



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 5, 2021 – 6:00 p.m.
Electronic Meeting

Agenda

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

Draft Motion

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

5. **Disclosure of Pecuniary Interest and General Nature**
6. **Review and adoption of Council Minutes**

Draft Motion

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

a) Regular meeting of Council – December 15, 2020.

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

None
8. **Question and Answer Period**

9. Presentations / Delegations

None

10. Communications

- a) Association of Municipalities of Ontario

Re: Discussion Paper on a Proposed Integrated Management Approach to Plastic Products to Prevent Waste and Pollution, 2020-12-09

Reference: Received for Information

- b) General (Ret'd) Rick Hillier, Chair of the COVID-19 Vaccine Distribution Task Force

Re: Ontario's Vaccine Distribution Implementation Plan, 2020-12-12

Reference: Received for Information

- c) Stacey Blair, Town Clerk – Town of Carleton Place

Re: Post Pandemic Recovery Plan and Childcare, 2020-12-14

Reference: Received for Information

- d) Barbara Knauth, Deputy Clerk-Treasurer - Township of Matachewan

Re: Municipal Funding Opportunities and Application Timelines, 2020-12-14

Reference: Received for Information

- e) Honourable John Yakabuski, Minister of Natural Resources and Forestry

Re: Temagami Forest Management Corporation (TFMC) Approval, 2020-12-15

Reference: Received for Information

- f) Honourable Todd Smith, Minister of Children, Community and Social Services

Re: Building a Strong Foundation for Success: Reducing Poverty in Ontario (2020-2025), 2020-12-16

Reference: Received for Information

- g) Honourable Caroline Mulroney, Minister of Transportation

Re: Phase 2 Update of the Safe Restart Agreement (SRA) funding for public transit, 2020-12-15

Reference: Referred to the Treasurer and the Transit Committee

- h) Honourable Steve Clark, Minister of Municipal Affairs and Housing

Re: Discussion paper on a new regulatory proposal to implement recent amendments to the Drainage Act, 2020-12-16

Reference: Referred to the Municipal Clerk

- i) Honourable Steve Clark, Minister of Municipal Affairs and Housing

Re: Safe Restart Agreement and Top-up Allocation, 2020-12-16

Reference: Referred to the Treasurer to Sign Acknowledgement

- j) Ottawa River Regulation Planning Board

Re: Fall River Conditions, 2020-12-18

Reference: Received for Information

- k) MyCatch Tournaments

Re: Ontario Ice Fishing Challenge, 2020-12-18

Reference: Received for Information

- l) C. Tarling, Director of Legislated Services & City Clerk – City of Kitchener

Re: Support - Distance separation for Licensed Cannabis Stores, 2020-12-18

Reference: Received for Information

- m) Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs

Re: Updates to the Ontario Wildlife Damage Compensation Program (OWDCP), 2020-12-21

Reference: Received for Information and referred to the Municipal Clerk

- n) Sandra Kitchen, Deputy Clerk-Council Services – Town of Kingsville

Re: Support - Letter of Support for Small Businesses, 2020-12-21

Reference: Received for Information

- o) Earleton-Timiskaming Regional Airport Authority

Re: Financial Reports for October 2020 and November 2020

Reference: Received for Information

- p) Aime Dimatteo, Director General - FedNor

Re: Contribution to the City of Temiskaming Shores – Virtual Northern Ontario Showcase at the Prospectors and Developers Association of Canada Convention, 2020-12-22

Reference: By-law presented for consideration in Section 16 – By-laws

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. p) according to the Agenda references.

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the New Liskeard Business Improvement Area Board of Management Meeting held on November 16, 2020; and
- b) Minutes of the Earleton-Timiskaming Regional Airport Authority Meetings held on October 22, 2020 and on November 12, 2020.

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) Support - Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation**

Draft Motion

Whereas at its meeting of November 11, 2020, Hamilton City Council approved a resolution regarding a request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation; and

Whereas the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040; and

Whereas Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly); and

Whereas the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plant built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024); and

Whereas alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh); and

Whereas the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities; and

Whereas the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative; and

Whereas a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and

Whereas our City of Hamilton staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs".

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby supports the City of Hamilton in its request to the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and

Further that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; John Vanthof, MPP for Timiskaming-Cochrane; and to the City of Hamilton.

b) Support - Gravel Watch Ontario - Information regarding aggregate extraction, planning and rehabilitation (Deferred from the December 15, 2020 Meeting)

Motion (deferred from the December 15, 2020)

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that The Corporation of the City of Temiskaming Shores supports the position of Gravel Watch Ontario, requesting that the Government of Ontario consult municipalities and communities more broadly to develop and implement regulations which will evaluate and rationalize the supply and demand equation for stone, sand, and gravel; and

That regulations need to be applied consistently and clearly as the lack of clarity is currently costing municipalities and communities; and

That the commitment for the rehabilitation of dormant and abandoned pits to their best possible uses is made at the time of licensing; and

That that the Province needs to be more responsive and more responsible to residents, communities and the municipalities which represent them; and

Further that a copy of this resolution be forwarded to the Honourable John Yakabuski, Minister of Natural Resources & Forestry; the Federation of Northern Ontario Municipalities; the Association of Municipalities of Ontario; and John Vanthof, MPP for Timiskaming-Cochrane.

c) January to December 2020 Year-to-Date Capital Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt the January to December 2020 Year-to-Date Capital Financial Report for information purposes.

d) Memo No. 001-2021-CS – Council Attendance Report and 2019 Statement of Remuneration (Requested at the December 1, 2020 Regular Meeting)

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2021-CS for information purposes.

e) Administrative Report No. CS-001-2021 – Health and Safety Policy and Program

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-001-2021;

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act; and

That Council acknowledges that the Joint Health and Safety Committees will continue to operate under the requirements of the Occupational Health and Safety Act.

f) Administrative Report No. CS-002-2021 – Violence and Harassment in the Workplace

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2021; and

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

g) Administrative Report No. CS-003-2021 – ICON Funding for Dymond Industrial Park

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2021; and

That Council supports an application to the ICON Program in partnership with Eastlink Communications to service the Dymond Industrial Park with high-speed broadband service.

h) Memo No. 001-2021-PW – Delegation of Authority to Sole Source*Draft Motion*

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.001-2021-PW; and

That Council hereby delegates authority to the Manager of Transportation Services to purchase two (2) used garbage trucks within the approved budget limit of \$120,000; including sole sourced options resulting from auctions or online sales.

16. By-laws*Draft Motion*

Be it resolved that:

- | | |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| By-law No. 2021-001 | Being a by-law to authorize borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2021 |
| By-law No. 2021-002 | Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges |
| By-law No. 2021-003 | Being a by-law to authorize an Agreement between The Corporation of the City of Temiskaming Shores and the Management / Non-Union Employees of the City of Temiskaming Shores |
| By-law No. 2021-004 | Being a by-law to Authorize the Execution of the Transfer Payment Agreement for the Municipal Transit Enhanced Cleaning between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores |
| By-law No. 2021-005 | A By-Law to Authorize the Execution of the Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention between Her Majesty the Queen in Right of Canada Represented by the Minister of Economic Development and Official |

Languages and the Corporation of the City of Temiskaming
Shores

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2021-001;

By-law No. 2021-002;

By-law No. 2021-003;

By-law No. 2021-004; and

By-law No. 2021-005

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

17. Schedule of Council Meetings

a) Regular – Tuesday, January 19, 2021 at 6:00 p.m.

b) Regular – Tuesday, February 2, 2021 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2021-006 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on January 5, 2021 be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2021-006 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

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

Mayor- Carman Kidd

Clerk - Logan Belanger



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 15, 2020 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Draft Minutes

1. Call to Order

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

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Doug Jelly, Mike McArthur and Danny Whalen

Present: Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Shelly Zubycck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitch Lafreniere, Manager of Transportation Services

Regrets: Councillor Patricia Hewitt
Councillor Jeff Laferriere
Logan Belanger, Municipal Clerk

Members of the Public Present: 0

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2020-596

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 15 – New Business, Item h) Memo No. 032-2020-CS – CUPE Local 5014 Collective Agreement Negotiations** and **Section 16 - By-Law No. 2020-125**, as his father works for the City of Temiskaming Shores.

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 19 – Closed Session, Item b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Management Discussions Negotiations**, as his sister works for the City of Temiskaming Shores.

Councillor Laferriere declared a Conflict of Pecuniary Interest related to **Section 19 – Closed Session, Item c) Under section 239 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction to be applied to negotiations regarding the New Liskeard Marina**, as his son is engaged in discussions with the City of Temiskaming Shores regarding the operation and lease of the facility.

6. Review and adoption of Council Minutes

Resolution No. 2020-597

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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

- a) Regular meeting of Council – December 1, 2020;
- b) Special meeting of Council – December 8, 2020; and
- c) Special meeting of Council - December 9, 2020.

Carried

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

None

8. **Question and Answer Period**

None

9. **Presentations / Delegations**

None

10. **Communications**

- a) Trevor Fleck – Director of Intergovernmental Policy and Program Delivery Branch – Ministry of Infrastructure

Re: Ontario Community Infrastructure Fund Formula-Based Component, 2020-12-01

Reference: Received for Information

- b) Meagan Elliott, Municipal Clerk – Town of Kirkland Lake

Re: Support Bill 226 – The Broadband is an Essential Service Act, 2020-12-03

Reference: Received for information

- c) Ryan Snyder, Chief Financial Officer - Cobalt Camp Refinery Limited

Re: Petition of Abandonment of Drainage Works – Nobes Municipal Drain

Reference: Referred to the Municipal Clerk and the Drainage Superintendent for a report to Council at the January 19, 2021 regular meeting

- d) Fred Eisenberger, Mayor – City of Hamilton

Re: Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation, 2020-12-05

Reference: Received for Information

- e) Fred Eisenberger, Mayor – City of Hamilton

Re: Temporary Cap on Food Delivery Service Charges, 2020-12-05

Reference: Received for Information

- f) Barbara Knauth, Deputy Clerk Treasurer – Township of Matachewan

Re: Support – Bill 226 Broadband as an Essential Service Act, 2020-12-07

Reference: Received for Information

- g) Brian Dobbs, Chair, Board of the Haileybury Heritage Museum

Re: Support for Great Fire of 1922 Centennial Event scheduled on October 4, 2022, 2020-12-04

Reference: Referred to the Economic Development Officer

Resolution No. 2020-598

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. g) according to the Agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2020-599

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

- a) Minutes of the Bicycle Friendly Community Committee meetings held on January 13, 2020; April 20, 2020 and on September 21, 2020; and
- b) Minutes of the Splash Pad Committee meetings held on March 4, 2020; April 21, 2020; April 28, 2020; September 30, 2020, and November 18, 2020.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Whalen, on behalf of the Temiskaming Municipal Association, wished fellow members of Council a Merry Christmas. At this time, the Association is not meeting in person, however, connecting via teleconference when necessary.

Mayor Kidd advised he received a letter from the Minister of Transportation, Caroline Mulroney regarding the draft Transportation Plan for Northern Ontario which includes 60 actions to improve travel options for people in northern First Nationals and remote communities.

Mayor Kidd advised he received a letter from Minister of Natural Resources and Forestry, John Yakabuski regarding the formal approval of the Temagami Forest Management Corporation.

Mayor Kidd recognized long-time City employee Rick Watson who is retiring on December 31, 2020 after 26 years of service.

14. Notice of Motions

None

15. New Business

a) Support - Township of Ewanturel, 2021 Rent Freeze

Resolution No. 2020-600

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Whereas the District of Timiskaming Social Services Administration Board (DTSSAB), in its Resolution No: 2020-67, dated October 21, 2020, approved maintaining the current 2020 rents for 2021 to comply with the Helping Tenants and Small Businesses Act, 2020; and

Whereas DTSSAB is concerned regarding the loss of revenue which will affect the 2021 levy to the 23 member municipalities of the DTSSAB; and

Whereas Council for the Township of Ewanturel adopted a resolution at their November 11, 2020 regular meeting, supporting DTSSAB's concerns and funding request to offset these revenue losses.

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby supports the concerns of the District of Timiskaming Social Services Board (DTSSAB) as to the loss of revenue resulting from the 2021 Rent Freeze under the Helping Tenants and Small Businesses Act, 2020, and its request to the Ministry of Municipal Affairs and Housing for funding to offset this revenue loss which will result in a higher levy in 2021 to the Municipalities in the District to Temiskaming; and

Further that this resolution be sent to the Association of Municipalities of Ontario; the Northern Ontario Service Deliverers Association; the Federation of Northern Ontario Municipalities; the Ontario Municipal Social Services Association; and John Vanthof, MPP for Timiskaming-Cochrane.

Carried

b) Support – Township of Howick - Lower Interest Rate regarding Tile Drain Loan

Resolution No. 2020-601

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas Council for the Township of Howick adopted a resolution at their November 17, 2020 regular meeting to support for a lower interest rate for tile drain loans; and

Whereas installing tile drainage is a common land improvement practice among farmers in Ontario and the benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers; and

Whereas the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance these tile drainage

projects; all tile loans have 10-year terms and repayments are made annually; and

Whereas the provincial government sets the program interest rate at a competitive level which was reduced from 8% to 6% in the fall of 2004 and the loan limit was also increased from \$20,000.00 to \$50,000.00 at the same time; and

Whereas interest rates have continued to decline over the years and the cost per acre for tile drainage has increased over the years.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Township of Howick's request for the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000; and

Further that this resolution be forwarded to the Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs; John Vanthof, MPP for Timiskaming-Cochrane; the Association of Municipalities of Ontario; the Land Improvement Contractors of Ontario and the Drainage Superintendents of Ontario Association.

Carried

c) Support – Township of Essa - Bill 229 Protect, Support and Recover from COVID 19 Act, Schedule 6 – Conservation Authorities Act

Resolution No. 2020-602

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas Council for the Township of Essa adopted a resolution at their November 18, 2020 regular meeting regarding Bill 229 and the impacts to Conservation Authorities, municipalities and citizens in Ontario should the Bill pass; and

Whereas the Province has introduced Bill 229, Protect, Support and Recover from COVID-19 Act - Schedule 6 - Conservation Authorities Act; and

Whereas the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications; and

Whereas we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a

watershed basis by regulation development and engaging in reviews of applications submitted under the Planning Act; and

Whereas the changes allow the Minister to make decisions without conservation authority watershed data and expertise; and

Whereas the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs; and

Whereas municipalities believe that the appointment of municipal representatives on Conservation Authority Boards should be a municipal decision, and the Chair and Vice Chair of the Conservation Authority Board should be duly elected; and

Whereas the changes to the 'Duty of Members' contradicts the fiduciary duty of a Conservation Authority Board member to represent the best interests of the conservation authority and its responsibility to the watershed; and

Whereas conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative; and

Whereas changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process; and

Whereas municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby supports the Township of Essa in their request:

- That the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229);
- That the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth;
- That the Province respect the current conservation authority and municipal relationships; and
- That the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial

resources they need to effectively implement their watershed management role.

Carried

d) Support - Gravel Watch Ontario - Information regarding aggregate extraction, planning and rehabilitation

Resolution No. 2020-603

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that The Corporation of the City of Temiskaming Shores supports the position of Gravel Watch Ontario, requesting that the Government of Ontario consult municipalities and communities more broadly to develop and implement regulations which will evaluate and rationalize the supply and demand equation for stone, sand, and gravel; and

That regulations need to be applied consistently and clearly as the lack of clarity is currently costing municipalities and communities; and

That the commitment for the rehabilitation of dormant and abandoned pits to their best possible uses is made at the time of licensing; and

That the Province needs to be more responsive and more responsible to residents, communities and the municipalities which represent them; and

Further that a copy of this resolution be forwarded to the Honourable John Yakabuski, Minister of Natural Resources & Forestry; the Federation of Northern Ontario Municipalities; the Association of Municipalities of Ontario; and John Vanthof, MPP for Timiskaming-Cochrane.

MOTION TO DEFER

Resolution No. 2020-604

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that The Council for the Corporation of the City of Temiskaming Shores agrees to defer Resolution No. 2020-603 regarding support for Gravel Watch Ontario to the January 2, 2021 Regular Council meeting.

Carried

e) 2021 Municipal Operating Budget

Resolution No. 2020-605

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Whereas staff presented the 2021 Municipal Operating Budget to Council at a Special meeting on December 8, 2020.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby adopts, in principle, its 2021 Municipal Operating Budget estimates utilizing a 1.0% increase to the Municipal Tax Levy as follows:

Department	Net Budget Estimates
General Government	\$ 147,392
Policing	2,342,852
Health & Social Services	2,841,390
Fire & Emergency Management	498,971
Economic Development	260,046
Administration	2,353,038
Recreation	1,532,138
Property Maintenance	581,735
Public Works	3,735,885
Transit	188,920
Libraries	379,453
Capital Financing	915,830
OMPF	<u>(3,186,300)</u>
Net Municipal Operations	\$12,591,350

And further that Council adopts, in principle, the 2021 Environmental Operating Budget estimates utilizing a 1.0% increase as follows:

Environmental Services	Net Budget Estimates
Administration	\$932,625
Sewage Treatment & Collection	972,030
Water Treatment & Distribution	1,561,901
Capital Financing	<u>700,369</u>
Net Environmental Operations	\$4,166,925

Carried

f) 2021 Municipal Capital Budget

Resolution No. 2020-606

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas staff presented the 2021 Municipal Capital Budget to Council at a Special meeting on December 9, 2020.

Now therefore be it resolved that Council hereby adopts, in principle, the 2021 General Capital Budget estimates as follows:

Department	Budget Estimates
Corporate Services	\$ 115,000
Fire & Emergency Management	11,200
Public Works	7,104,000
Recreation Services	734,000
Property Maintenance	2,323,750
Fleet	1,724,500
Transit	<u>40,000</u>
General Capital Project Total	\$11,472,950

And further that Council hereby adopts, in principle, the 2021 Environmental Capital Budget estimates as follows:

Department	Budget Estimates
Environmental Projects	\$325,000

Carried

g) Approval of Attendance at various Conferences

Federation of Northern Ontario Municipalities

Resolution No. 2020-607

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Mayor Kidd, Councillor Hewitt, Councillor Laferriere, and Councillor McArthur** at the virtual Federation of Northern Ontario Municipalities (FONOM) Conference scheduled on May 8-11, 2021;

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

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

Carried

Association of Municipalities of Ontario

Resolution No. 2020-608

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor McArthur** at the annual Association of Municipalities of Ontario (AMO) virtual Conference scheduled for August 15-18, 2021;

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

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

Carried

h) Memo No. 032-2020-CS – CUPE Local 5014 Collective Agreement

Councillor Foley disclosed a pecuniary interest with this item; therefore, did not participate in the discussion of the subject matter.

Resolution No. 2020-609

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 032-2020-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014 for the period covering January 1, 2021 until December 31, 2023 for consideration at the December 15, 2020 Regular Council meeting.

Carried

i) Memo No. 033-2020-CS – Community Committee Appointments Update

Resolution No. 2020-610

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 033-2020-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018, as amended, to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council, for consideration at the December 15, 2020 Regular Council meeting.

Carried

j) Administrative Report No. CS-049-2020 – Zoning By-law Amendment

Resolution No. 2020-611

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-049-2020;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit to zone change from Community Facilities (CF) to High Density Residential Exception 19 (R4-19);

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the December 15, 2020 Regular Council Meeting.

Carried

k) Administrative Report No. CS-050-2020 – Former New Liskeard and Haileybury Library Buildings Request for Tender Results

Resolution No. 2020-612

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-050-2020;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Woodland Heritage Northeast Ltd. to authorize the Sale of Land being 50 Whitewood Avenue (PLAN M22NB PT LOT 29 TO 30 PCL

1487NND) in the amount of \$275,000, plus taxes (if applicable) with a closing date of March 1, 2021 for consideration at the December 15, 2020 Regular Council meeting; and

That Council delegates authority to the Municipal Clerk for the purposes of negotiation and decision making on the presentation of offers resulting from the real estate listing of the former Haileybury Library Branch building, located at 545 Lakeshore Road.

Carried

I) Administrative Report No. CS-051-2020 – Grant Municipal Drain Repair

Resolution No. 2020-613

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-051-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain in the amount of \$9,537.20, plus applicable taxes, for consideration at the December 15, 2020 Regular Council meeting.

Carried

m) Memo No. 017-2020-RS – Project Extension for Accessibility Upgrades at the Don Shepherdson Memorial Arena

Resolution No. 2020-614

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.017-2020-RS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799, for consideration at the December 15, 2020 Regular Council meeting.

Carried

n) Administrative Report No. RS-011-2020 – Greenhouse Gas Reduction Plan

Resolution No. 2020-615

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2020;

That Council acknowledges receipt of the Greenhouse Gas Reduction Plan prepared by VIP Energy; and

That Council directs staff to investigate improvements to the Greenhouse Gas Reduction Plan through further consultation with community partners and the public.

Carried

16. By-laws

Councillor Foley disclosed a pecuniary interest with this item; therefore, did not participate in the voting on this By-Law.

Resolution No. 2020-616

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2020-125 Being a by-law to enter into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-617

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2020-125 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2020-618

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

- By-law No. 2020-124 Being a by-law to amend Comprehensive Zoning By-law No. 2017-154 to rezone 333 Rorke Avenue from Community Facilities (CF) to High Density Residential Exception 19 (R4-19) Zone to permit the conversion of the existing former Haileybury Public School into apartment dwellings
- By-law No. 2020-126 Being a by-law to amend By-law No. 2019-018 (Committee Appointments)
- By-law No. 2020-127 Being a by-law to authorize the sale of the former New Liskeard Branch Library (50 Whitewood Avenue) to Woodland Heritage Northeast Ltd.
- By-law No. 2020-128 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain
- By-law No. 2020-129 Being a by-law to amend By-law No. 2020-034 (Funding Agreement for Accessibility Upgrades at the Don Shepherdson Memorial Arena)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-619

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that:

- By-law No. 2020-124;
By-law No. 2020-126;
By-law No. 2020-127;
By-law No. 2020-128; and
By-law No. 2020-129.

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

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, January 5, 2021 at 6:00 p.m.
- b) Regular – Tuesday, January 19, 2021 at 6:00 p.m.

18. Question and Answer Period

Via – Facebook Livestream:

Ida Hilson expressed concerns about an event recently held on December 5, 2020 at the Riverside Place where it was identified there was a low-risk COVID exposure.

Ida Hilson inquired about a transit shelter at the Timiskaming Plaza.

Ida Hilson stated that our community needs additional apartments.

Dan Dawson enquired as to why Council members who are absent do not have to provide a reason as to why they are absent.

Brian Hughes enquired about the Council Attendance report.

Mayor Kidd responded to enquiries from Ida Hilson and Dan Dawson and Christopher Oslund, City Manager responded to the inquiry from Brian Hughes.

19. Closed Session

Resolution No. 2020-620

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:00 p.m. to discuss the following matters:

- a) Adoption of the December 1, 2020 – Closed Session Minutes
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Management Discussions
- c) Under section 239 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction to be applied to negotiations regarding the New Liskeard Marina.

Carried

Resolution No. 2020-621

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 7:45 p.m.

