Landlord

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

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of page left blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in
the presence of

Dr. Chelsea Pretty

Dr. Chelsea Pretty

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2024-146

**Being a by-law to authorize the execution of an agreement with
Circular Materials Ontario (CMO) for compensation related to the
operation of the recycling convenience depot at the New Liskeard
Landfill, from January 1, 2025 until December 31, 2025**

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

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

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

Whereas Council considered Administrative Report No. PW-032-2024 at the December 17, 2024 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Circular Materials Ontario (CMO) for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill, for consideration at the December 17, 2024 Regular 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 Circular Materials Ontario (CMO) for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill, from January 1, 2025 until December 31, 2025, 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 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 17th day of December, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-146

Agreement between

The Corporation of the City of Temiskaming Shores

and

Circular Materials Ontario

for compensation related to the operation of the recycling convenience depot
at the New Liskeard Landfill, from January 1, 2025 until December 31, 2025

Note: CMO Agreement is identified as Confidential

The Corporation of the City of Temiskaming Shores

By-law No. 2024-147

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 December 3, 2024; and for the Regular meeting on December 17, 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 **December 17, 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 **December 3, 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 17th day of December, 2024

Mayor

Clerk