Carried

Matters from Closed Session

Adoption of the December 1, 2020 Closed Session Minutes

Resolution No. 2020-622

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Closed Session Minutes from the Regular meeting of Council – December 1, 2020.

Carried

Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Management Discussions

Councillor Foley disclosed a pecuniary interest with this item, and left the Council meeting prior to Closed Session; therefore, did not participate in the discussion of the subject matter.

Council provided the City Manager with direction in Closed Session.

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

Councillor Laferriere sent his regrets to attend the December 1, 2020 regular Council meeting; however, disclosed a pecuniary interest with this item and will not participate in the discussion of the subject matter.

Staff provided Council with an update in Closed Session.

20. Confirming By-law

Resolution No. 2020-623

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2020-130 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on December 15, 2020, and for its Special meeting held on December 8, 2020 and on December 9, 2020 be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-624

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2020-130 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2020-625

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:49 p.m.

Carried

Mayor- Carman Kidd

Deputy Clerk – Kelly Conlin

Sent via email to: ec.plastiques-plastics.ec@canada.ca

December 9, 2020

Jacinthe Séguin
Director, Plastics and Marine Litter Division
Environment and Climate Change Canada
Gatineau, QC K1A 0H3

RE: Discussion Paper on a Proposed Integrated Management Approach to Plastic Products to Prevent Waste and Pollution

Dear Ms. Séguin,

Thank you for the opportunity to provide input on the *Proposed Integrated Management Approach to Plastic Products to Prevent Waste and Pollution*. We commend the Government of Canada for making the reduction of plastic pollution a priority and bringing this issue to the forefront of the agenda at both the Group of 7 (G7), and the Canadian Council of Ministers of the Environment (CCME).

We are writing to you on behalf of the Municipal Resource Recovery & Research Collaborative (M3RC). M3RC is comprised of representatives from:

- Association of Municipalities of Ontario (AMO);
- City of Toronto;
- Regional Public Works Commissioners of Ontario (RPWCO); and
- Municipal Waste Association (MWA).

The purpose of M3RC is to develop and promote policies and programs on behalf of all municipalities in Ontario to support the transition to a circular economy. We understand the importance of this transition to protect our environment and support economic growth. M3RC does not usurp or replace the autonomy of individual municipalities but provides advice and recommendations to staff and municipal councils for consideration and action.

Plastic pollution is becoming an increasing area of concern for municipal governments. Costs are steadily increasing; household recycling performance has plateaued; and there is little emphasis being placed on recycling of industrial, commercial and institutional sources despite representing a larger amount of materials in the waste stream. Municipal governments are increasingly dealing with issues related to more material ending up in our environment, including our waterways, parks and communities; and many municipal governments are faced with limited landfill capacity.

There is a lot of important work being undertaken by municipal governments but in general we lack the necessary levers to affect fundamental change. Most of the solutions that we have the ability to control are either end of the pipe solutions or lack regional and national scale that national initiatives would offer. Our solid waste infrastructure and increasingly our wastewater infrastructure cannot keep up with the pace of change related to the packaging and products placed into the market and their end-of-life management requirements.

We believe the Government of Canada has an important role to play including:

- Supporting a national framework for producer responsibility;
- Supporting end markets for recycled commodities (e.g., mandatory minimum content requirements, tax incentives and procurement practices);
- Setting national targets and allowing for proper measurements; and
- Taking targeted action where problems remain.

National Framework for Producer Responsibility

Shifting responsibility for end-of-life management of products and packaging is essential to the *Proposed Integrated Management Approach to Plastic Products to Prevent Waste and Pollution*. Producers are in the best position to communicate directly with consumers about whether their products and packaging can be recycled and how to best collect them. They are also best informed to invest in the recycling collection and processing system necessary and to create markets to support their end use. This means making producers directly responsible for ensuring accessibility, continually improving both collection and recycling outcomes, allowing for competition to drive innovation both at the service provider and producer level, and ensuring transparency and direct accountability.

The Government of Canada has an important leadership role in helping to facilitate producer responsibility policies across the country. The goal would be to create a common framework upon which producer responsibility policies are established and managed. This common framework would establish:

- Definitions for the classes of products, packaging and materials to be regulated under provincial and territorial implementation and administration;
- Performance standards / measurement protocols for plastic management practices (e.g., measurement and reporting); and
- Administrative protocols for registration and reporting of plastic products and packaging supplied into the market, including a means to better centrally track e-commerce and on-line sales.

The framework is not meant in any way to usurp the provincial/territorial role in establishing what is designated and establishing specific targets. Common definitions, performance standards, measurement protocols, and administrative protocols that respect the role of the provinces and territories will:

- Create administrative efficiency and reduce transaction costs for all parties;

- Ensure better oversight, and enforcement (e.g., free-riders); and
- Allow for greater transparency and a better understanding of the effectiveness of various programs.

Supporting End Markets & Establishing Performance Standards

Municipal governments support the Government of Canada establishing minimum recycled content requirements as they help to create stable markets for recycled commodities. Municipal governments understand all too well the issues that are created when oil prices are low and companies revert to the use of virgin plastic resins.

Canada should follow the lead of US states¹ and the European Union² that have already established recycled content requirements for items like garbage bags, beverage containers, rigid non-food containers, etc. These requirements have the opportunity to drive increased investment in recycling and collection infrastructure by ensuring the steady demand for these resources.

Municipal governments also support the creation of national targets, that at a minimum match those already agreed to in other leading jurisdictions. By 2025, Canada should transform the plastic packaging sector by meeting the following targets:

1. Along with reduction efforts, all plastic packaging should be reusable or recyclable;
2. A 70% target for all plastic packaging to be effectively reused or recycled; and
3. A target of 50% average recycled content across all plastic packaging.

AMO and many municipalities (with some variations) have endorsed a position to adhere to the waste hierarchy and the premise that recovery be considered a higher use in the waste hierarchy than disposal. It is recognized that this is not equivalent to reduction, reuse or recycling, but this could be used to better manage materials than disposal while the supply chain adjusts to achieve the targets listed above.

In order to measure these targets, the Government of Canada should be working to ensure provincial and territorial governments produce annual data on packaging reuse, waste generation, disposal, diversion, related processing capacity and project current capacities against future demand to ensure continued progress to meet provincial targets.

¹ For example California requires recycled content to be used in garbage bags.(<https://www.calrecycle.ca.gov/buyrecycled/trashbags>), checkout bags (<https://www.calrecycle.ca.gov/plastics/carryoutbags>), rigid plastic packaging containers (<https://www.calrecycle.ca.gov/plastics/rppc>) and beverage containers (<https://www.calrecycle.ca.gov/bevcontainer/bevdismen/plasticcontent/>). Other examples can be found in Oregon (<https://www.oregon.gov/deq/recycling/Pages/Rigid-Plastic-Containers.aspx>),

² European Union *Directive on the reduction and impact of certain plastic products on the environment*. Link: https://www.consilium.europa.eu/en/press/press-releases/2019/05/21/council-adopts-ban-on-single-use-plastics/?utm_source=dsms-auto&utm_medium=email&utm_campaign=Council+adopts+ban+on+single-use+plastics# has established minimum recycled requirements for beverage containers. In the UK, the dairy industry with assistance WRAP from has significantly increased recycled content in their HDPE bottles plans to reach 50%.(<https://www.wrap.org.uk/content/hdpe-plastic-bottles>).

Managing Single-Use Plastics

Municipal governments understand the important role unavoidable single-use plastics play in our communities. They do, however, need to be able to be collected and managed properly at the end-of-life. As mentioned, producer responsibility policies and other mechanisms like minimum mandatory recycled content requirements will help to ensure this. Where single-use products and packaging items cannot be managed properly and where alternatives can be used, municipal governments support the use of restrictions, bans or requirements that reduce the risk of plastic pollution (e.g., tethered lids). These tools tend to be strong levers and regulatory instruments so they should be used cautiously to avoid unintended consequences or create new challenges (i.e. do not want alternatives that result in greater harm).

The Government of Canada should also consider other mechanisms to reduce the use of other single-use plastics that are not listed in the Discussion Paper as the proposed items and restrictions are insufficient to achieve the desired outcomes of the zero-plastic waste strategy.

Advertising Claims

Municipal governments remain extremely concerned about the claims companies are making in the market and the direct impact these claims have on municipal infrastructure and in turn property taxpayer costs. There is wide-spread use of "recyclable," "compostable," and "flushable" on products and packaging that cannot be properly managed by existing municipal infrastructure, including integrated waste management systems and facilities and is leading to major cost increases for municipal governments. We simply do not have the same advertising budgets as large multi-national brand holders and companies.

We note that the Ellen MacArthur Foundation has addressed some of these claims related to compostable packaging:

A packaging or packaging component is compostable if it is in compliance with relevant international compostability standards, and if its successful post-consumer collection, sorting, and composting is proven to work **in practice and at scale**.³ (emphasis added).

The guidance is clear that "Compostable packaging needs to go hand in hand with appropriate collection and composting infrastructure in order for it to be composted in practice. Therefore, when claiming compostability in the context of a specific geographical area (e.g., on-pack recycling labels, public communications), it is important to take into account the local context and available systems in place as outlined in ISO 14021 ..."⁴ Therefore to be reported as compostable, it must be proven to work in practice and at scale.

The Government of Canada has a key role to play in enforcing its own rules (e.g., Canadian Standards Association's environmental claims: A guide for industry and

³ Ellen MacArthur Foundation. *New Plastics Economy Global Commitment*, page 15. Link:

<https://www.ellenmacarthurfoundation.org/assets/downloads/13319-Global-Commitment-Definitions.pdf>

⁴ Ibid.

advertisers from 2008). We would urge the Government of Canada to undertake an investigation related to misleading practices about the proper management of products and packaging at the end-of-life.

Thank you for the opportunity to provide comments on the *Proposed Integrated Management Approach to Plastic Products to Prevent Waste and Pollution*. We look forward to continuing to participate in this important initiative and assisting where possible.

Sincerely,



Dave Gordon
Senior Advisor, Waste Diversion
Association of Municipalities of Ontario



Mark Winterton
Chair, Regional Public Works
Commissioners of Ontario



Annette Synowiec
Director, Policy, Planning & Outreach
Solid Waste Management Services
City of Toronto



Melissa Kovacs-Reid
Chair, Municipal Waste Association



December 9, 2020

Association of Municipalities of Ontario and City of Toronto

I am writing to advise municipalities of the results of a recent inspection undertaken by the Resource Productivity and Recovery Authority of Ontario Electronic Stewardship (OES) and Electronic Products Recycling Association (EPRA) activities related to the wind up of the Waste Electrical and Electronic Equipment (WEEE) Program.

As service providers to the WEEE Program, municipalities may have received communications from persons identifying themselves as OES or EPRA personnel advising that OES is being rebranded as EPRA Ontario and that it would continue to operate Ontario's electronics recycling program. The communications may have also advised municipalities to sign a new contract with EPRA Ontario to ensure continuity in service.

These communications are incorrect, contravene the conflict-of-interest guidelines that are part of the OES Wind-Up Plan, are inconsistent with the Minister's Directions and non-compliant with the requirements of the *Waste Diversion Transition Act, 2016* (WDTA) and the *Resource Recovery and Circular Economy Act, 2016* (RRCEA).

Please be advised of the following:

- OES is not being rebranded. It is being liquidated and will completely cease to operate soon after the wind up of the WEEE Program on December 31, 2020.
- EPRA will not operate a new provincial electronics recycling program. It is one of many producer responsibility organizations (PRO) that will be providing resource recovery services in a competitive marketplace under the new Electrical and Electronic Equipment Regulation.

Following the wind up of the WEEE Program operated by OES under the WDTA on December 31, 2020, a new program will begin on January 1, 2021 under the EEE Regulation issued by the government on September 21, 2020 under the RRCEA. The EEE Regulation establishes a competitive market for service providers such as PROs and processors to provide resource recovery services to electronics producers. More information on Ontario new regulatory framework for resource recovery, including Electrical and Electronic Equipment is available [here](#).

Under the EEE Regulation, there is no requirement for municipalities to collect waste electronics from residents. However, a municipality may continue to do so, in which case it should enter into a contractual agreement with an electronics processor or PRO registered with the Authority to

ensure the waste electronics collected are picked up. Municipalities have the right to enter into an agreement with any PRO or processor registered with the Authority. Contact information for registered PROs is provided on the Authority's website [here](#) and for registered processors [here](#).

OES has utilized the services of EPRA to administer the program and EPRA is paid for those services out of the trust fund held by OES. As part of the OES Wind-Up Plan that was approved by the Authority on August 16, 2019, OES was required to implement conflict-of-interest measures to ensure EPRA does not gain an unfair advantage in the new competitive marketplace based on its special relationship as a service provider to OES. As part of these measures, OES was required to identify EPRA staff that are dedicated to the OES program and ensure they are firewalled from the rest of the EPRA organization. Additionally, an independent manager was retained under a contract with an advisory firm to manage the OES program wind up.

The Authority's inspection found evidence that OES-dedicated EPRA staff engaged in activities aimed at advancing EPRA's commercial interests in the new competitive marketplace established under the EEE Regulation, in contravention of the conflict-of-interest measures. These activities are also prohibited under s. 35 of the WDTA, which requires funds held in trust by OES are to be used for the purposes of delivering and winding up the WEEE program. Additionally, s. 2 of the RRCEA requires the Authority to promote competition in the provision of resource recovery services in order to achieve the Provincial Interests in reducing waste and litter, spurring innovation through competition in the waste management and resource recovery sectors, and advancing Ontario's circular economy.


As a result of the Authority's inspection findings, OES has agreed to cease using the trust fund to support activities promoting EPRA's commercial interests and has taken the following additional steps:

- The OES Program Wind-Up Oversight Manager has written to OES-dedicated staff to formally remind them:
 - "to adhere to the conflict of interest requirements as reviewed together previously",
 - to ensure that they "are not communicating with OES Program participants regarding EPRA's future role in the new program under the EEE Regulations", and
 - "if a program participant inquires about the transition...to refer that person to RPRA, or RPRA's website, and not to EPRA".
- The OES Board Chair has written to EPRA to:
 - remind EPRA of "the conflict of interest requirements outlined within the OES Wind-Up Plan", and
 - "request that EPRA ensures that non-OES dedicated employees will not engage with OES-dedicated employees for any purpose other than the administration of the OES Program and related OES Program Wind-Up requirements".
- The OES Program Wind-Up Oversight Manager has confirmed expenses incurred for the retention of counsel on this matter will not be reimbursed from the OES trust fund.

A competitive marketplace is a key contributor to achieving the objectives of the EEE Regulation. That marketplace will drive innovation in the design of products, as well as in the ability to recover resources from those products when they reach end of life. In this context, businesses entering the Ontario marketplace to compete with EPRA seek a level playing field, so that innovation can be introduced into that marketplace, while creating jobs in Ontario and contributing to the Ontario economy.

As the provincial regulator mandated to enforce the requirements of Ontario's circular economy regulatory framework, the Authority is committed to ensuring a level playing field for all market participants and will continue to monitor the marketplace for anti-competitive activities and will take immediate steps to ensure compliance with all legislated requirements.

If you have questions or concerns, please contact the Authority's compliance team at (647) 496-0530 or toll free at (833) 600-0530 or registry@rpra.ca.

A handwritten signature in black ink, appearing to read 'Pat Moran', with a stylized, flowing script.

Pat Moran
Registrar

Cc: Ontario Waste Management Association

**COVID-19 Vaccine Distribution
Task Force**

General (Ret'd) Rick Hillier
Chair

25 Grosvenor Street
11th Floor
Toronto ON M7A 1Y6



December 12, 2020

I have been asked by the Premier of Ontario to assist during the COVID-19 crisis to distribute vaccines in an efficient and equitable manner.

This communication is meant to include each of you and your teams in this process. But to do that - you need to be comfortable with the way the Task Force is working and also understand the plan.

That's why this first Situation Report is a little long - it is meant to establish the baseline that we are operating from now, three days before we expect the first vaccines to arrive.

I appreciate that each of you will have a valuable role in this noble effort in which we are engaged. I thank you for your efforts in advance and trust that our continuing flow of information will assist you in the planning and eventual execution of your responsibilities.

Many of you directly involved have received more detailed guidance from specific departments within the Ontario Government. This email is not intended to interfere with that guidance but to ensure that you understand the intent of the senior leadership of the Task Force.

Again, my thanks to each one of you as we reach the fantastic milestone of being ready to deliver vaccines to everyone who wants one in our great province. Good luck to you all - and best wishes for you and your community in these difficult times.

With kind regards,

General (Ret'd) Rick Hillier
Chair of the COVID-19 Vaccine Distribution Task Force




Ontario's Vaccine Distribution Implementation Plan

BACKGROUND

- On **December 7, 2020**, the province announced the **key populations** that will be first to receive the COVID-19 vaccine, namely:
 - **Residents, employees and staff**, and **essential caregivers** of congregate living settings that provide care for seniors
 - **Health care workers** (including all those who work in health care settings and those in direct contact with patients)
 - **Adults in First Nations, Métis, and Inuit populations** where infection can have disproportionate consequences, including those living in remote or isolated areas
 - **Adult recipients** of chronic home health care
- On December 9, 2020, **Health Canada granted authorization** with conditions for the use of the Pfizer-BioNTech COVID-19 Vaccine in individuals 16 years of age and older, after an independent and thorough scientific review for safety, effectiveness and quality.
- Health Canada will continue to monitor the safety and efficacy of the vaccine.
- The province has committed to distributing COVID-19 vaccines to priority populations in the **highest risk areas** as soon as shipments are received from federal government suppliers, expected in the coming days.

ONTARIO'S COVID-19 VACCINATION PROGRAM

PHASES

	VACCINE QUANTITY	POPULATION TO BE VACCINATED	DISTRIBUTION SITES
 1	<p>Initial doses will vaccinate over 2,500 people, with additional shipments arriving over the coming weeks</p> <p>90,000 doses of Pfizer-BioNTech and estimated 35,000-85,000 doses of Moderna vaccines (pending approval) are expected in the coming weeks</p> <p>An estimated total of over 2M doses is expected in this phase</p>	<p>Residents, essential caregivers, and staff of congregate care settings for seniors</p> <p>Health care workers</p> <p>Adults in First Nations, Métis, and Inuit populations</p> <p>Adult recipients of chronic home health care</p>	<p>Initially, two pilot sites, followed by selected hospital sites in Grey-Lockdown and Red-Control zones, expanding to approximately 21 hospitals across the province</p> <p>LTC Homes and Retirement Homes as soon as feasible.</p>
 2	<p>Increasing stock of vaccines available.</p>	<p>Expanded for health care workers, long-term care homes, retirement homes, home care patients with chronic conditions and additional First Nation communities and urban Indigenous populations, including Métis and Inuit adults.</p>	<p>Expanded vaccination sites</p>
 3	<p>Vaccines available for every Ontarian who wants to be immunized</p>	<p>All eligible Ontarians</p>	<p>Widely available across Ontario</p>

DISTRIBUTION, LOGISTICS AND ADMINISTRATION

Phased Distribution Plan

Phase 1 - key milestones

- **Pilot – week of December 14, 2020:**
 - Pfizer-BioNTech doses to vaccinate **over 2,500** health care workers
 - **Two** pilot hospital sites, **University Health Network** and **The Ottawa Hospital**
 - **Recipients:** health care workers from long-term care, hospitals
- **Additional Pfizer-BioNTech doses expected**
 - Expected to receive **90,000 doses** in December 2020 – January 2021
 - **14** selected hospital sites in Grey-Lockdown and Red-Control zones
 - **Recipients:** health care workers in long-term care homes, retirement homes, hospitals, additional congregate settings caring for seniors

DISTRIBUTION, LOGISTICS AND ADMINISTRATION (cont'd)

- **Moderna vaccine doses expected** (pending Health Canada approval):
 - Expected to receive **35,000 – 85,000** doses in December-January (planning estimates)
 - **Expanded vaccinations** to long-term care homes in Grey-Lockdown areas
 - **Recipients:** residents in long-term care homes, retirement homes, hospitals, additional congregate settings caring for seniors
- **Early 2021:**
 - **Expansion** of **up to 21** hospital sites providing the Pfizer-BioNTech vaccine
 - **Recipients:** health care workers, and once forward movement authorized by Pfizer, long-term care home and retirement home residents
 - **Expansion** of the **number of locations** to administer the Moderna vaccine
 - **Recipients:** long-term care homes, retirement homes, public health units, other congregate care settings, remote Indigenous communities

Corporation of the Town of Carleton Place

175 Bridge Street, Carleton Place, ON, K7C 2V8, Phone: (613) 257-6200 Fax (613) 257-8170



December 14, 2020

The Honourable Ahmed Hussen
Minister of Families, Children and Social Development
48 Rosemount Avenue
Unit B
York, Ontario
M9N 3B3

VIA EMAIL

Dear Honourable Minister:

At the December 8th, 2020 session of The Town of Carleton Place Council, Resolution 1-132-10 was adopted as follows:

WHEREAS the COVID-19 pandemic has negatively impacted childcare options for nearly every family in our community and has profoundly increased the cost to operate safe childcare forcing childcare spaces or centres to close.

AND WHEREAS Ontario has among the highest average childcare fees of any Canadian province and while costs vary regionally for licensed childcare, families are paying between \$9,000 and \$20,000+ per year for each child and these costs continue to rise steadily which makes passing the associated COVID-19 costs to families not possible;

AND WHEREAS a 2012 study identified that in Ontario, public investment in the early years and childcare has a ripple effect in positive economic benefits resulting in an economic output of \$2.27 for every dollar invested in childcare;

AND WHEREAS the economic recovery of Carleton Place, Lanark County and Ontario is dependent on families having access to safe, reliable, and affordable childcare that incorporates early learning principles;

AND WHEREAS we are committed to working with the provincial government and childcare service managers to deliver positive and affordable options for our families;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Town of Carleton Place request the Government of Ontario:
 - a. prioritize children and childcare as part of its overall post pandemic recovery plan;



- b. develop, adequately fund and release publicly a comprehensive plan that can support facilities through the provision of licensed childcare and early learning education; and
 - c. provide increased funding to childcare providers reflective of COVID-19 operating cost increases to ensure a safe reopening and long-term sustainability for the sector; and
2. this resolution be circulated to all municipalities in Ontario, Randy Hillier MPP, Scott Reid, MP, the Federal Minister of Families, Children and Social Development and the provincial Minister of Education.

CARRIED

We look forward to hearing back from you with respect to any opportunities for funding to ensure the long-term sustainability of the childcare services sector.

Sincerely,

Stacey Blair

Town Clerk

sblair@carletonplace.ca

- cc. Federal Minister of Families, Children and Social Development
Provincial Minister of Education
MP Scott Reid
MPP Randy Hillier
All municipalities within the Province of Ontario



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

December 14, 2020

Honourable Steve Clark
Office of the Minister
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON M7A 2J3

Dear Honourable Clark:

There have been numerous announcements of available grants for municipalities. We acknowledge and are very appreciative of the opportunity to apply for these grants. For small municipalities with few employees, the turn around time for applications is very short and restrictive.

We would like to request that the application deadline on any further grants have a longer turn around time.

A copy of Resolution 2020-257 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Knauth", is written over a faint circular stamp.

Barbara Knauth
Deputy Clerk Treasurer

Cc: Association of Municipalities of Ontario (A.M.O.)
Federation of Northern Ontario Municipalities (F.O.N.O.M.)
All Municipalities in Ontario



THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
P.O. Box 177, Matachewan, Ontario P0K 1M0

DATE: November 25, 2020

RESOLUTION #: 2020-267

Moved by:

N. A. Costello

Seconded by:

Guy Dubé

WHEREAS we have been getting numerous announcements of available grants; and

WHEREAS we are very appreciative of the opportunity to apply for these grants; however, the turn around time for applications is very short and restrictive for small municipalities with few employees;

NOW THEREFORE we, the Corporation of the Township of Matachewan, send a letter to the Hon. Steve Clarke, Minister of Municipal Affairs and Housing acknowledging the appreciation of the grants but requesting that the application deadline on any further grants have a longer turn around time; and

FURTHER THAT a copy of this resolution be forwarded to A.M.O., F.O.N.O.M. and all municipalities in Ontario.

	COUNCILLOR	YEA	NAY	PID
CARRIED	✓ Ms. A. Commando-Dubé Mayor			
AMENDED	Mr. N. Costello Mayor			
DEFEATED	Mr. G. Dubé Councillor			
TABLED	Ms. S. Ruck Councillor			
	Mr. A. Durand Councillor			

Certified to be a true
copy of the original.

[Signature]

Anne Commando-Dubé

Anne Commando-Dubé
Mayor

Janet Gore

Janet Gore
Clerk

**Ministry of Natural
Resources and Forestry**

Office of the Minister

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

**Ministère des Richesses
naturelles et des Forêts**

Bureau du ministre

Édifice Whitney, bureau 6630
99, rue Wellesley Ouest
Toronto (Ontario) M7A 1W3
Tél.: 416-314-2301



354-2020-2070

December 15, 2020

His Worship Carman Kidd
Mayor
City of Temiskaming Shores
ckidd@temiskamingshores.ca

Dear Mayor Kidd:

It gives me great pleasure to share with you and the Temagami Forest Modernization Advisory Team (Advisory Team) that the establishment of the Temagami Forest Management Corporation (TFMC) has been formally approved.

This is an important moment for you and the team. I want to congratulate you on this accomplishment and thank you for the time, effort and passion that you have put into reaching this milestone.

The establishment of the TFMC is an important step towards achieving the goals set out in *Sustainable Growth: Ontario's Forest Sector Strategy*, released in August 2020. The TFMC will further support the Indigenous, Northern and rural communities and industry that depend on the sector, while ensuring the province's forests remain healthy for generations to come. It will also serve as another example of how Ontario is a world leader in sustainable forest management.

I assure you that ministry staff will continue to provide support as the agency moves forward with the start-up and operationalization.

Once again, congratulations on the establishment of the Temagami Forest Management Corporation. Best wishes to you and yours for a healthy and happy holiday season.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Yakabuski'.

John Yakabuski
Minister of Natural Resources and Forestry

- c. Sean Maguire, Assistant Deputy Minister, Forest Industry Division
Deb Weedon, A/Director, Operations Branch, Forest Industry Division

**Ministry of Children,
Community and Social
Services**

Minister's Office

7th Floor
438 University Avenue
Toronto ON M5G 2K8

Tel.: 416 325-5225
Fax: 416 325-5240

**Ministère des Services à
l'enfance et des Services
sociaux et communautaires**

Bureau du ministre

7^e étage
438, avenue University
Toronto ON M5G 2K8

Tél. : 416 325-5225
Téléc. : 416 325-5240



127-2020-14553

December 16, 2020

Dear Municipal Partner:

Last December, I invited stakeholders to participate in consultations to inform the development of a new five-year poverty reduction strategy.

I am pleased to announce the release of [*Building a Strong Foundation for Success: Reducing Poverty in Ontario \(2020-2025\)*](#). In this new five-year strategy, we set out a vision for an Ontario where everyone can participate to their full potential in their communities and achieve greater independence, stability and, wherever possible, long-term job success to support themselves and their families. I want to extend my sincere thanks to those who contributed to the development of our strategy to reduce poverty in Ontario.

Through the consultation process, we heard from people across the province about their community's experiences with poverty. We received more than 2,500 survey responses and over 280 submissions and had additional engagement with Indigenous partners and municipal committees. As our consultations came to a close, Ontario was faced with one of its greatest challenges, the COVID-19 outbreak that led to an unprecedented economic downturn that continues to deeply impact our communities.

Reducing and preventing poverty is a goal that is even more important in the context of the health, social and economic challenges resulting from COVID-19. Building on the government's COVID-19 response, the strategy connects initiatives across government, identifying actions that will help stabilize peoples' lives, connect them with employment, training, health, mental health and housing supports to set them on a pathway to jobs and financial stability. The Social Assistance Recovery and Renewal Plan and Employment Services Transformation are the cornerstone initiatives of the strategy, supported by others like the *Roadmap to Wellness*, Ontario's mental health and addictions strategy.

.../cont'd

As we move forward with the strategy's implementation over the next five years, I look forward to listening to and working with municipalities, community partners, the federal government, the private sector and Indigenous partners to create an Ontario where everyone can participate in their communities to their full potential.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Smith", with a long, sweeping horizontal stroke extending to the right.

Todd Smith
Minister

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transport



December 15, 2020

107-2020-5044

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

Dear Mayor Kidd:

Our government is committed to supporting municipal transit, and we will continue to champion the needs of our municipal partners and transit users as we collectively fight against the impacts of the COVID-19 pandemic. Together with our federal partners, the Province is working to help municipalities mitigate the financial impacts of the pandemic on their transit systems through the provision of Safe Restart Agreement (SRA) funding for public transit.

This letter is to provide your municipality with an update on funding for Phase 2 of the SRA program.

Phase 2 allocations reflect a program envelope of \$1.5 billion. The envelope includes Phase 1 funding already provided, Phase 1 top-up funding and Phase 2 funding. This approach better aligns Phase 2 allocations with the financial impacts that were reported through Phase 1 of SRA, while allowing the Province to assist municipalities with higher than anticipated COVID-related impacts.

As for Phase 1 of the SRA program, municipal funding allocations under the program will continue to be based on a formula of transit ridership, plus a base amount of \$40,000 applied to each total program allocation, to provide meaningful support for municipal transit systems of all sizes.

In response to the need to have a confirmed funding commitment in place in order to accrue revenue for the 2020 municipal fiscal year, and in support of this, I am pleased to share that the **City of Temiskaming Shores** ("Recipient") will be eligible to receive an allocation of up to **\$161,990** to support your COVID-19 municipal transit pressures for Phase 2, incurred from October 1, 2020 to March 31, 2021. Payments are to be based on a one-time claim for eligible expenditures.

Additionally, the Province has set aside \$500 million in funding to be available for additional municipal transit needs. I am pleased to share that the **City of Temiskaming Shores** (“Recipient”) will be eligible to receive an allocation of up to **\$81,428** to address additional pressures based on ridership.

Please note as part of the Phase 1 reporting submission, the **City of Temiskaming Shores** forecasted a financial impact from COVID-19 in the amount of \$32,259 for the period of October to December 2020, and the amount of \$32,259 for the period of January to March 2021. For budgeting purposes, the total available allocation of up to **\$243,418** for the **City of Temiskaming Shores** can be used to address eligible expenses incurred from October 1, 2020 to December 31, 2020, and those incurred from January 1, 2021. This accounts for the entirety of the Phase 2 public transit stream of the SRA.

Eligible Expenditures

Like Phase 1, eligible expenditures under Phase 2 of the SRA funding program include both COVID-19 related financial pressures (losses) associated with the need to continue to operate with reduced revenue, as well as new expenditures resulting from COVID-19. The losses and new expenditures will have to be incurred on or after October 1, 2020 and on or before March 31, 2021, and the new expenditures will have to be paid prior to having submitted to the Province for payment through your municipality’s Phase 2 reporting submission.

For the categories below, your municipality will also have to consider savings associated with COVID-19 (e.g., reduced service levels, lower maintenance costs, etc.) as these savings will need to be included as part of your municipality’s Phase 2 reporting submission. The Province will only provide funding for net municipal expenditures (i.e., net COVID-related financial impacts above budgeted 2020 expenditures). The SRA funding is not to replace the budgeted subsidy that the municipality provides to transit operations.

Reported revenue and expense impacts include those changes (increases/decreases) resulting from COVID-19, measured versus projected figures from your municipal transit system’s 2020 operating budget. Please note that this also applies to eligible expenditures incurred between January 1 and March 31, 2021, for which period municipalities can use their January to March 2020 operating budgets as a baseline for establishing COVID-related impacts.

Eligible expenditures will include, at the Province's sole discretion, the following:

a. Revenue Losses:

- farebox revenue losses;
- advertising revenue losses;
- parking revenue losses;
- contract revenue losses; and
- any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

b. Operating Costs:

- costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
- costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
- costs associated with vehicle maintenance;
- costs associated with transit facilities;
- costs resulting from existing contracts with expanded scope/new contracts;
- employee related costs (i.e., salaries, wages, benefits);
- costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- costs for signage and other means of communications related to COVID-19 pandemic (e.g., social distance guidance); and
- any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

c. Capital Costs:

- costs associated with installing driver protection barriers and other protection measures for transit drivers;
- costs associated with providing passenger protection equipment and other passenger safety measures; and
- any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

The following are the steps and actions the municipality will be required to undertake to receive SRA Phase 2 funding:

1. Confirmation of interest in seeking SRA Phase 2 funding

- If your municipality is interested in seeking SRA Phase 2 funding, please complete the attached Request for Recipient Information Form and send it back via email to the SRA funding program email account (**MTO-COVID_Transit_Funding@ontario.ca**) **as soon as possible**.

2. Execution of the TPA

- MTO will prepare the TPA and send it to your municipality for execution by the municipality's authorized representatives prior to Provincial execution of the TPA.
- This process will be carried out electronically and, once fully executed, an electronic version of the TPA will be provided to your municipality.

3. Provision of an authorizing by-law and, if applicable, resolution(s)

- Prior to the Province signing the TPA, the municipality will be required to provide MTO with a copy of the by-law(s) and, if applicable, resolution(s) authorizing the municipality to enter into the TPA with the Province.
- This requirement must be fulfilled prior to the Ministry providing funding to the municipality.

4. Provision of Phase 2 financial reporting

- The municipality will be required to provide a report for the eligible expenditures incurred during the Phase 2 eligibility period. The deadline for submitting Phase 2 financial reporting will be set out in the TPA.
- Once received, MTO will review the report and may initiate the payment of SRA Phase 2 funding.

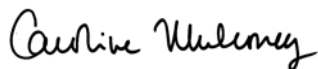
All communications for the above noted steps, as well as any questions or concerns, should be addressed to the SRA funding program email account:

MTO-COVID_Transit_Funding@ontario.ca

Should you not wish to receive SRA Phase 2 funding, we ask that you please advise us by return email to the address above.

I look forward to working with you as we proceed together with the execution of a TPA in support of addressing COVID-19 related financial impacts on municipal public transit.

Sincerely,



Caroline Mulroney
Minister of Transportation

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



MIN-234-2020-5724

December 16, 2020

Mayor Carman Kidd
City of Temiskaming Shores
ckidd@temiskamingshores.ca

Dear Mayor Kidd:

From the outset of COVID-19, our government knew that the pandemic was going to put a significant strain on Ontario's municipalities. That is why we are committed to working with all levels of government to ensure municipalities can continue to deliver the critical services Ontarians rely on.

In our negotiations with the federal government, what started as a \$14 billion national proposal was negotiated into the \$19 billion Safe Restart Agreement – securing up to \$4 billion for Ontario's municipalities and transit systems.

In August, our government committed \$695 million in an initial round of allocations under the \$1.39 billion municipal operating stream. Earlier today, I announced that the Ontario government is investing an additional \$695 million under the historic Safe Restart Agreement's municipal operating stream to help our municipal partners manage the financial impacts of COVID-19 and start 2021 in a more secure financial position.

I am pleased to advise that your municipality's allocation is \$49,000. This amount is being provided to help your municipality with 2021 COVID-related operating pressures.

Allocations for 2021 funding for all 444 municipalities are based on the number of households in the municipality and the proportion of COVID-19 cases occurring in the municipality's public health unit. Funding under the municipal operating stream is in addition to funding being provided under the Safe Restart Agreement for municipal transit systems, Social Services Relief Fund and public health.

We know municipalities will continue to feel the impacts of COVID-19 into 2021. Our government is providing this additional support as you develop your 2021 budgets. With this funding, your municipality can continue to deliver the high-quality local services your

residents and business rely on every day and have the confidence you need to proceed with budgeting for planned capital projects in 2021.

We have heard that you require flexible funding and we are delivering. Funding under the municipal operating stream of the Safe Restart Agreement can be used to support your municipality's highest priority COVID-related operating needs. The province expects that any amount of funding not required by your municipality in 2020 will be used to address 2021 pandemic-related operating needs.

As previously communicated, your municipality will be expected to report back to the province in March 2021 with information about your COVID-related operating pressures and use of both funding allocations. This report template will be available via the Transfer Payment Ontario system by late January 2021. Municipalities will also be expected to report back on 2021 operating pressures due to the pandemic at a later date.

I am requesting that your municipal treasurer sign the acknowledgement below and return the signed copy to the ministry by December 24, 2020 by email to Municipal.Programs@ontario.ca. Please note that we must receive this acknowledgement before making a payment to your municipality. We expect to begin making payments to municipalities in December 2020 and complete all payments by the end of January 2021.

Municipalities are welcome to contact their municipal advisor or e-mail Municipal.Programs@ontario.ca with any questions.

Thank you once again for your commitment to serving your residents during these challenging times. Our government will continue to stand with our municipal partners because we know that strong communities are the foundation of a strong Ontario – your success is Ontario's success.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c. Municipal Treasurer and Chief Administrative Officer

By signing below, I acknowledge that the allocation of \$49,000 is provided to City of Temiskaming Shores for the purpose of assisting with COVID-19 operating costs and pressures and that the province expects that any funds not required for this purpose in 2020 will be used to support COVID-19 operating costs and pressures in 2021.

I further acknowledge that City of Temiskaming Shores is expected to report back to the province on 2020 and 2021 COVID-19 operating costs and pressures and the use of this funding.

Name: Laura-Lee MacLeod

Title: Treasurer

Signature: Laura-Lee MacLeod

Date: December 17, 2020

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

**Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



December 16, 2020

Christopher Oslund
City Manager
City of Temiskaming Shores
coslund@temiskamingshores.ca

Dear Christopher Oslund:

In order to help farm businesses and municipalities save time and money, the Ontario government is posting a discussion paper on a new regulatory proposal to implement recent amendments to the Drainage Act, which received Royal Assent on July 21, 2020, as part of Bill 197, the COVID-19 Economic Recovery Act.

The proposed regulation supports the government's commitment to reduce burden and promote economic development while maintaining effective environmental standards. A discussion paper will be posted on Ontario's Regulatory and Environmental Registry for a 60-day public comment period from December 9 2020 to February 7, 2021 and can be accessed on the Environmental Registry at this website address:

www.ero.ontario.ca/notice/019-2814.

Drainage is critical for supporting agricultural productivity and the production of food. It enables sector growth by delivering economic benefits such as improved crop productivity and flood control, while supporting environmental benefits such as nutrient loss reduction, reduced soil erosion and habitat protection. That is why I encourage you to submit your comments on the proposed regulation and let your perspective on this important matter be known as we finalize this regulation.

My ministry will be hosting webinars for key stakeholders who play an important role or who have an interest in the Drainage Act and the recent changes. The webinars are scheduled for:

- January 7, 10:00-11:30 am: Municipalities/Drainage Industry
- January 8, 10:00-11:30 am: Environmental Groups, Indigenous Communities, Conservation Authorities and the public
- January 12, 2:00-3:30 pm: Municipalities/Drainage Industry
- January 14, 2:00-3:30 pm: Municipalities/Drainage Industry
- January 15, 2:00-3:30 pm: General Farm Organizations



Good things grow in Ontario
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2
Bureau principal du ministère: 1 Stone Road West, Guelph (Ontario) N1G 4Y2

To register, please complete the registration form at this website, <https://survey.clicktools.com/app/survey/go.jsp?iv=1yoz6wboh3a0f>, or contact the Agricultural Information Contact Centre (AICC) by email to ag.info.omafra@ontario.ca or you can call 1-877-424-1300.

Although the webinars are targeted to specific audiences, you are welcome to enroll at a time or date that better suits your schedule. Printed copies of the French Discussion Paper are also available from the AICC on request.

I look forward to learning the results of the consultation and your contribution to it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Hardeman', with a large, stylized loop at the end.

Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

COVID-19 Reminders

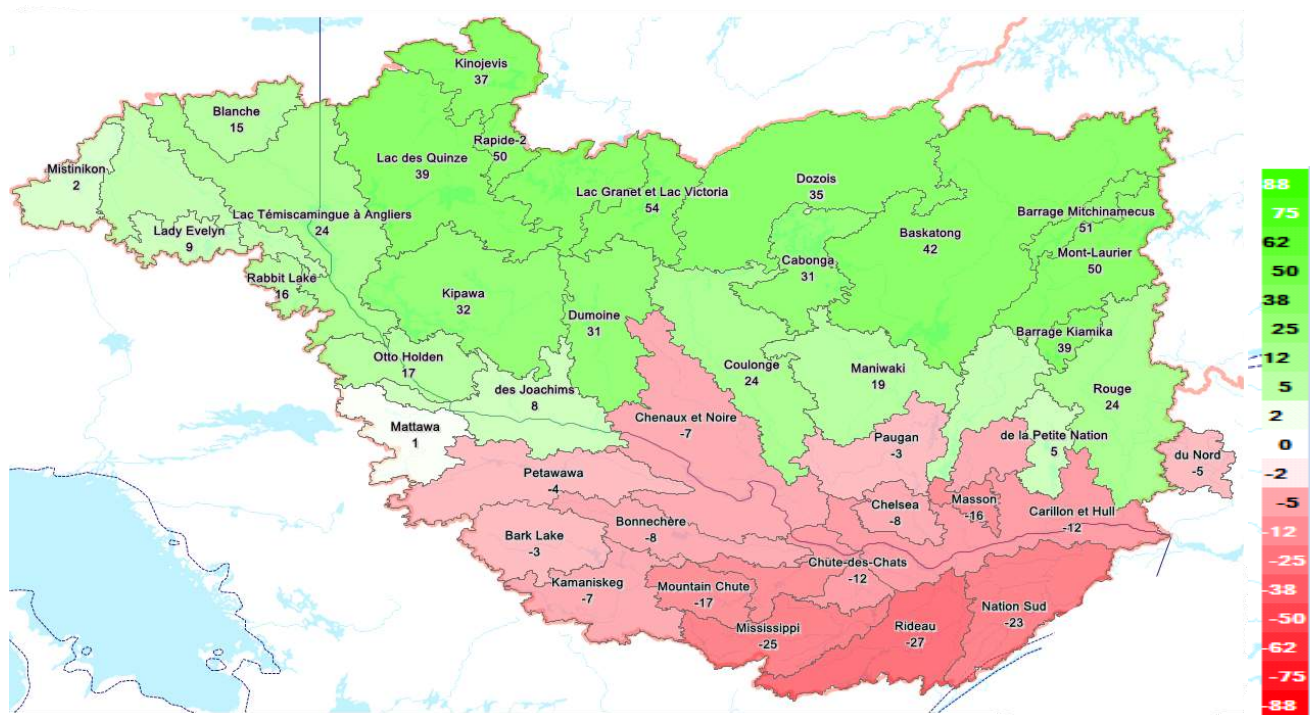
- Practise physical distancing – stay 2 metres away from others in public
- Wash your hands – with soap and water thoroughly and often
- Get the facts - www.ontario.ca/page/covid-19-stop-spread



Fall Conditions Overview in the Ottawa River Basin

OTTAWA/GATINEAU, Friday December 11, 2020 — The Ottawa River Regulating Committee provides integrated management of the principal reservoirs in the Ottawa River basin throughout the year, including during the fall period when river conditions can change rapidly in response to changing weather conditions. This report is a summary of fall conditions in the Ottawa River basin.

Fall River Conditions: Water levels on the Ottawa River through much of the fall have been above normal this year due to wet conditions over a significant portion of the basin. Contrary to conditions observed in the south and central portions of the basin, areas in the northern portion of the basin received above normal precipitation in September and October as shown in the figure below. As a result of significant rainfall received in the Abitibi-Timiskaming region between October 22 and October 24, water levels rose rapidly at the end of October in many locations along the main stem of the Ottawa River. The significant rise in flows and levels resulted in water elevations as much as 60 cm above median^a levels at their peak, depending on location.



CUMULATIVE PRECIPITATION ANOMALIES FOR SEPTEMBER AND OCTOBER
COMPARED TO CLIMATOLOGICAL NORMS (1981 – 2010) IN %

^a The median is a measure of average conditions and is determined by the value that is exceeded 50% of the time.

As river flows have decreased in the ensuing weeks, water levels and flows have gone back to being close to normal in the river reach upstream of Gatineau-Ottawa. On the lower river reach

between Gatineau-Ottawa and the Montreal region, water levels and flows increased slightly following a late November rainfall event but have returned close to normal with the arrival of seasonal temperatures.

To find out about water levels in your area and how they compare with normal conditions, visit the 'Current Conditions' webpage and click on the map marker closest to where you live. In the pop-up box, click on 'Graph View and Advanced Data'.

Did you know? Rainfall has a strong influence over river flows during the fall compared to summer because reduced evapotranspiration during fall lessens the soil's capacity to absorb precipitation (See our [new FAQ - Why are high water levels common during the fall on the Ottawa River?](#))

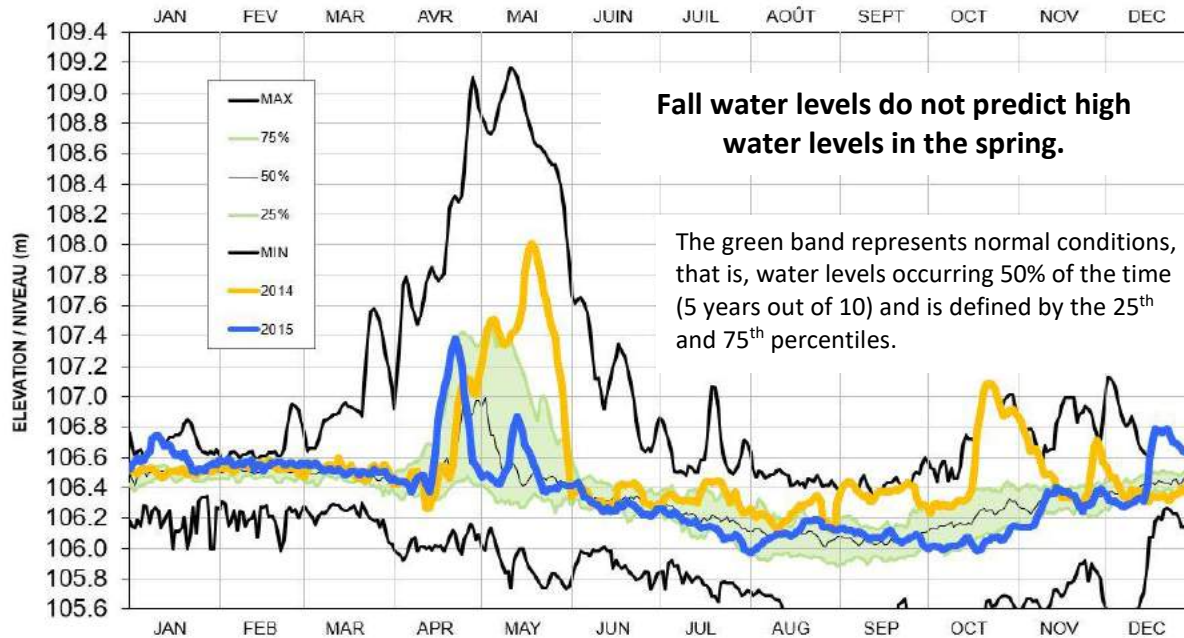
While the water level fluctuations experienced this October were highly visible, they are not exceptional. Check the table below to see how many times the highest level observed this October was exceeded in the last 30 years in your area.

TOP 10 FALL WATER LEVELS ON THE OTTAWA RIVER SINCE 1990 (m)

Mattawa		Pembroke		Lac Coulonge		Lac Chats		Lac Deschênes		Gatineau (Hull)	
DATE	LEVEL	DATE	LEVEL	DATE	LEVEL	DATE	LEVEL	DATE	LEVEL	DATE	LEVEL
1990-11-29	153.88	2014-10-21	112.40	2014-10-23	107.09	2003-11-25	74.57	2003-11-29	59.23	2003-10-07	43.00
2014-10-20	153.81	1990-12-01	112.39	2001-10-30	107.01	2006-11-21	74.49	2006-11-21	59.13	2006-11-22	42.77
2018-10-18	153.80	2001-10-29	112.30	2003-11-25	106.94	2014-10-22	74.45	2014-10-24	59.10	1992-11-18	42.35
2001-10-19	153.67	2018-10-20	112.26	2006-11-21	106.86	1990-12-01	74.38	1992-11-19	58.99	2014-10-23	42.34
2020-10-25	153.58	2003-11-22	112.25	1990-12-01	106.85	2001-10-30	74.36	2001-10-30	58.98	2001-10-31	42.26
2013-11-19	153.50	2012-11-03	112.23	2012-11-05	106.75	1992-11-19	74.30	1990-12-01	58.93	2017-11-03	42.26
2012-11-02	153.47	2006-11-19	112.18	2018-10-15	106.75	1991-11-25	74.27	1999-11-06	58.91	2013-11-21	42.22
2003-11-21	153.44	2020-10-28	112.16	2020-10-28	106.72	1999-11-06	74.23	2013-11-24	58.91	1990-12-01	42.21
1993-10-26	153.40	2013-11-22	112.15	1992-11-17	106.71	2017-11-16	74.23	2020-10-30	58.89	2020-10-29	42.21
1999-11-12	153.33	1992-11-16	112.09	2013-11-23	106.70	2020-10-29	74.22	2012-11-05	58.87	2010-12-01	42.19

Sharp increases in water levels often bring about questions regarding what conditions the following spring may bring. A review of historic river conditions shows that there is no direct correlation between high water levels in the fall and high water levels the next spring. For instance, in the last 10 years, 2014 was the year when the highest fall water levels occurred on the Ottawa River. Yet, the spring freshet conditions in 2015 were very close to normal at all river locations. An example of the historical 2014-15 water levels on the Ottawa River is provided at Fort-Coulonge in the figure below.

OBSERVED WATER LEVELS AT FORT-COULONGE ON THE OTTAWA RIVER IN METRES (2014-2015)

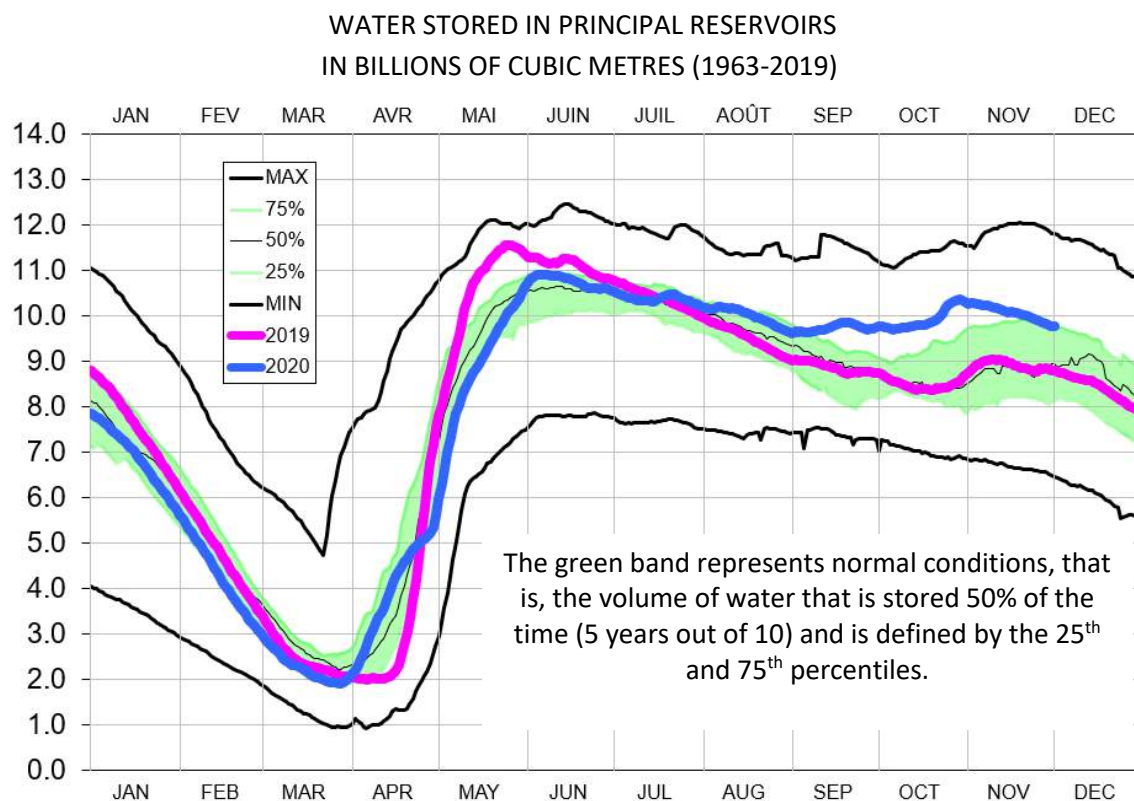


Did you know? Several factors influence the severity of a spring flood. Unfortunately, the factors with the largest influence are the result of active weather systems that may or may not occur once the spring freshet has started (**See our [new FAQ – What are the factors that contribute to flooding?](#)**)

Reservoir Regulation Strategy: Water levels in the principal reservoirs will be lowered progressively from approximately mid-December to the end of March as shown in the figure below. The Des Joachims reservoir requires less time to empty (as it is the smallest of the thirteen principal reservoirs) and will be emptied during the month of March.

This strategy allows the flows from the principal reservoirs in the Ottawa River to decline to a minimum at the end of March, prior to the beginning of the usual snow melt period when natural increases of river flows and levels occur.

The annual emptying of the principal reservoirs can be followed on the Planning Board's website [here](#).



Long-term Overview: End of fall early winter levels will continue to be highly dependent on weather conditions. During the winter months, when most precipitation accumulates on the ground as snow, water levels and flows in natural tributaries are generally decreasing. However, in the Ottawa River, flows and water levels are generally stable because of the continuous release of water from the principal reservoirs as they are gradually emptied. However, river conditions can fluctuate when a winter thaw occurs or, more rarely, when extreme cold weather causes the thickening of the ice cover and/or the accumulation of frazil ice to restrict the river flow.

Did you know? The remaining flow in the river, just before the spring starts, is the total of all the natural tributaries (Petawawa River, Rouge River, etc.) in the basin and is termed the base flow. This base flow varies naturally depending on overwinter conditions and thaw cycles.

The Ottawa River Regulating Committee will continue to monitor basin conditions and report conditions to residents on its website www.ottawariver.ca/

Ottawa River Regulating Committee

Ontario

Ice Fishing Challenge

A Covid-safe ice fishing tournament to help Ontario anglers get out and go fishing this winter.

**Will your town be crowned
the *Ice Fishing Capital*?**



Event runs February 13 to March 7, 2021 across Ontario.

by [Sean Simmons](#), President of Angler's Atlas and MyCatch



MyCatch
Tournaments

Background

- In November 2020, we held discussions with several economic development and tourism officials in Ontario regarding a Covid-safe ice fishing tournament series.
- These tournaments use a mobile app called **MyCatch**. Anglers take a picture of the fish on a measuring device and **MyCatch** does the rest.
- Here are some ways your community can benefit:
 - Helping local anglers have fun this winter doing what they love - fishing!
 - Supporting local businesses with an event that generates local sales for gear and supplies.
 - A test run to see if this approach can boost your tourism economy once Covid has passed - especially in the shoulder season!



An ideal way to socially distance.

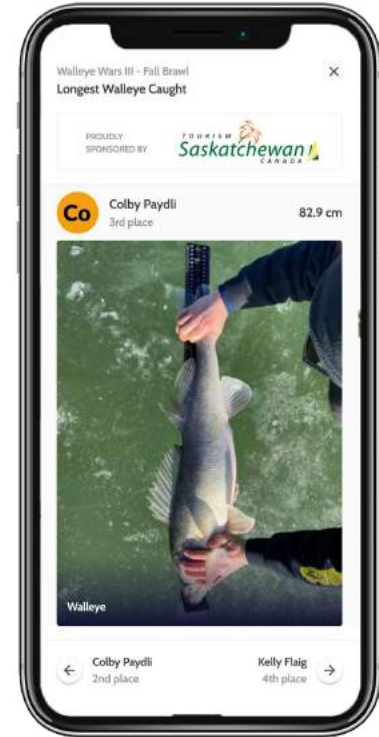
The Idea

We are hosting a Covid safe ice-fishing tournament for Ontario anglers from February 13 (Family Day weekend) to March 7, 2021.

Your town will have their own leaderboard showing the catches of your local anglers. The “collective catch” will compete with other towns to be crowned the ***Ice Fishing Capital***.

Below are the key stages of this real *and* virtual event:

1. Promotion and recruitment begin shortly after Christmas, and are driven through social media.
2. Rules meeting and award ceremonies are held on Facebook Live.
3. Prizes for weekly themes, such as pike, walleye, trout.
4. Final awards ceremony to crown the ***Ice Fishing Capital***.



Example of a catch photo from Walleye Wars in Saskatchewan.

The Buy-In

Community support:

- \$1,000 commitment to the event
- Agree to support promotion through community social media channels
- Where possible, introduce MyCatch team to local leaders in angling and business community

In Return, each community receives:

- A safe and fun way for local anglers to escape the Covid blues
- Test run for boosting the tourism economy
- Dedicated event page for the tournament
- Local leaderboard with local anglers
- Chance to win the ***Ice Fishing Capital***

*Who will wear the
Ice Fishing Crown?*



MyCatch
Tournaments

Past Tournament Examples

Walleye Wars (Pro Anglers)

- Focused on top tier anglers
- Anglers who are serious about winning
- View [Leaderboard](#)
- View [Facebook](#)



Kootenay Lake Classics (Tourism)

- Focused on tourism sector
- Anglers who want to have a fun with family & friends
- View [Leaderboard](#)
- View [Facebook](#)



*For more information, please contact Jim Clarke or Dallas Kirkpatrick.
jim.clarke@anglersatlas.com or dallas.kirkpatrick@anglersatlas.com*



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

December 18, 2020

Monika Turner
Director of Policy
Association of Municipalities of Ontario
200 University Ave., Suite 801
Toronto, Ontario M5H 3C6

Dear Ms. Turner:

This is to advise that City Council, at a meeting held on December 14, 2020, passed the following resolution regarding cannabis retail in Ontario:

“WHEREAS the regulator for private cannabis retail in Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) has the authority to license, regulate and enforce the sale of recreational cannabis in privately run stores in Ontario; and

WHEREAS on January 14, 2019 Kitchener City Council agreed to ‘opt-in’ to the Provincial direction to allow Cannabis Retail to occur in the City of Kitchener; and

WHEREAS the AGCO criteria does not take into consideration radial distance separation from other Licensed Cannabis Stores when considering applications for new Licensed Cannabis Stores; and

WHEREAS the City of Kitchener currently has two open retail locations and 12 active applications for Licensed Cannabis Stores, several within a three block radius; and

WHEREAS Council considers it a matter of public interest to include a 500 metre distance separation from other Licensed Cannabis Stores, as excessive clustering and geographic concentration of cannabis retail outlets may encourage undesirable health outcomes, and over-concentration may cause undesirable impacts on the economic diversity of a retail streetscape including the distortion of lease rates, economic speculation, and the removal of opportunity for other commercial businesses; and

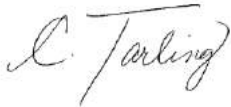
WHEREAS cannabis retail is a new and unproven market, and no studies or precedent exists to determine the number or distribution of stores that

can reasonably be supported by the local economy, and it is therefore prudent to establish the means by which the AGCO, with input from a municipality, can regulate over-concentration as the cannabis retail market evolves;

THEREFORE BE IT RESOLVED THAT Council directs the Mayor, on behalf of Council, to write the Premier of Ontario, the Honourable Rod Phillips, Minister of Finance of Ontario, and the Honourable Doug Downey, Attorney General of Ontario, requesting the Province modify the regulations governing the establishment of cannabis retail stores to consider over-concentration as an evaluation criteria, require a 500 metre distance separation between locations, and provide added weight to the comments of a municipality concerning matters in the public interest when considering the application of new stores; and

BE IT RESOLVED THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario, Federation of Canadian Municipalities, and other municipalities in Ontario."

Yours truly,

A handwritten signature in cursive script, appearing to read 'C. Tarling'.

C. Tarling
Director of Legislated Services
& City Clerk

c: Garth Frizzell, Federation of Canadian Municipalities
 Berry Vrbanovic, Mayor, City of Kitchener
 Helen Fylactou, Manager of Licensing, City of Kitchener
 Ontario Municipalities

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

**Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



December 21, 2020

Christopher Oslund
City Manager
City of Temiskaming Shores
coslund@temiskamingshores.ca

Dear Mr. Oslund,

I am writing today to let you know about upcoming updates to the Ontario Wildlife Damage Compensation Program (OWDCP). The OWDCP provides financial assistance to owners whose livestock, poultry and honeybees have been damaged or killed by wildlife.

These updates are the result of concerns raised by farmers, their organizations and other stakeholders regarding the timeliness of payments for approved claims. We are also providing administrative flexibility if program timelines cannot be met in exceptional and extenuating circumstances such as COVID-19.

Key program changes will include:

- Notifying municipalities of an applicant's fully approved claim and initiating the payment process when the approval decision is made rather than after the appeal period ends; and,
- providing to the Administrator authority to waive deadlines if there are unforeseen issues or extenuating circumstances affecting program timelines.

OWDCP program updates will take effect for any applications with a kill (or injury) date on or after **January 1st, 2021**.

.../2

By notifying municipalities and initiating the payment process for fully approved claims upon approval rather than at the end of the appeal period, it is estimated that over 80% of successful claims will be paid out up to 20 business days earlier. In the event an issue with the claim approval is discovered, all applicants retain the ability to appeal within 20 business days of the date indicated on their decision letter. These payment process changes will only apply to claims with an injury or kill date on or after January 1, 2021.

In addition, allowing the Administrator to waive certain deadlines in extenuating circumstances is another way the government is providing flexibility in these uncertain times. This change will help ensure that applicants' claims will be considered if deadlines are missed for exceptional reasons outside their control.

Please visit the OWDCP website for details of the program updates at:
www.ontario.ca/predation

For further information, please contact my ministry's [Agricultural Information Contact Centre](#) at 1-877-424-1300.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Hardeman', with a large, stylized loop at the beginning and a long, sweeping underline.

Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

COVID-19 Reminders

- Practise physical distancing – stay 2 metres away from others in public
- Wash your hands – with soap and water thoroughly and often
- Get the facts - www.ontario.ca/page/covid-19-stop-spread



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

December 21, 2020

TO:
The Honourable Doug Ford (premier@ontario.ca)
Premier of Ontario

AND TO:
Minister of Health Hon. Christine Elliott (christine.elliott@pc.ola.org)

Board of Health for the Windsor-Essex County Health Unit
Attention: Lee Anne Damphouse, Executive Assistant to the Medical Officer of Health,
CEO, and Board of Health (ldamphouse@wechu.org)

The Windsor-Essex County Health Unit (wahmed@wechu.org)
Attention: Dr. Wajid Ahmed
Medical Officer of Health, Windsor-Essex County Health Unit

Dear Premier:

RE: Letter of Support for Small Businesses

At its Regular Meeting held on December 14, 2020 Kingsville Council passed the following Resolution:

"704-2020

Moved By Councillor Kimberly DeYong
Seconded By Councillor Larry Patterson

Attention: Premier Doug Ford

WHEREAS the health and safety of Ontarians is the number one priority and health is a state of physical, mental and social well-being, not merely the absence of disease;

AND WHEREAS many businesses rely on the holiday season for their financial strength and whereby these businesses have faced unprecedented difficult times throughout 2020 due to the COVID-19 pandemic restrictions;

AND WHEREAS closing our small local businesses during the holiday season means many will not survive and business owners and their employees will lose their livelihoods;

AND WHEREAS the Town of Kingsville's commercial businesses are predominately made up of small independently owned businesses and closing them will force residents to travel out of town into larger crowds increasing their exposure to COVID-19;

AND WHEREAS our small independent businesses have every reason to keep customers safe and are able to ensure limited capacity, customer contact tracing and disinfecting in-between customers and may be able to offer curb-side and delivery.

NOW THEREFORE BE IT RESOLVED that the Town of Kingsville calls upon the Premier of Ontario, Doug Ford, as well as the Ontario cabinet and Health officials, to protect the health of Ontarians and our small businesses by allowing them to remain open to in-store sales and service with limited capacity and increased safety measures;

AND THAT this resolution be forwarded to: All Ontario municipalities; Minister of Economic Development, Job Creation and Trade Hon. Victor Fedeli; Associate Minister of Small Business and Red Tape Reduction Hon Prabmeet Singh Sarkaria; Minister of Health Hon. Christine Elliott; Minister of Finance Hon. Rod Phillips; Associate Minister of Mental Health and Addictions Hon. Michael A. Tibollo; MPP Taras Natyshak; the Windsor-Essex County Health Unit Board of Health; and the Windsor-Essex County Health Unit Medical Officer of Health Dr. Wajid Ahmed.

CARRIED"

Yours very truly,



Sandra Kitchen, Deputy Clerk-Council Services
Legislative Services Department
skitchen@kingsville.ca

cc:

Taras Natyshak, MPP - Essex
Email: tnatyshak-gp@ndp.on.ca

Minister of Economic Development, Job Creation and Trade Hon. Victor Fedeli
Email vic.fedeli@pc.ola.org

Associate Minister of Small Business and Red Tape Reduction Hon Prabmeet Singh
Sarkaria
Email: prabmeet.sarkaria@pc.ola.org

Minister of Finance Hon. Rod Phillips
Email: rod.phillips@pc.ola.org

Associate Minister of Mental Health and Addictions Hon. Michael A. Tibollo
Email: michael.tibolloCO@pc.ola.org

All Ontario Municipalities

EARLTON-TIMISKAMING REGIONAL AIRPORT OCTOBER 2020

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$21,145	\$126,711
Operations	\$3,184	\$224,630
	<hr/>	<hr/>
	\$24,329	\$351,341

EXPENSES

Fuel	\$17,200	\$71,006
Operations	\$14,824	\$253,712
	<hr/>	<hr/>
	\$32,024	\$324,718

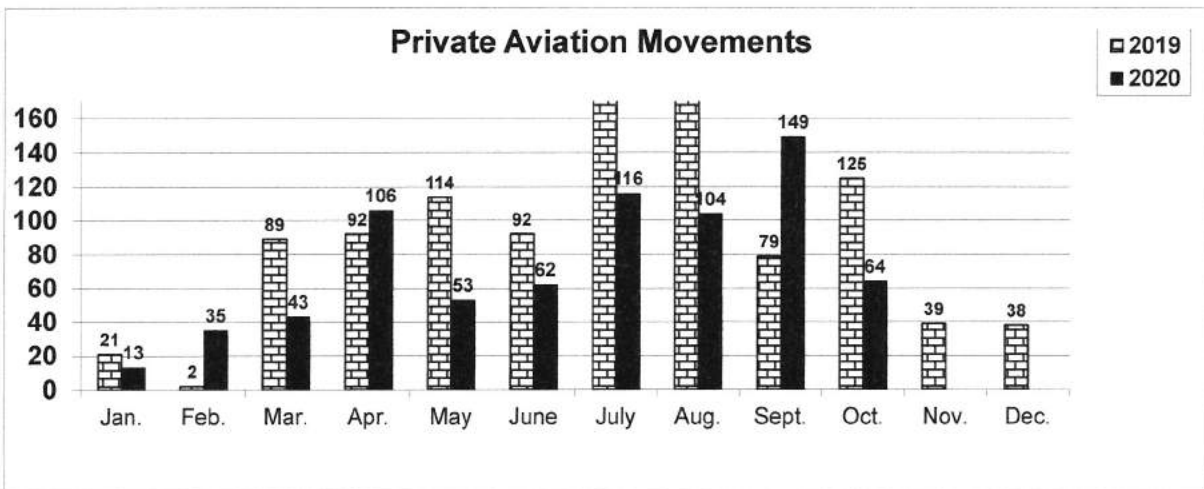
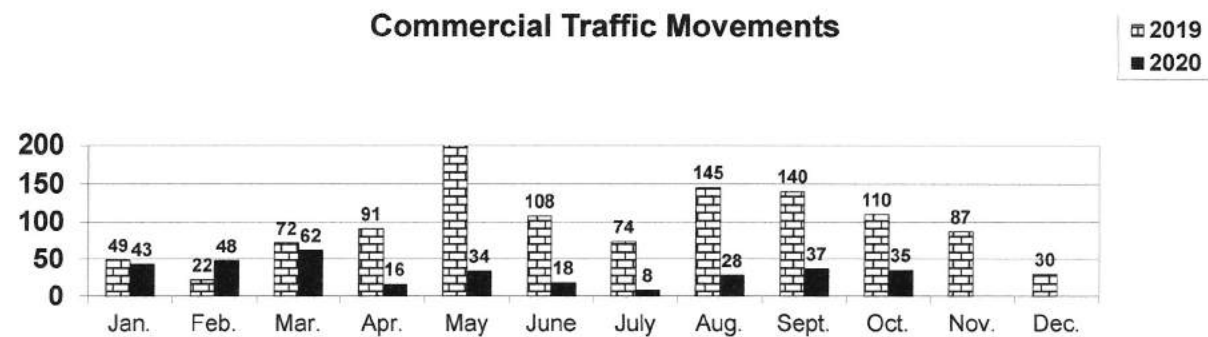
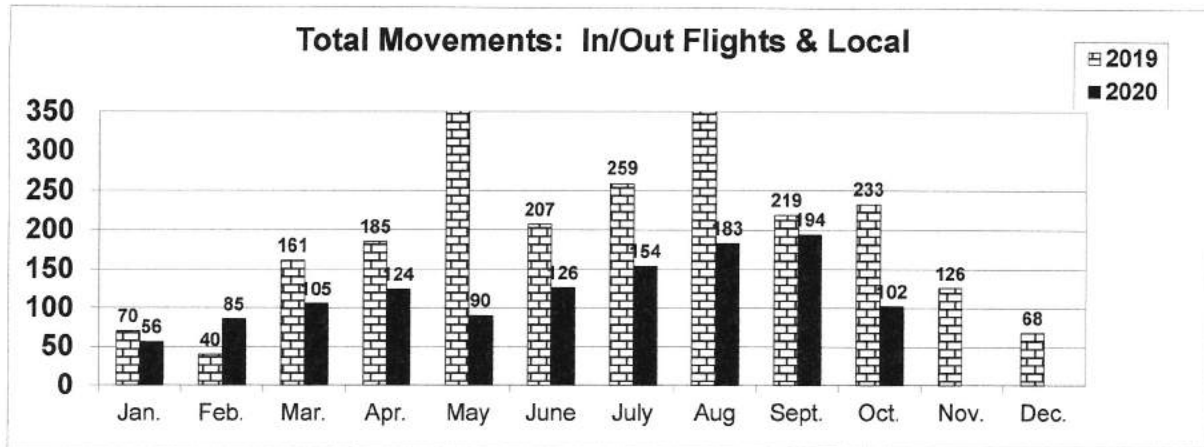
NET PROFIT/LOSS

Fuel	\$3,945	\$55,705
Operations	-\$11,640	-\$29,082
Capital Expenses		
	<hr/>	<hr/>
	-\$7,695	\$26,623

<u>FUEL INVENTORY - JET A1</u>	\$	18,951
<u>FUEL INVENTORY - AVGAS</u>	\$	8,391
<u>FUEL INVENTORY - DIESEL</u>	\$	3,496

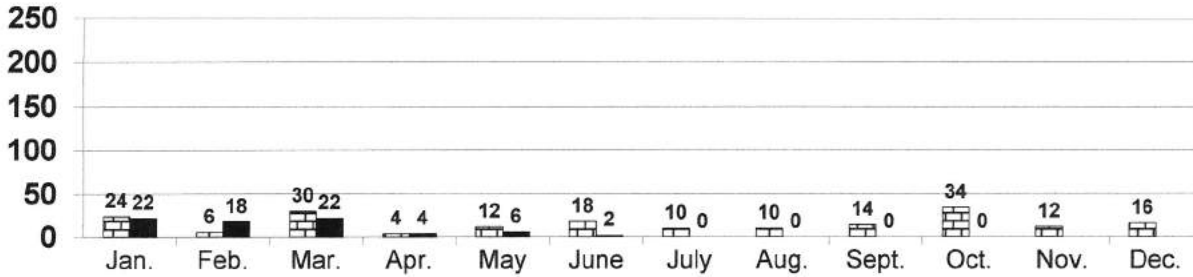
ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2020



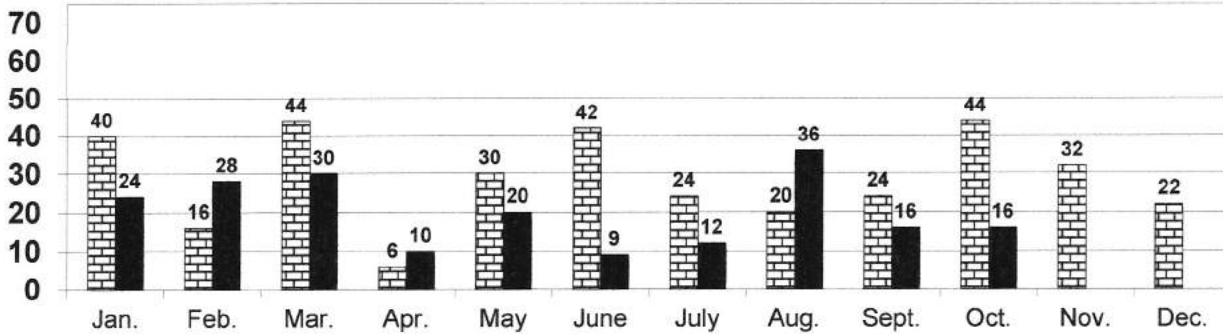
Air Carriers Movements

2019
2020



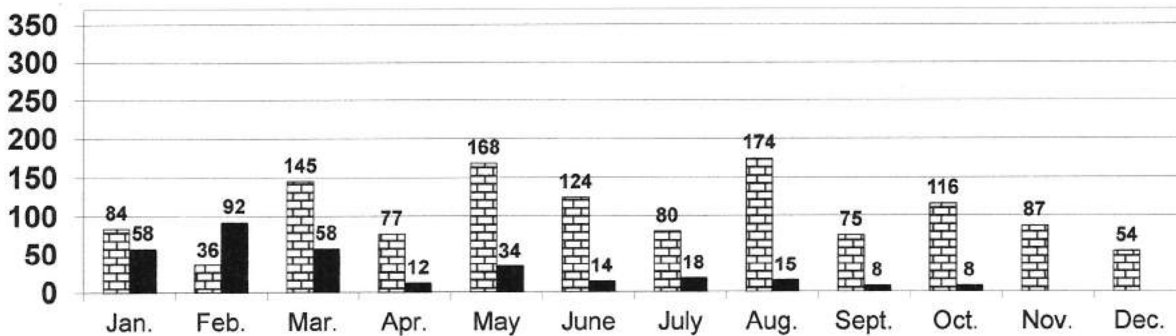
Air Ambulance Movements

2019
2020



Pgrs. via Air Charter

2019
2020



Community Contribution Summary
2020 Sharing Contribution
Per Capita Contribution - \$9.33

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879
Casey	368	\$3,433	\$3,433
Chamberlain	332	\$3,098	\$3,098
Charlton and Dack	686	\$6,400	\$6,400
Coleman	595	\$5,551	\$5,551
Englehart	1479	\$13,799	\$13,799
Evanturel	449	\$4,189	\$4,189
Harley	551	\$5,141	\$5,141
Hilliard	223	\$2,081	\$2,081
Hudson	503	\$4,693	\$4,693
Temiskaming Shores	9920	\$92,554	\$92,554
Thornloe	112	\$1,045	\$1,045
Total Contributions	16384	\$152,863	\$152,863

Donation

Kerns	358	\$3,340	
Total Contributions		\$156,203	\$152,863

As of November 17, 2020

MANAGER'S REPORT OCTOBER 2020

Projects

Catch Basin Repair TWY "A"

Demora Construction was in on the 5th Oct. to start the damaged catch basin repair, while we were in the process of determining the best course of repairs and showing Demora where to access the lid to use we found the old base for the lid and were able to utilise it in the repair. The end result was better than had been hoped with a flush transition to the existing shoulder that would still provide adequate drainage into the CB. There was no impact to operations during this work.



After Work Completed.

Fuel System: Update September 2020

On October 16th, 2020 Northern Metering Service was into perform Measurements Canada recertification on the Avgas and Jet A1 meters. Some slight adjustments were made and they installed a new Vacuum gage on the Jet A1 tank that was defective. We have also received certification from Measurements Canada and will be due to repeat this process again on the 16th of October 2022.

FEC and Sand Shed Roof Repair:

After several email attempts Norman Koch finally called into say that he guaranteed he would complete this project this year. He indicated that he would put all new roof trusses on the FEC

and take the old truss for another project. On October 27th Norman Koch was into measure and order materials for the sand shed repairs. He indicated he would be in First week of November to start on Sand Shed.

SMS Audit: Tuesday October 20th we hosted Loomex to do our SMS audit and Human Factors Training, some of the area's that they will be looking at during the audit are listed below:

TP 312 Chapter 2 will cover Aerodrome Data such as, GEOGRAPHIC DATA, AERODROME DIMENSIONS AND RELATED INFORMATION, STRENGTH OF PAVEMENTS, CONDITION OF THE MOVEMENT AREA AND RELATED FACILITIES.

TP 312 Chapter 3 will cover Physical Characteristics such as, RUNWAYS, CLEARWAYS, STOPWAYS, TAXIWAYS, HOLDING BAYS, TAXIHOLDING POSITIONS, AND ROAD-HOLDING POSITIONS, APRONS.

TP 312 Chapter 4 will cover Obstacle Restrictions and removal such as, OBSTACLE LIMITATION SURFACES, OBSTACLE LIMITATION REQUIREMENTS, OTHER OBJECTS.

As there were no obvious or glaring issues noted on the physical audit, they will be reviewing our documentation and manuals of these characteristics to ensure we are meeting Transport Canada specifications.

We can expect that final review mid to late November.

Staff Training:

Max is continuing his work on the wildlife training course on line. I have given him a deadline to the end of 2020 to complete.

Human Factors Training was conducted by Loomex as part of their SMS audit on the 20th of October. Carmen Kidd, Jamie Smith and Max Runnells all took part in this mandatory training as outlined in our Airport Operations Manual and will receive certificates of completion to be kept on file.

In following our SMS requirements we conducted a 3 hour training seminar for our monthly safety meeting, the topic is based on our SMS program. This month we went over the basics of our Emergency Response manual and reviewed the process and roles and responsibilities for Airport Staff to take in the event of an Aircraft Incident or accident.

More SMS training will be forth coming in November this will include a complete and full review of our Winter Snow and Ice Control plan, Winter Aircraft Movement and Surface Control including Canadian Runway Friction Index (CRFI) training.

Unexpected Visitor: On October 20th we had another C130 drop in for an impromptu exercise with TEMSAR, the Herc drained our Jet Tank dry with just over 7500 liters of fuel. There wasn't any impact to operations and we had topped up our tank in short order. I put the inspector from

Loomex to work as a wing spotter while I marshalled the aircraft into its parking position. He enjoyed assisting us!!

Winter Operations:

We had 2 snow events in October, 21st and 26th all equipment in good order, no impact to operations.

Equipment

Blower: We have rebuilt and reinstalled the ribbon on the snow blower, it is now operational.

Correspondence:

Correspondence Documents:

This was posted too late to meet last month's Manager Report deadline regarding the 99's visit in September.

Friday, October 16, 2020 Weekender Page 9



Women pilots from across Ontario and Quebec descended on the Earlton Timiskaming Regional Airport the weekend of September 18-20 as part of the Ninety Nines group of women pilots Gold Cup Rally. They toured around Earlton and were impressed with the friendliness of the people they met. (Staff photo by Sue Nielsen)

Sue Nielsen

Speaker Reporter

EARLTON — Women pilots from across Ontario and Quebec flew into the Earlton Timiskaming Regional Airport for a weekend event in mid-September as part of the Canadian 99s Gold Cup Rally.

A total of 11 planes and 23 visitors took part in the rally.

The Canadian 99s is a group of professional and independent female pilots. It was founded by 99 women in 1929 to provide mutual support and to advance aviation. It is the largest international organization of women pilots with upwards of 5,000 members in 40 countries.

American aviator Amelia Earhart was elected the first president in 1931.

The Gold Cup Rally is not a race but is a challenge involving aviation-related questions, ground photos, calculation of fuel consumption, spot landing and more. It requires a minimum of two people per aircraft, a pilot and co-pilot.

Participants are not limited to membership in the 99s.

"I began taking flying lessons in Grade six. My father was taking flying lessons at the time and he thought it was a good idea that I took them as well," said pilot Kirsten Kelly.

"I've flown all over North America and even took my mother to Providence, Rhode Island. It's great to get together with other women during these events. The people of Earlton have been so friendly to us."

Despite the weather being a bit on the chilly side, the women brought their tents and camped outside at the Earlton airport.

Why did they come to Earlton?

"Well, this year being a COVID nightmare, I thought hotels would not be a great idea, from what was known back in April and that perhaps camping would enable us to have our annual Air Rally. I began phoning airports that we have not been to on our rallies, to find out if they allowed camping," said 99s member/Air Rally organizer Susan Begg in an email interview.

AIRPORT AMENITIES

The group was searching for a facility with a sizeable runway and one that could accommodate not only a large number of aircraft but camping, too.

"Earlton Timiskaming Regional Airport permitted camping and has a huge runway. Jamie Smith, airport manager and Max, airport maintenance, went above and beyond our expectations to accommodate us. I would recommend Earlton Timiskaming Airport to every aviation organization," said Begg.

This year marked the 20th anniversary of the Gold Cup Rallies that have a different destination each year.

The Rallies are comprised of a series of challenges and the pilots who garner the most points win a first, second or third place finish - and bragging rights.

The Gold Cup winners were Mary Norman and Akky Mansikka, with Rani Tolton and Laureen Nelson placing second. Jocelyn Lecluse and Janet Chesterfield earned a third place finish.

The 23 women pilots had spot landings at the Muskoka Airport where the rally actually began, with another stop on Manitoulin Island before landing in Earlton.

"In Earlton, our finale dinner was ordered from Dida's Restaurant, respecting COVID rules. Dida's delivered our orders to the airport for us. Excellent service and food."

Begg mentioned the pilots arriving in Earlton were members of the East Canada Section 99s.

"They had a good time," said airport manager Jamie Smith in a telephone interview.

"The pilots toured around the region, we provided a couple of buildings for their usage and Earlton airport, the pilots took a tour of locally based restaurants."

they bought fuel from us which of the Bison du Nord farm, trav- They noted the region was really helps us." elled around the Earlton coun- beautiful to fl y over and view During their stay at the Earl- tryside and enjoyed meals from from the wide-open skies.

EARLTON-TIMISKAMING REGIONAL AIRPORT NOVEMBER 2020

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$6,047	\$132,758
Operations	\$62,798	\$287,428
	<hr/>	<hr/>
	\$68,845	\$420,186

EXPENSES

Fuel	\$8,414	\$79,420
Operations	\$27,698	\$296,432
	<hr/>	<hr/>
	\$36,112	\$375,852

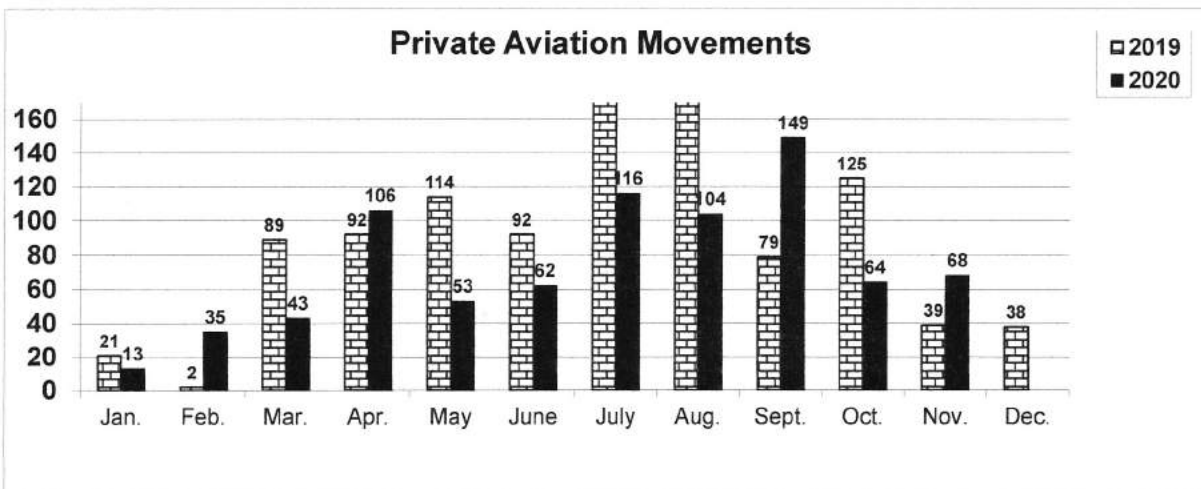
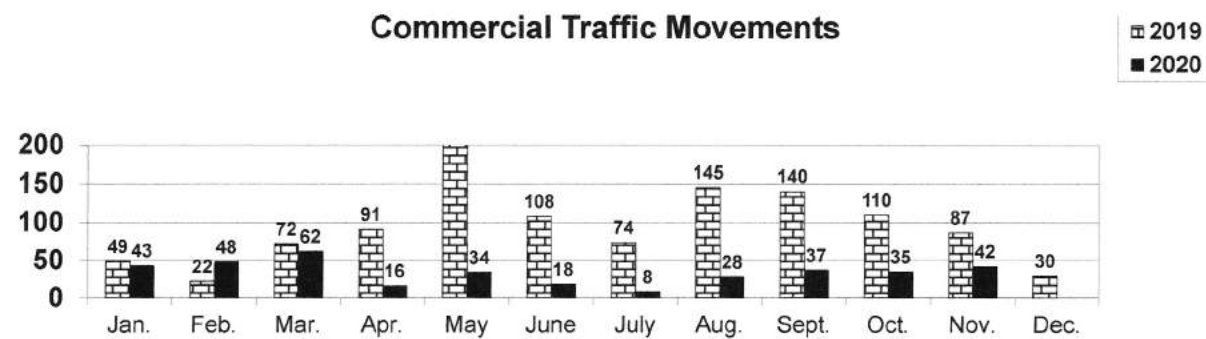
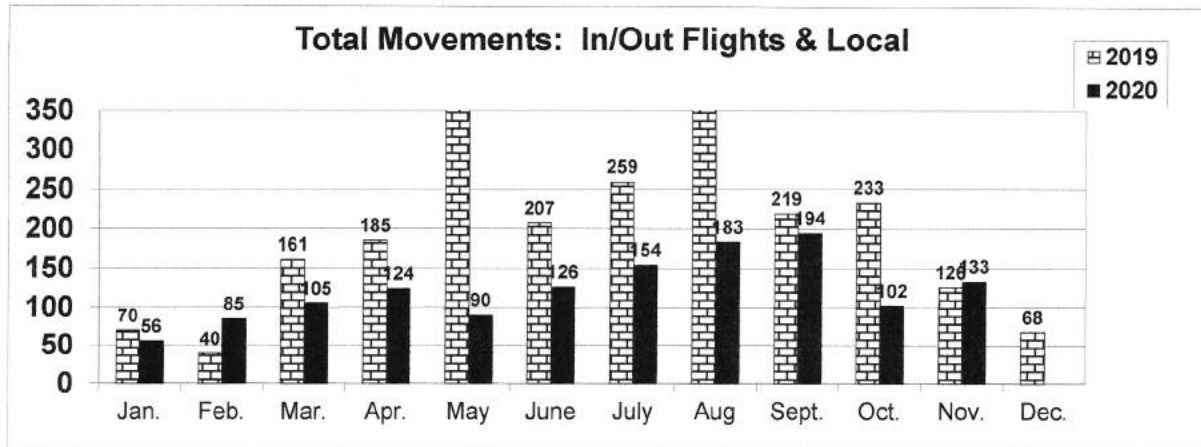
NET PROFIT/LOSS

Fuel	-\$2,367	\$53,338
Operations	\$35,100	-\$9,004
Capital Expenses		
	<hr/>	<hr/>
	\$32,733	\$44,334

<u>FUEL INVENTORY - JET A1</u>	\$	15,473
<u>FUEL INVENTORY - AVGAS</u>	\$	13,000
<u>FUEL INVENTORY - DIESEL</u>	\$	3,637

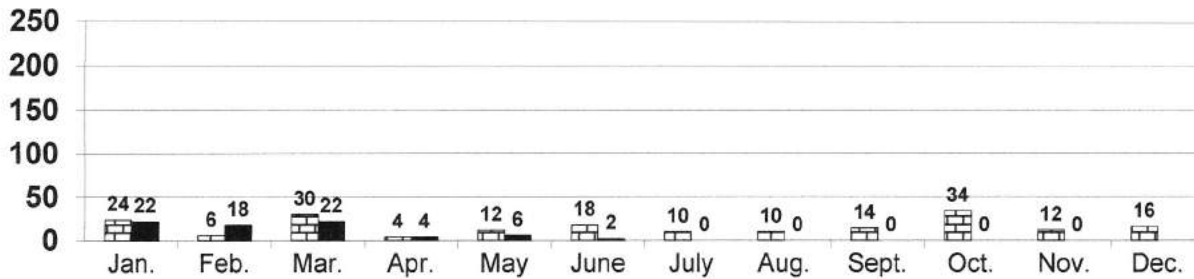
ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2020



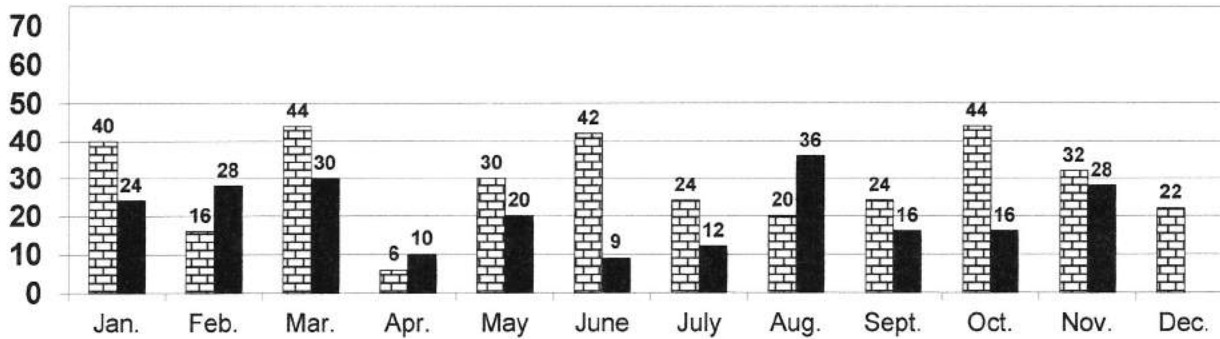
Air Carriers Movements

2019
2020



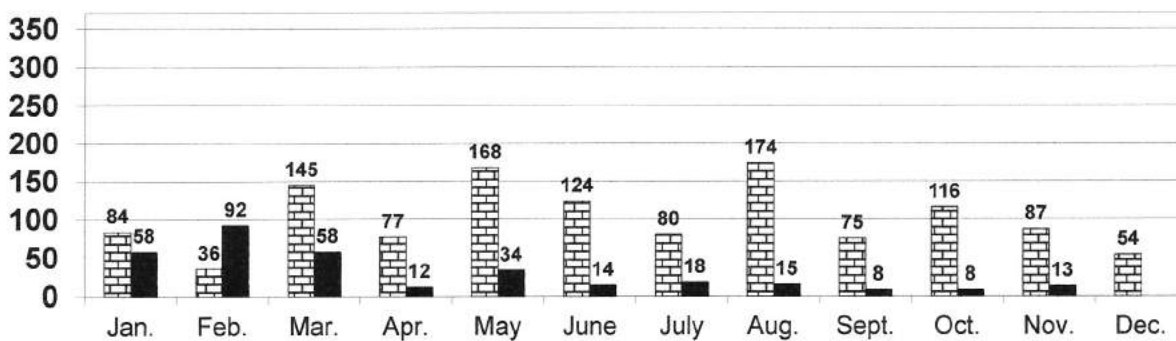
Air Ambulance Movements

2019
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Pgrs. via Air Charter

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2020



Community Contribution Summary
2020 Sharing Contribution
Per Capita Contribution - \$9.33

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Donation

Kerns	358	\$3,340	
Total Contributions		\$156,203	\$152,863

As of December 10, 2020



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

December 22, 2020

Project Number: 852-512885

Mr. Carman Kidd
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

Dear Mr. Kidd:

Re: Contribution to The Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$500,000 towards organizing a virtual Northern Ontario Mining Showcase pavilion during the 2021 Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to The Corporation of the City of Temiskaming Shores.

Yours sincerely,

Dimatteo, Aime

Aime J. Dimatteo
Director General
FedNor

Digitally signed by Dimatteo,
Aime
Date: 2020.12.22 09:55:58 -05'00'

c.c. Mr. James Franks, Economic Development Officer



Minutes

November 16, 2020 Draft Budget Meeting 7:00 Community Centre

Present: Penny Durrant,, Jeff Laferriere, , Sharren Reil,
James Franks, Angela Hunter

Regrets: Louise Briere

1.0 CALL TO ORDER:

7:01 P.M.

2.0 APPROVAL OF AGENDA:

Moved by Penny and seconded by Jeff. Motion carried

2.5 APPROVAL OF MINUTES FROM October 19, 2020

Moved by Jeff and seconded by Penny. **Carried**

3.0 NEW BUSINESS: Story Walk proposal from the library

Motion to partner with the Temiskaming Shores Public Library in the Story Walk as there is a lot of interest in the business community. Moved by Penny and seconded by Angela. Motion carried. Sharren will put up all the pages and arrange advertising.

3.0 FESTIVAL OF LIGHTS:

Sharren will organize a lighting display contest to kind of replace the Festival of Lights. The contest will have a trophy and judges and Sharren will arrange media coverage.

4.0 12 DAYS OF CHRISTMAS UPDATE:

Rhianna and Sharren will pick up all the ballot boxes on the 14th. The participation is going very well.

5.0 BUDGET UPDATE: James will submit the budget as reworked.

6.0 ADJOURNMENT AND DATE OF NEXT MEETING: The meeting ended at 8:14 and the next meeting is January 11th at 7:00

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

Thursday, October 22, 2020
Harley Twp. Hall, Hwy. #11
New Liskeard, ON

Attendance: Barbara Beachey, Doug Metson, Marc Robillard, Bryan McNair, Pauline Archambault, Kerry Stewart, Carman Kidd, Earl Read, Matt Golcic, James Smith, Sheila Randell

Regrets : Mitch Lafreniere, Debbie Veerman, Laurie Bolesworth

1. Welcome - Meeting called to order

Moved by: Barbara Beachey

Seconded by: Earl Read

BE IT RESOLVED THAT "the meeting of October 22, 2020 be called to order at 6:30 p.m. "

Carried

2. Approval of Agenda

Moved by: Doug Metson

Seconded by: Bryan McNair

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

Carried

3. Approval of Minutes of Last Meeting

Moved by : Barbara Beachey

Seconded by : Doug Metson

BE IT RESOLVED THAT "the Minutes of the Meeting held July 16, 2020, be adopted as presented."

Carried

4. Business Arising from Minutes

- regarding TRACC and their belongings still being stored on Airport property;
Carman has sent a registered letter to Claude Daviau requesting their equipment and supplies be removed by the end of November 2020. Copy of letter attached.

5. Committee Reports

(a) Financial Report:

Moved by: Kerry Stewart

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Finance Report for the month of September 2020, be adopted as presented and be attached hereto, forming part of these Minutes".

Carried

(b) Property & Maintenance
No Report

(c) Human Resource
No Report

6. Manager's Report

Moved by: Pauline Archambault

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Manager's Report for the month of October 2020, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

7. Chairman's Remarks/Report

Carman brought up the fact that the Airport Authority does not have its own Bylaws for Employment Standards, and has been using Twp. of Armstrong's Bylaws as a guideline. He made up a comparison sheet between Twp. of Armstrong and the City of Temiskaming Shores to look over and decide what the Board would like to use in their Bylaws. Please look this over and bring your decisions to the next meeting.

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Chairman's Remarks/Report be adopted as presented.

Carried

8. New Business

- The Airport recently had a new MPAC issued, resulting in property taxes increasing significantly.
- request was made to find last year's MPAC statement, to determine value with new hangars
- Carman to request an assessed value for Kirkland Lake airport from their council

9. Closed Session

Moved by: Matt Golcic

Seconded by: Marc Robillard

BE IT RESOLVED THAT "the ETRAA approve to convene in Closed Session at 7:15 p.m."

Carried

Moved by: Barbara Beachey

Seconded by: |Bryan McNair

BE IT RESOLVED THAT "the ETRAA approve to adjourn Closed Session at 7:30, with the following Motion:

WHEREAS "Martin West has been on long term sickness leave for 2 years"; and

WHEREAS "Martin West has provided a letter from his doctor advising that he is able return to work"; and

WHEREAS "There has been significant decrease in Airport business";

THEREFORE, BE IT RESOLVED THAT THE "ETRAA Board elects to terminate Martin West's employment with the Earleton-Timiskaming Regional Airport, and provide severance pay for 12 weeks @\$978.80 per week, plus Cover his Extended Health and Dental Benefits for 12 weeks (to Jan. 15, 2021)"

Carried

10. Adjournment

Moved by : Doug Metson

Seconded by : Barbara Beachey

BE IT RESOLVED THAT "this meeting be adjourned at 7:34 p.m."

Carried

Chair

Secretary

Earlton-Timiskaming Regional Airport Authority

P.O. Box 99, Airport Road, Earlton, ON P0J 1P0

September 12, 2020

Claude Daviau

Box 546

Earlton, ON

P0E 1E0

Dear sir

Our Board of Directors have asked me to send you a letter, with regard to any equipment and supplies that TRACC, may still have located on our airport property.

We would appreciate it, if you could make arrangements with our airport manager, to have this equipment removed before the end of November, 2020.

Anything left on our airport property after this date will be considered abandoned and will be dealt with as we see fit.

Regards



Carman Kidd

ETRAA Board Chair

SAFETY BOOTS

ARMSTRONG

T.S.

\$400.00 / YR

- \$160. / YR

PRESCRIPTION GLASSES

\$300.00 / 2 YRS

- \$450.00 / 2 YRS

ORTHOPEDIC SHOES

\$300.00 / 2 YRS

NONE

VACATION

- 2 WKS FIRST 5 YRS

2 WKS - 3 YRS

3 - WKS NEXT 5 YRS

3 WKS - UP TO 10 YRS

4 - WKS AFTER 10 YRS

4 WKS - 10-15 YEARS

POST VACATION SCHEDULE

BY MARCH 31

BY ~~SEPT~~

TAKEN WITHIN THE
CALENDAR YEAR

~~PREVIOUS YEAR~~
MARCH 31

→ SAME

LTP

66.7% OF REGULAR
WAGE

?

STARTING THE 16TH WK
OF DISABILITY

AFTER 17TH
WEEK

SICK DAYS

- 5 (PAID) SICK
DAYS / YEAR

9 DAYS / YR

SHORT TERM DISABILITY

AFTER 5 DAYS

FOR 17 WKS
75% OF
WAGE

WSIB

YES

YES

BEREAVEMENT DAYS

5 DAYS - IMMEDIATE
FAMILY

- SAME

1 DAY - OTHER
FAMILY
MEMBER

- 2 DAYS

COMPASSIONATE DAYS

5 DAYS - IMMEDIATE
FAMILY

5 DAYS

3 DAYS - OTHER FAMILY

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

Thursday, November 12, 2020
Harley Twp. Hall, Hwy. #11
New Liskeard, ON

Attendance: Barbara Beachey, Doug Metson, Marc Robillard, Bryan McNair, Pauline Archambault, Mitch Lafreniere, Carman Kidd, Earl Read, Debbie Veerman, James Smith, Sheila Randell

Absent: Laurie Bolesworth, Kerry Stewart, Matt Golcic

1. Welcome - Meeting called to order

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of November 12, 2020 be called to order at 6:30 p.m. "

Carried

2. Approval of Agenda

Moved by: Doug Metson

Seconded by: Barbara Beachey

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

Carried

3. Conflict of Interest

None

4. Closed Session- to discuss HR matters

Moved by: Pauline Archambault

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the ETRAA approve to convene in Closed Session at 6:32 p.m."

Carried

Moved by: Pauline Archambault

Seconded by: Mitch Lafreniere

BE IT RESOLVED THAT "the ETRAA approve to adjourn Closed Session at 7:18 p.m."

Carried

Moved by: Doug Metson

Seconded by: Barbara Beachey

WHEREAS "the Ownership of the Earlton Airport was taken over by the ETAA in 2018, with the Township of Armstrong maintaining the payroll administration and employment of the employees, on a temporary basis" and;

WHEREAS "the ETAA has worked to set up its own payroll and benefit programs, including OMERS" and;

WHEREAS "the Township of Armstrong wishes to terminate this ETAA division of employees, as of November 30, 2020, and the ETAA is ready to hire the necessary staff to manage and operate the Earlton Airport as of December 1, 2020";

THEREFORE, BE IT RESOLVED THAT "the ETAA Board of Directors authorizes the HR committee to post the positions needed, and hire staff as early as December 1, 2020, to operate the Earlton Airport. The Board also authorizes staff to set up payroll services in house including deductions, benefits and OMERS. The Board will adopt the Township of Armstrong employment standards, until the Board develops its own policy. New employees are to be covered under Armstrong's benefit plan until December 31, 2020."

Carried

10. Adjournment

Moved by : Earl Read

Seconded by : Pauline Archambault

BE IT RESOLVED THAT "this meeting be adjourned at 7:20 p.m."

Carried

Chair

Secretary

THE CITY OF TEMISKAMING SHORES JANUARY - DECEMBER 2020 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

21-Dec-20

SUMMARY - CAPITAL
Revenues and Expenditures
as at December 2020

	2020 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
CAPITAL				
Revenues				
Capital - General	3,066.2	3,803.3	(737.1)	-19.4%
Capital - Environmental	500.8	1,100.0	(599.2)	-54.5%
Total Revenues	3,567.0	4,903.3	(1,336.3)	-27.3%
Expenditures				
Capital - General	3,673.7	3,803.3	129.6	3.4%
Capital - Environmental	786.7	1,100.0	313.3	28.5%
Total Expenditures	4,460.4	4,903.3	442.9	9.0%
Net Position Capital	(893.4)	0.0	893.4	0.0%

**GENERAL CAPITAL
Revenues & Expenditures
as at December 2020**

Department	Project	2020			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations		728.5	(728.5)				
	Transfer from Reserves	37.1	138.5	(101.4)				
	Financing - NL Library	1,099.6	1,000.0	99.6				
	Federal Gas Tax	1,148.5	1,110.6	37.9				
	Efficiency Funding	267.4	265.0	2.4				
	OCIF Funding	64.8	125.0	(60.2)				
	Provincial Gas Tax	116.9	115.6	1.3				
	ICIP Funding	321.6	317.9	3.7				
	Partnership - Others	6.0	2.2	3.8				
	Partnership - Splashpad	0.1	0.0	0.1				
	Other Revenues - Library	4.2	0.0	4.2				
Total Revenues		3,066.2	3,803.3	(737.1)				
EXPENDITURES:								
Corporate Services:	Website Upgrades	25.9	18.0	-7.9	100%	X		
Public Works:	2020 Roads Program	1,043.0	1,000.0	-43.0	100%	X		
	Golf Course Road Bridge	105.5	110.6	5.1	100%	X		
	Ditching Project		30.0	30.0	100%	X		
	Grant Drive Expansion		45.0	45.0				
	West Road Culvert Lining	68.1	125.0	56.9	100%	X		
	Radley Hill Road Crossing Engineering	8.9	20.0	11.1	100%	X		
	Roy's Road Bridge	3.0	0.0	-3.0	25%	X		
Solid Waste:	Landfill Expansion	20.6	75.0	54.4	50%	X		
Property Mtnce:	NL Library Relocation	1,099.6	1,000.0	-99.6	100%	X		
	Haileybury Arena Roof	456.8	500.0	43.2	100%	X		
	Haileybury Fire Station Roof	5.9	20.0	14.1	100%	X		
Fleet:	3/4 Ton Pick Up	38.4	39.0	0.6	100%	X		
	Spray Patcher	267.4	265.0	-2.4	100%	X		
	Blower for Trackless	16.5	16.5	0.0	100%	X		
Transit:	Transit Bus	438.5	433.5	-5.0	100%	X		
Recreation:	Recreation Master Plan	45.6	45.7	0.1	100%	X		
	Haileybury Arena Dehumidifer	30.0	60.0	30.0	100%	X		
	Waterfront Development	0.1	0.0	-0.1				
Total Expenditures		3,673.7	3,803.3	129.6				

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at December 2020

	2020		
	Actual	Budget	Variance B/(W)
REVENUES:			
Transfer from Operations		599.2	(599.2)
Transfer from Reserves	500.8	500.8	0.0
Total Revenues	500.8	1,100.0	(599.2)
EXPENDITURES:			
Dymond Looping Phase 2&3	786.7	1,100.0	313.3
Total Expenditures	786.7	1,100.0	313.3

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: January 5, 2021
Subject: Council Attendance and 2019 Council Remuneration Report
Attachments: Appendix A: Council Attendance Records
Appendix B: 2019 Council Remuneration Report

Mayor and Council:

At the December 1, 2020 Regular Council meeting the following resolution was adopted:

Resolution No. 2020-565

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores directs staff to release the Council attendance report for the current term of Council, and to restate the 2019 Council Remuneration report.

Carried

In accordance with the above-mentioned resolution, Council attendance records for Regular and Special Council meetings, as well as various Committees of Council (26 Committees in total) have been prepared and are attached hereto as Appendix A. This compilation provides records of attendance for the current term of Council only (since December 1, 2018 to the present).

In addition, the 2019 Council Remuneration report has also been restated for information purposes, attached hereto as Appendix B.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kelly Conlin
Deputy Clerk

Shelly Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager

COUNCIL MEETING ATTENDANCE

DATE	Kidd	Foley	Hewitt	Jelly	Laferriere	McArthur	Whalen
3-Dec-18	X	X	X	X	X	X	X
18-Dec-18	X	X	X	X	X	X	X
8-Jan-19	X	X	X	X	X	X	X
15-Jan-19	X	X	X	X	X	X	X
22-Jan-19	X	X	ABSENT	X	X	X	X
4-Feb-19	X	X	X	X	X	X	ABSENT
5-Feb-19	X	X	X	X	X	X	ABSENT
19-Feb-19	X	X	ABSENT	X	X	X	X
12-Mar-19	X	ABSENT	X	X	X	X	X
19-Mar-19	X	X	X	X	X	X	X
2-Apr-19	X	X	X	X	X	X	X
16-Apr-19	X	X	ABSENT	X	ABSENT	X	X
7-May-19	X	X	X	X	X	X	ABSENT
14-May-19	X	ABSENT	ABSENT	X	ABSENT	X	X
21-May-19	X	X	X	ABSENT	X	X	X
4-Jun-19	X	X	ABSENT	X	X	X	ABSENT
18-Jun-19	X	ABSENT	X	X	X	X	X
9-Jul-19	X	X	X	X	ABSENT	X	X
23-Jul-19	X	X	X	X	X	X	X
7-Aug-19	X	X	ABSENT	X	X	X	X
13-Aug-19	X	X	ABSENT	ABSENT	X	X	X
3-Sep-19	X	ABSENT	X	X	X	X	X
17-Sep-19	X	X	X	X	X	X	X
1-Oct-19	X	X	ABSENT	X	X	X	X
15-Oct-19	X	X	X	X	X	X	X
1-Nov-19	X	X	ABSENT	X	X	X	X
5-Nov-19	ABSENT	X	X	X	X	X	X
19-Nov-19	X	X	ABSENT	X	X	X	X
25-Nov-19	ABSENT	ABSENT	X	X	X	ABSENT	X
3-Dec-19	X	ABSENT	X	X	ABSENT	X	X
3-Dec-19	X	X	X	X	X	X	X
17-Dec-19	X	ABSENT	X	X	X	X	X
7-Jan-20	X	X	X	X	X	X	X
8-Jan-20	X	X	X	X	X	X	X
9-Jan-20	X	X	ABSENT	X	X	X	X
14-Jan-20	X	X	X	X	X	X	X
15-Jan-20	X	X	ABSENT	X	X	X	X
16-Jan-20	X	X	X	X	X	X	X
28-Jan-20	X	X	X	X	X	X	X
4-Feb-20	X	ABSENT	X	X	X	X	X
18-Feb-20	X	X	ABSENT	X	X	X	ABSENT

COUNCIL MEETING ATTENDANCE

DATE	Kidd	Foley	Hewitt	Jelly	Laferriere	McArthur	Whalen
27-Feb-20	X	X	X	X	X	X	X
10-Mar-20	ABSENT	X	X	ABSENT	X	X	X
16-Mar-20	X	ABSENT	ABSENT	X	X	X	X
24-Mar-20	X	X	X	X	X	X	X
7-Apr-20	X	X	X	X	X	X	X
21-Apr-20	X	X	X	X	X	X	X
4-May-20	X	X	X	X	X	X	X
5-May-20	X	X	X	X	X	X	X
19-May-20	X	X	X	X	X	X	X
2-Jun-20	X	X	X	X	X	X	X
9-Jun-20	X	X	X	X	X	X	X
16-Jun-20	X	X	X	X	X	X	X
14-Jul-20	X	X	ABSENT	X	X	X	X
20-Jul-20	X	X	ABSENT	X	X	X	X
11-Aug-20	X	ABSENT	ABSENT	X	X	X	X
1-Sep-20	X	X	X	X	X	X	ABSENT
3-Sep-20	X	X	ABSENT	X	ABSENT	X	ABSENT
15-Sep-20	X	X	X	X	X	X	X
6-Oct-20	X	X	X	X	X	X	X
20-Oct-20	X	X	X	X	X	X	X
3-Nov-20	X	X	X	X	ABSENT	X	X
17-Nov-20	X	X	X	X	X	X	X
1-Dec-20	X	X	X	X	X	X	X
8-Dec-20	X	X	X	X	X	X	X
9-Dec-20	X	X	X	X	X	X	X
15-Dec-20	X	X	ABSENT	X	ABSENT	X	X

TOTAL	64/67	57/67	48/67	64/67	60/67	66/67	60/67
MISSED	3	10	19	3	7	1	7
ATTENDANCE %	96%	85%	72%	96%	90%	99%	90%

INTERNAL COMMITTEES

[illegible]

REGIONAL COMMITTEES

Accessibility Advisory (TSAAC)			Age Friendly		Bicycle Friendly			Business Improvement Area (BIA)		Committee of Adjustment	
DATE	Kidd	McArthur	DATE	Hewitt	DATE	Kidd	Foley	DATE	Laferriere	Date	Kidd
22-May-19	X	X	14-Jan-19	X	21-Jan-19	X	X	16-Jan-19	X	30-Jan-19	X
17-Jul-19	X	X	11-Feb-19		29-Apr-19	X		6-Feb-19		27-Feb-19	X
20-Nov-19	X	X	18-Mar-19		16-Sep-19	X	X	21-Feb-19		26-Jun-19	
15-Jan-20	X	X	8-Apr-19		13-Jan-20	X		4-Apr-19	X	31-Jul-19	X
9-Dec-20	X	X	10-Jun-19		20-Apr-20	X	X	6-May-19		27-Nov-19	X
Attendance	5	5	9-Sep-19		21-Sep-20			6-Aug-19	X	15-Jul-20	X
100%	100%		21-Oct-19	X	Attendance	5	3	5-Sep-19	X	4-Aug-20	X
			18-Nov-19			83%	50%	26-Sep-19		9-Sep-20	X
			9-Dec-19					16-Oct-19	X	25-Nov-20	X
			13-Jan-20					7-Nov-19	X	Attendance	8
			10-Feb-20					15-Jan-20	X		89%
			9-Mar-20	X				19-Feb-20			
			9-Apr-20					11-Mar-20	X		
			8-Jun-20					1-Apr-20			
			6-Jul-20					29-Apr-20	X		
			28-Jul-20					27-May-20			
			14-Sep-20					17-Jun-20	X		
			13-Oct-20					22-Jul-20	X		
			16-Nov-20	X				30-Sep-20	X		
			Attendance	4				19-Oct-20	X		
			21%					16-Nov-20	X		
								Attendance	14		67%

District of Timiskaming Social Services (DTSSAB)			Doctor Recruitment		Earlton- Timiskaming Airport Authority		Emergency Management		Healthy Kids	
	Hewitt	Jelly	Date	Kidd	Date	Kidd	Date	Kidd	Date	Kidd
16-Jan-19	X	X	30-May-19	X	24-Jan-19	X	28-Mar-19	X	No Council appointee in 2019	
23-Jan-19	X	X	30-Jul-19	X	7-Mar-19	X	26-Sep-19	X		
6-Feb-19	X	X	4-Oct-19	X	21-Mar-19	X	28-Nov-19		14-Jan-20	X
20-Feb-19	X	X	26-Nov-19	X	16-May-19	X	29-Sep-20	X	11-Feb-20	X
20-Mar-19	X	X	27-Feb-20	X	18-Jul-19	X	Attendance	3	23-Sep-20	X
24-Apr-19	X	X	22-Oct-20	X	19-Sep-19	X		75%	29-Oct-20	X
22-May-19	X		Attendance	6	21-Nov-19				Attendance	4
19-Jun-19	X	X		100%	23-Jan-20	X				100%
21-Aug-19	X	X			16-Jul-20	X				
18-Sep-19	X	X			22-Oct-20	X				
16-Oct-20	X	X			12-Nov-20	X				
20-Nov-19		X			Attendance	10				
18-Dec-19	X	X				91%				
19-Feb-20		X								
29-Mar-20	X	X								
22-Apr-20	X	X								
7-May-20		X								
17-Jun-20	X	X								
8-Jul-20	X	X								
19-Aug-20	X	X								
16-Sep-20	X	X								
21-Oct-20	X	X								
18-Nov-20	X	X								
Attendance	20	22								
	87%	96%								

REGIONAL COMMITTEES

New Liskeard Non-Proft Housing		Police Services Board			Provincial Offences Act Advisory			Public Library Board			South Temiskaming Active Travel Org. (STATO)				Splash Pad			
Date	Laferriere	Date	Jelly	Whalen	Date	Jelly	Laferriere	Date	Laferriere	Whalen	Date	Jelly	Kidd	Whalen	Date	Foley	McArthur	
Jan-19		21-Jan-19	X	X	No meetings were held for this Committee in 2019 & 2020			23-Jan-19	X		No meetings were held for this Committee in 2019 & 2020				16-Jan-19	X	X	
Mar-19	X	25-Mar-19	X	X				20-Feb-19	X	X						27-Feb-19		X
Mar-19	X	13-May-19	X	X				20-Mar-19	X	X						16-Oct-19	X	
Apr-19	X	15-Jul-19	X					17-Apr-19		X						5-Dec-19	X	X
May-19	X	16-Sep-19	X	X				15-May-19	X	X						4-Mar-20		X
Jun-19	X	18-Nov-19	X	X				19-Jun-19								21-Apr-20	X	X
Sep-19	X	13-Jan-20	X	X				18-Sep-19		X						28-Apr-20		X
Sep-19	X	22-Jun-20	X	X				16-Oct-19	X	X						30-Sep-20		X
Oct-19		19-Oct-20	X	X				26-Nov-19	X							18-Nov-20	X	X
Nov-19	X	Attendance	9	8				28-Nov-19	X	X						Attendance	5	8
Jan-20	X		100%	89%			18-Dec-19		X						56%	89%		
Feb-20							19-Feb-20	X										
Mar-20							18-Mar-20	X	X									
Apr-20							15-Apr-20	X	X									
May-20	X						20-May-20	X	X									
Sep-20	X						17-Jun-20	X	X									
Oct-20	X						16-Sep-20	X	X									
Nov-20	X						21-Oct-20	X	X									
Attendance	13						18-Nov-20		X									
72%							Attendance	14	15									
								74%	79%									

Temiskaming Shores Development Corporation				Temiskmaing Mayors' Action Group (TeMag)		Temiskaming Municipal Association			Timiskaming Health Unit				Transit		
Date	Hewitt	Kidd	Whalen	Date	Kidd	Date	Kidd	Whalen	Date	Foley	McArthur	Kidd	DATE	McArthur	Hewitt
25-Mar-19	X	X	X	19-Jan-19	X	31-Jan-19	X	X	6-Mar-19	X	X	X	15-Jan-19	X	X
29-Jul-19	X	X	X	11-May-19	X	28-Mar-19		X	24-Apr-19	X	X	X	17-Apr-19	X	X
7-Oct-20			X	24-Aug-19	X	30-May-19			29-May-19	X	X	X	26-Jun-19	X	
Attendance	2	2	3	26-Oct-19	X	3-Oct-19	X		3-Jun-19	X	X	X	18-Sep-19	X	X
67%	67%	100%		8-Feb-20	X	28-Nov-19	X		20-Jun-19	X	X	X	2-Dec-19	X	X
				Attendance	5	30-Jan-20			3-Jul-19		X	X	26-Feb-20	X	
				100%		Attendance	3	2	1-Aug-19	X	X	X	29-Apr-20	X	
						50%	33%		11-Sep-19		X	X	22-May-20	X	X
									23-Oct-19	X	X	X	6-Aug-20	X	
									4-Dec-19	X	X	X	15-Oct-20	X	X
									29-Jan-20	X	X	X	25-Nov-20	X	X
									4-Mar-20	X	X	X	Attendance	11	7
									22-Apr-20	X	X	X		100%	64%
									3-Jun-20	X	X	X			
									2-Sep-20	X	X	X			
									7-Oct-20	X	X	X			
									4-Nov-20	X	X	X			
									2-Dec-20	X	X	X			
									Attendance	16	18	18			
									89%	100%	100%				

**TREASURER'S STATEMENT OF REMUNERATION - 2019
CITY OF TEMISKAMING SHORES**

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCE/ TRAVEL	TOTAL
Kidd, Carmen	Mayor	\$33,704.80	\$2,533.40	\$6,722.31	\$42,960.51
Foley, Jesse	Councillor	\$14,754.19	\$1,013.53	\$2,567.30	\$18,335.02
Hewitt, Patricia	Councillor	\$15,454.19	\$1,065.11	\$2,310.26	\$18,829.56
Jelly, Doug	Councillor	\$15,454.19	\$889.17	\$2,696.60	\$19,039.96
Laferriere, Jeff	Councillor	\$13,954.19	\$954.59	\$58.46	\$14,967.24
McArthur, Mike	Councillor	\$15,554.19	\$549.22	\$4,309.88	\$20,413.29
Whalen, Danny	Councillor	\$15,154.19	\$1,040.93	\$2,449.54	\$18,644.66
		\$124,029.94	\$8,045.95	\$21,114.35	\$153,190.24

TIMISKAMING HEALTH UNIT

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Kidd, Carman	Mayor	\$2,820.00	\$2,299.59	\$5,119.59
Foley, Jesse	Councillor	\$560.00	\$46.00	\$606.00
McArthur, Mike	Councillor	\$880.00	\$0.00	\$880.00
		\$4,260.00	\$2,345.59	\$6,605.59

**DISTRICT TIMISKAMING SOCIAL SERVICES
ADMINISTRATION BOARD**

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Jelly, Doug	Councillor	\$5,400.00	\$547.24	\$5,947.24
Hewitt, Patricia	Councillor	\$3,750.00	\$1,388.84	\$5,138.84
		\$9,150.00	\$1,936.08	\$11,086.08

POLICE SERVICES BOARD

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCES TRAVEL	TOTAL
Whalen, Danny	Councillor	\$100.00	\$6.98	\$66.23	\$173.21
Chartrand, Monique	Appointee	\$850.00	\$82.53	\$0.00	\$932.53
Twarowski, Tyler	Appointee	\$850.00	\$82.53	\$0.00	\$932.53
Shepherdson, Ruth	Appointee	\$1,700.00	\$92.10	\$1,120.66	\$2,912.76
Jelly, Doug	Councillor	\$1,700.00	\$83.67	\$1,671.10	\$3,454.77
		\$5,200.00	\$347.81	\$2,857.99	\$8,405.80

OTHER BOARDS

NAME	Board	REMUNERATION	EXPENSES	TOTAL
Whalen, Danny	FONOM	\$7,209.00	\$15,239.75	\$22,448.75
Whalen, Danny	AMO	\$0.00	\$0.00	\$0.00

Date: March 4, 2020

Signature: Laura-Lee MacLeod
Laura-Lee MacLeod
Treasurer

Subject: Health and Safety Policy and Program

Report No.: CS-001-2021

Agenda Date: January 5, 2021

Attachments

Appendix 01: 2021 Health and Safety Policy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-001-2021; and
2. That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act; and
3. That Council acknowledges that the Joint Health and Safety Committees will continue to operate under the requirements of the Occupational Health and Safety Act.

Background

In accordance with the Occupational Health and Safety Act, an employer must prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy. The policy and program must be posted in the workplace.

Analysis

The City of Temiskaming Shores' Health and Safety Policy and Program were last reviewed by Council in February, 2020. In order for the Municipality to remain in compliance with the Occupational Health and Safety Act, the Policy and Program must be reviewed and adopted at least annually. The Health and Safety Policy and Program has also been circulated to the Joint Health and Safety Committees.

The Health and Safety Policy and Program of the Joint Health and Safety Committee is attached as Appendix 1. The City will continue to operate with multiple committees and under the requirements of the Occupational Health and Safety Act.

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 ☒

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycck
Director of Corporate Services

Christopher W. Oslund
City Manager



Health and Safety Policy

The Council of The City of Temiskaming Shores is committed to protecting its employees, property and general public from harm and loss in the workplace. And while this policy statement is a requirement of the Occupational Health and Safety Act it does not lessen their commitment and dedication to a safe working environment.

All employees, whatever their position, are encouraged to exercise their legal responsibility to report any hazard/substandard condition immediately, so that corrective action may be taken.

Supervisors will be held accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that employees under their supervision comply with established safe work practices and procedures and receive adequate training in their specific work tasks in compliance with Health and Safety regulations.

Every worker must protect his/her own health and safety by observing safe work practices and procedures, reporting unsafe work conditions and be willing to get the training necessary to perform their duties. Workers are, by having safe work ethics, the main contributors towards their own safety and that of their fellow workers.

The Council of The City of Temiskaming Shores through the forming of a Health and Safety Committee has established health and safety policies and guidelines. Having all parties committed to health and safety is in the best interest of everyone.

Commitment to health and safety shall form an integral part of this organization from Council, City Manager and Workers through to the newly hired employee.



GUIDELINES FOR THE STRUCTURE AND FUNCTION OF THE JOINT HEALTH AND SAFETY COMMITTEES

AS AGREED UPON BETWEEN

EMPLOYER

AND

WORKER

**CITY OF TEMISKAMING SHORES
JOINT HEALTH AND SAFETY COMMITTEES
2021**

PREAMBLE

1. It is a requirement of the Occupational Health and Safety Act to establish a policy which encourages the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. Through joint education programs, joint investigations of situations and joint resolution of situations, the workplace will become safer and healthier for all employees.
3. The City of Temiskaming Shores and its employees have established Joint Health and Safety Committees under the Occupational Health and Safety Act and have reached an understanding as to the guidelines for the composition, practice and procedure thereof.
4. The parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
5. The parties hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committees and its members by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

FOR THE EMPLOYER

FOR THE WORKERS

City Manager

**Health & Safety Committee
Secretary**

1. STRUCTURE OF COMMITTEE

- 1.1 A TSJHS Committee will be formed at a workplace at which twenty or more workers are regularly employed and will consist of at least two persons where at least half the members of a committee shall be workers employed at the workplace who do not exercise managerial functions.
- 1.2 The TSJHS Committees shall endeavor to meet on a monthly basis, but not less than quarterly, as decided upon by the Committee members. The co-chairpersons may call special meetings when deemed necessary.
- 1.3 There shall be two (2) co-chairpersons, one (1) from the employer and one (1) from the workers; who shall alternate the chair at meetings.
- 1.4 A co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

2. FUNCTIONS OF JHSC

- 2.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the TSJHS Committees shall be:
 - (a) To identify, evaluate and make recommendations to resolve matters pertaining to the health and safety in the workplace to appropriate senior management.
 - (b) To encourage education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
 - (c) The TSJHS Committees will address matters related to Designated Substance Regulations and WHMIS where applicable.
 - (d) To deal with any health and safety matter that the TSJHS Committees deem appropriate.

Inspections

- 2.2 A minimum of two (2) employees, at least one being certified, as appointed by the TSJHS Committees, shall perform workplace inspections.
- 2.3 All health and safety concerns raised during the physical inspection will be recorded and prioritized on workplace inspection forms.

- 2.4 Workplace and follow-up inspections upon completion shall be distributed to the appropriate Division Head, for his/her review and comment, to the TSJHS Committees and to the City Manager within two (2) days. The appropriate Division Head will inform the TSJHS Committees of the status of the outstanding items by the next TSJHS Committees meeting.

Recommendations of the JHSC

- 2.5 The employer or his designate shall respond within twenty-one (21) days with regard to written or minuted TSJHS Committees recommendations. The written response shall indicate the employer's assessment of the TSJHS Committees recommendation and specify what action will, or will not (with explanations) be taken. Any proposed action by the employer shall include details of who will be responsible for such action and a proposed time frame.

Accidents and Accompaniment

- 2.6 The TSJHS Committees will designate two (2) members; at least one (1) being certified, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in the O.H.S.A. are met.
- 2.7 The TSJHS Committees will designate two (2) members; at least one (1) being certified, to investigate work refusals, the City Manager and the Ministry of Labour will be informed in writing, the name(s) of the worker(s) so designated.
- 2.8 A TSJHS Committees member who represents workers shall be consulted concerning proposed workplace testing strategies related to industrial hygiene. A member of the TSJHS Committees shall be entitled to be present during such testing.

3. MINUTES OF MEETINGS

- 3.1 The TSJHS Committees will designate a secretary for the meetings, to take minutes and be responsible for having the minutes typed, circulated and filed within one (1) calendar week of the meeting, or as the TSJHS Committees may from time to time instruct. Minutes of the meeting will be reviewed and edited where necessary, by the co-chairpersons, then signed and circulated to all TSJHS Committees members, Department Heads and a copy forwarded to the City Manager. Agenda items will be identified by a reference number, and be readily available in a proper filing system.

4. QUORUM

- 4.1 The TSJHS Committees shall have a quorum of two (2) members present in order to conduct business. One co-chairperson must be present in order to conduct business. If a co-chairperson is absent, the other co-chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members.

5. PAYMENT FOR ATTENDANCE AT MEETINGS

- 5.1 As per the Collective Agreement between the City of Temiskaming Shores and the CUPE Local 5014.

6. MEETING AGENDA

- 6.1 The co-chairpersons will prepare an agenda and forward a copy of the agenda to all TSJHS Committees members at least two days in advance of the meeting.
- 6.2 The TSJHS Committees may accept any item as proper for discussion and resolution pertaining to health and safety. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.
- 6.3 All items are resolved or not will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting.

7. GENERAL

- 7.1 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the TSJHS Committees.
- 7.2 TSJHS Committees members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.
- 7.3 Medical or trade secret information will be kept confidential by all TSJHS Committees members.
- 7.4 Any amendments, deletions or additions to these Guidelines must have the consensus of the total TSJHS Committees and shall be set out in writing and attached as an Appendix to these Guidelines and approved by Administration and/or Municipal Council.
- 7.5 **Please Note:** These guidelines provide a framework for an effective functioning TSJHS Committees. References can be made to the

Occupational Health and Safety Act and its guidebook. Employer must prepare and review at least annually a written Occupational Health and Safety Policy, and must develop and maintain a program to implement that policy (Section 25(2)(j)). This should be accomplished in consultation with the TSJHS Committees.

Subject: Harassment and Violence in the Workplace

Report No.: CS-002-2020

Agenda Date: January 5, 2021

Attachments

Appendix 01: By-law 2010-082: Harassment in the Workplace Prevention Policy

Appendix 02: By-law 2010-068: Violence in the Workplace Prevention Policy

Appendix 03: By-law 2010-126: Harassment and Violence Prevention Program

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-002-2021; and
2. That Council confirms it has reviewed the City of Temiskaming Shores Violence in the Workplace Harassment and Violence in the Workplace Prevention Program in accordance with the Occupational Health and Safety Act.

Background

On September 21, 2010, Council passed By-law No. 2010-126 being a By-law to adopt the Harassment and Violence in the Workplace Prevention Program. In accordance with changes made to the Occupational Health and Safety Act, an employer now must review the program at least annually. The policy and program must be posted in the workplace, and refresher training provided to employees.

Analysis

In order for the Municipality to remain in compliance with the Occupational Health and Safety Act, the Policy and Program must be reviewed and adopted at least annually. The Health and Safety Policy and Program has also been circulated to the Joint Health and Safety Committees for their review.

Management will be developing refresher training to distribute to all staff early in 2021 to comply with legislation.

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 ☒

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycck
Director of Corporate Services

Christopher W. Oslund
City Manager

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2010-068

**BEING A BY-LAW TO ADOPT A VIOLENCE IN THE WORKPLACE PREVENTION
POLICY FOR THE CITY OF TEMISKAMINGS SHORES**

WHEREAS Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009 received Royal Ascent in December 2009;

AND WHEREAS the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place, no later than June 15, 2010, policies to prevent harassment and violence in the workplace;

AND WHEREAS under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace violence and shall review the policy as often as is necessary, but at least annually;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a *Violence in the Workplace Prevention Policy* to ensure compliance with the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended;

AND WHEREAS at the Committee of the Whole meeting held on May 4, 2010, Council acknowledged receipt of Report No. CS-018-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Violence in the Workplace Prevention Policy* in order to comply with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;


AND WHEREAS Council considered a Supplemental Administrative Report (CS-018-01-2010) at a Special Committee-of-the-Whole meeting held on June 18, 2010 and adopted the recommendation contained in the said report;

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

1. That the ***Violence in the Workplace Prevention Policy*** identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted; 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 15th day of June, 2010.



MAYOR



CLERK



**SCHEDULE "A" TO
BY-LAW NO. 2010-068**

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

**ADOPTED BY COUNCIL
June 15, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

TABLE OF CONTENTS

- 1. Policy Statement and Purpose**
- 2. Scope**
- 3. Definitions**
- 4. Responsibilities**
- 5. Violent Workplace Behaviours**
- 6. Compliance**
- 7. Reprisal**
- 8. Confidentiality**

1.0 POLICY STATEMENT AND PURPOSE

The City of Temiskaming Shores is committed to providing a respectful, supportive, healthy, safe, accessible and inclusive work environment for all employees, who are entitled to work in an environment free from violence, threats of violence, intimidation and other disruptive behaviour. The City is also committed to providing a safe and respectful environment for all those who enter its facilities and access its services.

This policy defines Violence in the Workplace, and identifies the rights and responsibilities of employees and management. It establishes expectations about appropriate behaviour and clarifies the City's commitment to addressing inappropriate behaviour.

The City prohibits violence in the workplace, or at any work related and/or staff function, or in any other work-related circumstances. The City will be proactive in working with its employees to prevent violence in the workplace.

The intention of this policy is to prevent violence from taking place, and where necessary to act upon incidents of violent behaviour promptly, fairly, and judiciously. The most effective element in preventing violence in the workplace is education. The City will provide education, information and promote awareness of violence issues to foster a safe, secure and respectful workplace.

The City of Temiskaming Shores has also implemented policies on Harassment and Discrimination. Those policies may provide means for addressing concerns which do not fall within the provisions of the Violence in the Workplace Policy.

2.0 SCOPE

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary, probationary and contract employees and to students and volunteers.

Members of the general public, visitors to City facilities, individuals conducting business with the City of Temiskaming Shores and employees of contractors or other organizations providing services to the City are expected to refrain from violence towards employees. Should such violence occur, the City will take all available steps to ensure a workplace free from violence.

3.0 DEFINITIONS

Assault: Any willful attempt or threat to inflict injury upon another person, when coupled with an apparent ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.

Bullying: The misuse of power or position to persistently criticize and condemn; to openly humiliate and undermine an individual's ability. The bullying attacks on a person may be sudden, irrational and unpredictable.

Weapon: Anything used, or designed to be used, in destroying, defeating, threatening or injuring a person.

Workplace Violence:

- a) The exercise of physical force by a person against a worker in the workplace that causes or could cause physical injury to the worker;
- b) An attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker.

Workplace: Any building or part of a building in which one or more employees work, including employee eating, changing and lounge areas, and any vehicle or conveyance, or any area including outside worksites where employees perform their duties.

4.0 RESPONSIBILITIES

Shared Responsibilities

Since all employees have the right to work in an environment free from violence, all employees share the responsibility to support a violence free workplace.

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

- Providing a workplace free from all forms of violence, threats of violence, intimidation and other disruptive behaviour.
- Providing violence awareness education and information to employees, including training in conflict resolution and violence prevention for managers and supervisors where appropriate.
- Creating an environment that encourages victims of violence and witnesses to report all incidents of violence.

Human Resources Responsibilities:

- Develop and maintain program (procedures) to implement policy.
- Provide assistance and support for management and staff as required.
- Coordinate the investigation of complaints filed under this policy.

Management Responsibilities

Management staff are expected to provide employees with a safe work environment, free from violence, threats of violence, intimidation and other disruptive behaviour. They must ensure that violence is not tolerated, ignored or condoned.

Management staff are responsible for not only their own actions, but also for dealing with the actions of staff under their supervision. The following are steps which management staff will undertake to prevent violence in the workplace and to address violent behaviour:

- If violence occurs or if management staff becomes aware of violence in the workplace, or the threat of violence, action must be taken in accordance with this policy. Management staff must approach an employee if violence or the threat of violence is suspected because some employees may be embarrassed or reluctant to report a violent incident, or threat of violence. In some circumstances, it may be necessary for management staff to report incidents of violence if the employee who is the victim of violence is reluctant, too frightened or otherwise unable to do so. Management staff who do not take corrective action may be subject to disciplinary action.
- Discipline those employees found to have violated this policy.
- Depending on the nature of the violent incident, management staff may advise those involved of their option to contact the Police, or alternatively, may decide the situation warrants them to call the Police directly.
- In consultation with the Human Resources Department, provide employees who have been subjected to workplace violence and their co-workers who witnessed the incident with appropriate supports.

Employee Responsibilities

Employees share the responsibility to ensure that their work environment is free from violence, threats of violence, intimidation and other disruptive behaviour.

Employees must not threaten violence or engage in any violent behaviour in the workplace, at any work related functions, or in any other work related circumstances. This includes but is not limited to:

- Engaging in or threatening violence and/or using any City resources such as workplace phones, fax machines, mail or email to perpetrate or threaten violence.
- Engaging in violence or threatening violence which has arisen out of a workplace incident or relationship while away from the workplace.

Employees must report any incidents of violence or threatened violence in the workplace, to supervisors or managers, or directly to the Human Resources Department. If a criminal act, or suspected criminal act has occurred, employees are to report the incident to the Police and shall notify the Human Resources Department.

Employees are expected to co-operate fully in any investigation of a violent incident.

Employees are expected to treat all other employees and members of the public with respect and dignity.

5.0 VIOLENT WORKPLACE BEHAVIOURS

Workplace violence may be physical or psychological in nature. Examples of violent workplace behaviours may include but are not limited to the following:

- Assault or Battery (with or without a weapon) including shoving, hitting, pushing or kicking
- Behaviour intended to intimidate, such as vandalism, arson, sabotage, or throwing objects
- Displays of any kind of weapon
- Verbal or written threats
- Threatening messages transmitted through third parties
- Intimidation and bullying
- Joking which harasses or intimidates

6.0 COMPLIANCE

The Corporation of the City of Temiskaming Shores does not tolerate violence in any form. Violence is a serious matter and should be treated as such. Any employee who is found to have violated this *Violence in the Workplace Prevention Policy* may be disciplined according to the severity of the actions, up to and including dismissal.

7.0 REPRISAL

Any form of retaliation against employees exercising their rights under this policy will be considered a serious violation of this policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including dismissal.

8.0 CONFIDENTIALITY

The City of Temiskaming Shores will make every effort to ensure appropriate confidentiality where an incidence of violence has occurred.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2010-082
BEING A BY-LAW TO ADOPT A HARASSMENT IN THE WORKPLACE
PREVENTION POLICY FOR THE CITY OF TEMISKAMINGS SHORES

WHEREAS Bill 168, *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* received Royal Ascent in December 2009;

AND WHEREAS the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place, no later than June 15, 2010, policies to prevent harassment and violence in the workplace;

AND WHEREAS under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace harassment and review the policy as often as is necessary, but at least annually;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores has adopted By-law 2005-025, being a by-law to adopt a *Harassment Policy*, at its Regular Meeting held on March 25, 2005;

AND WHEREAS By-law 2005-025 must be updated in order to meet the requirements of the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a *Harassment in the Workplace Prevention Policy* to ensure compliance with the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended;

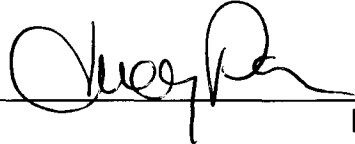
AND WHEREAS at the Committee-of-the-Whole meeting held on May 4, 2010, Council reviewed Administrative Report CS-018-2010 and adopted a recommendation directing staff to review By-law No. 2005-025 and recommend any required changes in order to become compliant with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

AND WHEREAS Council considered a Supplemental Administrative Report (CS-018-01-2010) at a Special Committee-of-the-Whole meeting held on June 18, 2010 and adopted the recommendation contained in the said report;


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

1. That the ***Harassment in the Workplace Prevention Policy*** identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted;
2. That By-law No. 2005-025 is hereby repealed; and
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 15th day of June, 2010.



MAYOR



CLERK



**SCHEDULE "A" TO
BY-LAW NO. 2010-082**

HARASSMENT IN THE WORKPLACE PREVENTION POLICY

**ADOPTED BY COUNCIL
June 15, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT IN THE WORKPLACE PREVENTION POLICY

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- 5. Discriminatory or Harassing Behaviours**
- 6. Compliance**
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- 8. Confidentiality**

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT IN THE WORKPLACE PREVENTIONS POLICY

1.0 POLICY STATEMENT AND PURPOSE

Employees of The Corporation of the City of Temiskaming Shores, hereinafter called the "Employees" have a statutory right to work in an environment free from harassment. As an Employer, The Corporation of the City of Temiskaming Shores, hereinafter called the "Corporation" does not tolerate harassment in any form. In this diverse and equitable workplace, all employees will have the opportunity to contribute fully to the City of Temiskaming Shores' mission, vision, values and each employee's unique contribution will be respected.

The Corporation's objective, in adopting this policy, is to foster a climate of understanding and mutual respect for the dignity and worth of each individual.

2.0 SCOPE

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary, probationary and contract employees and to students and volunteers.

Members of the general public, visitors to City facilities, individuals conducting business with the City of Temiskaming Shores and employees of contractors or other organizations providing services to the City are expected to refrain from harassment towards employees. Should such harassment occur, the City will take all available steps to ensure a workplace free from harassment.

3.0 DEFINITIONS

Abuse of Authority: An individual's improper use of power and authority inherent in the position held, to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of the employee, or in any way interfere with or influence the career of such person. It includes such acts or misuse of power as intimidation, threats or coercion. Abuse of Authority must be linked to prohibited grounds as identified in the Ontario Human Rights Code to fall under this policy.

Complainant: Any party who makes a complaint.

Discrimination: Discrimination means differential treatment of an individual or group of individuals which is based, in whole or in part, on one or more of the prohibited grounds of discrimination and which thus has an adverse impact on the individual or group of individuals. Discrimination may be intentional or unintentional.

Employee: All employees of the City of Temiskaming Shores union and non-union, including but not limited to, regular, temporary, probationary and contract employees and to students and volunteers.

Harassment: One or a series of vexatious comments or instances of conduct that is known or ought reasonably to be known to be unwelcome or unwanted. This conduct may be offensive, intimidating, hostile or inappropriate, based on the prohibited grounds set out in the Ontario Human Rights Code.

Harassment which occurs outside the workplace but which proves to have repercussions in the work environment, adversely affecting employee relations, may also be defined as workplace harassment.

Respondent: Any party who is the subject of a complaint (ie. a complaint is made against them).

Sexual Harassment: Unwanted or unwelcome actions or comments of a sexual or gender-related nature. Sexual harassment does not have to be sexually related. Stereotypical comments or actions about one gender or the other can be a form of sexual harassment. Sexual harassment happens most often to women, but it can also happen to men or between members of the same sex. Usually sexual harassment is a pattern of behaviour that occurs frequently over a period of time. However a single incident can be serious enough to be considered sexual harassment.

Systemic Harassment/Discrimination: Policies, practices, procedures, actions or inactions that appear neutral, but have an adverse impact associated with one or more of the provisions of the Ontario Human Rights Code.

Workplace: Any building or part of a building in which one or more employees work, including employee eating, changing and lounge areas, and any vehicle or conveyance, or any area including outside worksites where employees perform their duties.

4.0 RESPONSIBILITIES

Shared Responsibilities

All employees have the right to work in an environment free from harassment and discrimination. All employees share the responsibility to support human rights and equality.

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

- Providing a workplace free from all forms of harassment and discrimination, including sexual harassment.

- Ensuring corporate policies and procedures comply with the Ontario Human Rights Code.
- Providing Human Rights awareness education to all employees.
- Creating an environment that encourages the reporting of all incidents of harassment and discrimination.
- Providing a process to handle and investigate harassment and discrimination complaints, effectively, fairly and expeditiously.

Human Resources Responsibilities:

- Develop and maintain program (procedures) to implement policy.
- Provide assistance and support for management and staff as required.
- Coordinate the investigation of complaints filed under this policy.

Management Responsibilities

Management staff are responsible for providing a workplace free of harassment and discrimination and for intervening if harassment or discrimination occurs. They must ensure that harassment and discrimination are not tolerated, ignored or condoned.

Management staff are responsible for not only their own actions, but also for dealing with the actions of staff under their supervision. The following are actions which management staff will undertake to prevent harassment and discrimination and to address perceived harassment and discrimination, or complaints by employees that they are being discriminated against or harassed.

- Set a good example by never engaging in, tolerating or condoning harassment or discrimination.
- Make all possible efforts to protect employees from harassment and discrimination.
- If harassment or discrimination is suspected, or if an employee complains that he or she is being harassed or discriminated against, action must be taken in accordance with this policy and the associated procedures. Management staff must approach an employee if harassment or discrimination is suspected because some employees may be embarrassed and/or reluctant to complain.
- Respond immediately to any complaints. Management staff who are aware of harassment or discrimination and do not take corrective action may be subject to disciplinary action, up to and including dismissal.
- Discipline employees who violate this policy.
- Depending on the nature of the incident, management staff may advise those involved of their option to contact the Police, or alternatively, may decide the situation warrants them to call the Police directly.
- In consultation with the Human Resources Department, provide employees who have been subjected to workplace harassment and their co-workers who witnessed the incident with appropriate supports.

Employee Responsibilities:

Employees share in the responsibility to ensure that their work environment is free from harassment and discrimination.

Employees must not engage in any behaviour that is or may be perceived as harassment or discrimination. Employees are strongly encouraged to report incidents of harassment, discrimination, or retaliation to their supervisors or managers or to the Human Resources Department.

It is the responsibility of every employee to co-operate fully in any attempts to resolve a complaint and to co-operate fully in the investigation of any complaint.

5.0 DISCRIMANATORY OR HARASSING BEHAVIOURS

Discriminatory or harassing behaviour results from actions directed at specific individuals or groups, or may be actions which are not directed at a particular individual, but have created a “poisoned environment” which is hostile, intimidating or offensive.

Prohibited Grounds Contained in the Ontario Human Rights Code:

Harassment or discrimination can occur based on:

- Race
- Sex or gender
- Colour
- Disability or perceived disability
- Ancestry
- Sexual orientation
- Place of origin (where one was born)
- Age
- Ethnic origin
- Marital status
- Same sex partnership status
- Citizenship
- Family status
- Creed (religion)
- Record of offence (in employment only)
- Receipt of public assistance (in housing/accommodation only)

Example of Harassing and Discriminatory Behaviours include, but are not limited to:

- Racial or ethnic slurs
- Written or verbal abuse or threats
- Unwelcome remarks, jokes, taunts, suggestions related to a person's body, attire, age, marital status, ethnic or racial origin, religion, disabilities, sexual orientation, or any prohibited grounds
- Practical jokes which result in embarrassment or insult or negatively affect work performance

- Abuse of authority which undermines performance or threatens careers
- Vandalism of personal property
- Displays of racist or other offensive or derogatory material
- Patronizing or condescending behaviour or language which reinforces stereotypes and undermines self respect
- Accessing, displaying, transmitting or storing (including on the City's computer network) material which violates any Canadian federal or provincial law or City by-law or directive, or is harassing, discriminatory, or obscene and conducive to a poisoned work environment. (See City of Temiskaming Shores Computer Acceptable Use Policy).

Examples of Sexual Harassment Behaviours include but are not limited to:

- Unwanted touching or patting
- Sexually suggestive or obscene remarks or gestures
- Leering (suggestive staring) at a person's body
- Display of sexually offensive material
- Making sexual requests or suggestions
- Unwelcome sexual flirtations, advances, propositions
- Sexual assault
- Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature, clearly embarrassing or offensive
- Derogatory or degrading remarks directed toward members of one sex or sexual orientation
- Verbal abuse or threats of a sexual nature.

6.0 COMPLIANCE

The Corporation of the City of Temiskaming Shores does not tolerate harassment in any form. Harassment is a serious matter and should be treated as such. Any employee who is found to have violated this Harassment in the Workplace Prevention Policy may be disciplined according to the severity of the actions, up to and including dismissal.

7.0 REPRISAL

Any form of retaliation against employees exercising their rights under this policy will be considered a serious violation of this policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including dismissal.

8.0 CONFIDENTIALITY

The City of Temiskaming Shores will make every effort to ensure appropriate confidentiality where an incidence of harassment has occurred.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2010-126
BEING A BY-LAW TO ADOPT A
HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM
FOR THE CITY OF TEMISKAMING SHORES

WHEREAS Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009 received Royal Assent in December 2009;

AND WHEREAS the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place policies to prevent harassment and violence in the workplace;

AND WHEREAS under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace violence and a policy with respect to workplace harassment and shall review the policies as often as is necessary, but at least annually;

AND WHEREAS at its Regular meeting held on June 15, 2010, the Council of The Corporation of the City of Temiskaming Shores adopted By-laws 2010-068 and 2010-082, policies with respect to workplace violence and workplace harassment;

AND WHEREAS under Section 32.0.2 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall develop and maintain a program to implement the policy with respect to workplace violence required under clause 32.0.1 (1) (a);

AND WHEREAS under Section 32.0.6 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall develop and maintain a program to implement the policy with respect to workplace harassment required under clause 32.0.1 (1) (b);

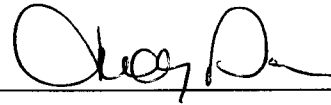
AND WHEREAS at the Committee of the Whole meeting held on September 7, 2010, Council acknowledged receipt of Report No. CS-036-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Harassment and Violence in the Workplace Prevention Program* in order to comply with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* in support of By-laws 2010-068 and 2010-082, for Council's consideration.

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

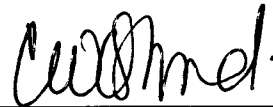
1. That the *Harassment and Violence in the Workplace Prevention Program* identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted; and

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 21st day of September, 2010.



MAYOR



CLERK



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**SCHEDULE "A" TO
BY-LAW NO. 2010-126**

Harassment and Violence in the Workplace Prevention Program

**ADOPTED BY COUNCIL
on September 21, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM

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1.0 PURPOSE

This Harassment and/or Violence in the Workplace Procedure supports the City of Temiskaming Shores' Harassment and Violence in the Workplace Prevention Policies by outlining specific preventive actions to discourage and prevent acts of harassment and/or violence in the workplace before they occur. The procedure further outlines corrective measures to take in the event acts of harassment and/or violence occur in spite of all reasonable efforts to prevent them and the measures that can be taken to support employees who are affected by such harassment and/or violence.

The City of Temiskaming Shores is committed to providing a safe and healthy work environment.

2.0 RESPONSIBILITY:

Everyone is responsible for creating and maintaining a safe workplace to the extent of each person's authority and ability to do so. It is the responsibility of every City of Temiskaming Shores' employee to assist and cooperate in making the workplace as safe and secure as possible.

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary and contract employees, students and volunteers.

Members of the general public, visitors to City facilities, or individuals conducting business with the City of Temiskaming Shores, are expected to refrain from any form of harassment and/or violence. The City will take any necessary steps to ensure a workplace free from harassment and violence.

Since all employees have the right to work in an environment free from harassment and violence, all employees share the responsibility to support a harassment and violence free workplace.

3.0 SPECIFIC RESPONSIBILITIES:

A) Human Resources Department:

- Will actively monitor industry standards and available current information on "Harassment and Violence in the Workplace Prevention" issues and provide information to and consult with department management to allow for the most effective implementation of Harassment and Violence in the Workplace Prevention policies.
- Will participate in the investigation of reported harassment and violence related incidents in the workplace and will assist department management and Joint Health and Safety Committees in implementing proper programs/controls in response to such incidents.
- Will review, analyze and track all reported incidents of harassment and violence in City of Temiskaming Shores facilities and operational activities.

- Will review and provide input on all work practices, operational controls and training programs as may be developed by departments to address specific department needs.

B) Departments:

- Departments are responsible for implementing this procedure and for establishing specific program controls to prevent incidents of harassment and violence in their workplaces. All harassment and violence prevention controls must be developed in consultation with the respective Joint Health and Safety Committees.
- Each Department will be required to facilitate the implementation and continued visibility of the Harassment and Violence in the Workplace Prevention Policies and Procedures.

4.0 MANDATORY PROGRAM COMPONENTS:

In developing work practices, operational procedures and staff training programs to prevent workplace harassment and violence, specific circumstances appropriate to each Department's operation must be considered. Such planning and strategizing will be conducted on City workplaces and will include consultation with workplace stakeholders.

When implementing this procedure the following four components must be included, as a minimum:

A) Violence Hazard Assessment:

The potential risk of harassment and violence in particular workplaces must be assessed. Each Department shall arrange for a hazard assessment to be conducted at each work location, in consultation with the appropriate Joint Health and Safety Committee.

As part of such assessments, all employees at the work location will be afforded the opportunity to voluntarily participate in a Hazard Assessment Questionnaire (**attached as Appendix A**). The Hazard Assessment Questionnaire will be completed in a suitable manner determined by the department management. Furthermore, Management, in consultation with the Joint Health and Safety Committee, may modify the questionnaire for the specific work location, to properly reflect the specific hazards identified.

B) Signs and Notices:

Each Department will ensure that appropriate signs, (**attached as Appendix B**), indicating the City of Temiskaming Shores does not tolerate any acts of harassment and/or violence in the workplace, are posted in conspicuous areas throughout the Department.

C) Emergency Plans:

Departments are responsible for developing and implementing departmental Emergency Plans to address issues involving severe acts of harassment and violence.

The plan shall be updated and reviewed with workers annually, particularly if there is turnover among employees or a change to the facility or a work process.

For information on the required contents of an "emergency action plan" please see list (**attached as Appendix C**).

D) Information/Training:

Training is a critical component of any harassment and violence prevention strategy. Training is necessary for employees, supervisors, and staff members at any work location where responding to an incident of workplace harassment or violence may occur. Providing appropriate training informs employees that management will take threats seriously, encourages employees to report incidents, and demonstrates management's commitment to deal with reported incidents.

5.0 PROCEDURE FOR REPORTING AND INVESTIGATING ACTUAL OR POTENTIAL INCIDENTS OF WORKPLACE VIOLENCE:

All reports of incidents or potential incidents of harassment or violence will be taken seriously and will be dealt with by the immediate supervisor in an appropriate and timely fashion.

Reporting Emergencies: (Immediate danger; weapons involvement; physical injury related to violent behaviour; and obvious signs of abusive threatening behaviour)

For threats of violence, assaults or other violent incidents the supervisor must be contacted immediately, if possible, and if necessary the Police.

After request for Police involvement and proper control of the emergency the event particulars shall be recorded by the supervisor on the "Municipal Report of Incident or Injury" form, (**attached as Appendix D**).

Reporting Non-Emergencies: (Verbal threats; actions and/or activities that may in the future lead to activities that may result in an emergency)

Employees are encouraged to report threatening statements or behaviour that gives one reasonable grounds to believe that there is a potential for workplace violence immediately to the immediate supervisor, who will determine the appropriate response. Such reports may assist in identifying patterns of potential violence and may assist in the prevention of emergency situations in the future.

The immediate supervisor, once made aware of such allegations, may contact the Human Resources Department for advice and direction as may be necessary.

Workplace harassment and/or violence may extend off City property and may occur outside of normal working hours. Therefore this procedure will apply for any of the above listed behaviours that are determined through investigation to stem from, or are related to or can be linked back to the individuals' employment with the City.

Detailed Investigation:

The supervisor, in consultation with the Human Resources Department may initiate a detailed, formal investigation consulting with other workplace stakeholders, as necessary, and initiate appropriate corrective action as may be determined through the investigation.

A report will be filed using the "Municipal Report of Incident or Injury" form and the "Violent Incident Investigation Checklist" form (**attached as Appendix D and E**).

During investigations fairness, impartiality, privacy and confidentiality issues as well as legislative requirements will be a primary consideration.

Support Services/Medical Assistance:

In the event of an incident of workplace violence resulting in physical injury, access to appropriate first aid or medical aid will be provided by the employee's Supervisor, as required under the WSIB Act. Ambulance or Police may be contacted depending on the severity of the injury.

Once the injured employee has received the required care, the Supervisor will complete the "Municipal Report of Incident or Injury" form, as in any other incident involving workplace injury (**attached as Appendix D**), to ensure proper adjudication of the workplace injury by the WSIB.

6.0 INSTRUCTION TO EMPLOYEES:

All employees of the City of Temiskaming Shores are encouraged to report any legitimate intimidation, threats or acts of violence. Employees should be confident that issues reported to their immediate Supervisor will be treated with sensitivity, fairness and impartiality, while maintaining privacy and confidentiality considerations at all times.

This procedure will be communicated to all workers through Memos to Supervisors, will be reviewed with Staff annually and shall be clearly referenced on all violence related notices/signs that are posted.

Each Department is required to conduct a review of their "department violence in the workplace prevention procedure" annually, in consultation with the Joint Occupational Health and Safety Committee, and to revise it as necessary.

Questions or concerns regarding the department procedure may be directed to the immediate supervisor or the Human Resources Department.

7.0 INSTRUCTION TO SUPERVISORS:

Any supervisor, who receives a report of a violation or alleged violation of this procedure, shall evaluate the suspected violation and shall consult with the Human Resources Department.

Supervisors shall respond to any emergency situations related to violence in the workplace by contacting 911 and activating the department emergency response plan as may be necessary.

Supervisors shall deal with all such issues brought to their attention with sensitivity, fairness, and impartiality. Privacy and confidentiality considerations shall be applied at all times when dealing with such issues.

NOTE:

Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the City of Temiskaming Shores disciplinary policy and will be based on the merits of the specific case.



Appendix: A

Workplace Hazard Assessment Form

This form is designed to help management, workers and members of Joint Health and Safety Committees carry out an assessment of the potential risks of violence associated with the activities carried out in their Departments and to respond accordingly to any identified risks. Completion of this form supports the City of Temiskaming Shores' effort to implement the Violence in the Workplace Prevention Procedure.

Name: _____

Title: _____

Department: _____

Date: _____

Part 1:

Describe your department and types of activities performed by employees.

Action to be taken:

Part 2:

Have there been incidents when employees in your department have experienced verbal abuse? Please describe.

Action to be taken:

Part 3:

Do employees in your department work with money or other valuables? Please describe.

Action to be taken:

Do employees in your department work with people who regularly "act out"? Please describe.

Action to be taken:

Do employees in your department monitor or regulate the activity of others or carry out processes or make decisions which adversely affect others? Please describe.

Action to be taken:

Do employees in your department work with projects that may elicit a negative or confrontational response? Please describe.

Action to be taken:

Part 4:

Does any employee in your department work alone during normal working hours? Please describe.

Action to be taken:

Does any employee within your department work alone after normal working hours? Please describe.

Action to be taken:

Please describe any precautions already taken to safeguard members at your work location who work alone.

Part 5:

Please describe other factors at your work location or in your work activities which you feel might increase the risk of violence or harassment.

Any additional comments you would like to make that which apply to your job(s) that were not covered in any of the questions above.

Appendix: B

Signs and Notices for Posting



**The City of Temiskaming Shores in
support of a safe and healthy work
environment.**

**Violence and/or Harassment will not be
tolerated at any time.**

**The City of Temiskaming Shores is
committed to maintaining a safe and
positive atmosphere at all City Facilities.**

In accordance with By-laws 2010-068 and 2010-082.



Department Emergency Action Plan Requirements

A department emergency action plan should include, as a minimum:

- Procedures for calling for help;
- Procedures for calling for medical assistance;
- Procedures for notifying the proper authorities (security personnel and the police);
- Emergency escape procedures and routes, (could be the same as Fire Emergency Evacuation Plan);
- Safe places to escape inside and outside of the facility;
- Securing the work area where the incident took place;
- Procedures for accounting for all employees if a facility is evacuated, (may be the same as Fire Emergency Evacuation Plan);
- Identifying personnel who may be called upon to perform medical or rescue duties and;
- Training and educating employees in workplace violence issues and the emergency action plan.

The emergency response plan for each department workplace must consider any additional specific issues that may exist at a specific work place but which may not be covered in the list above.

Violent Incident Investigation Checklist

Use this checklist for violent incident investigations to ensure all aspects of the incident have been reviewed. Prepare an Incident Report based on your findings.

- Names, addresses, telephone numbers of complainants, assailants and witnesses ☐
- Occupation of complainants, assailants and witnesses ☐
- Date and time of incident ☐
- Date and time of incident reported to employer ☐
- Exact location of incident ☐
- Exact location of complainants, assailants and witnesses ☐
- Activities of complainants, assailants and witnesses before, during and after the incident ☐
- Statements of witnesses and their locations ☐
- Details explanation of events in order of occurrence ☐
- Complainant's account of events ☐
- Assailant's account of events ☐
- Unusual activity that may have contributed to incident ☐
- Photographs and/or diagrams ☐

Appendix: E

MUNICIPAL REPORT OF INCIDENT/ACCIDENT/INJURY

Report No.: _____

1. Identification	Employee name (last name, first name)		Department:		Trade/Job Title:	
	Injury Sustained: <input type="checkbox"/> No Injuries <input type="checkbox"/> First Aid <input type="checkbox"/> Medical Attention <input type="checkbox"/> Fatality					
	Days Lost (if known):		Attending Physician:		Names of First Aiders:	
	Date & Time Last Worked: _____ YY-MMM-DD TIME		Date & Time Returned to Work _____ YY-MMM-DD TIME		Names of Eyewitnesses:	
	Incident Date _____ YY-MMM-DD		Incident Time _____ : _____ circle am pm		Was the person working overtime <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Incident Type	Select <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> caught by pinned <input type="checkbox"/> chemical exposure <input type="checkbox"/> contact with sharp object <input type="checkbox"/> contact with heat source <input type="checkbox"/> contact with cold temperature <input type="checkbox"/> electricity contact </div> <div style="width: 33%;"> <input type="checkbox"/> explosion <input type="checkbox"/> falling/flying object <input type="checkbox"/> fall (fall height: _____ feet) <input type="checkbox"/> fire exposure <input type="checkbox"/> impact/struck by _____ <input type="checkbox"/> motorized vehicle incident </div> <div style="width: 33%;"> <input type="checkbox"/> near miss <input type="checkbox"/> physical strain/exertion <input type="checkbox"/> radiation exposure <input type="checkbox"/> slip/trip <input type="checkbox"/> water related incident <input type="checkbox"/> other: _____ </div> </div>					
3. Incident Description	Describe the sequence of events leading to the incident and any injuries that resulted (include the task being performed and the employee's activities as well as any dimensions, weight, etc.)					
	Describe any action taken as a result of the incident.					
	Parts of the body injured (eg. Left arm, lower back, right elbow, head, etc.)					
	What was the nature of the injury? (eg. Bruise, broken bone, strain/sprain, burn, etc.)					

4. Activities	<p>What was the person doing at the time (select a maximum of 3)</p> <div> <input type="checkbox"/> body movement/posture <input type="checkbox"/> office work <input type="checkbox"/> working in/under water </div> <div> <input type="checkbox"/> driving <input type="checkbox"/> operating equipment <input type="checkbox"/> working with/near electricity </div> <div> <input type="checkbox"/> handling chemicals <input type="checkbox"/> repetitive activity <input type="checkbox"/> other: _____ </div> <div> <input type="checkbox"/> manual material handling <input type="checkbox"/> working at height </div>
5. Location	<p>Incident location (for example: unit #, building, area, rural route, lot, concession number, construction site, etc.)</p>
6. People	<p>Select a maximum of 5 factors that may have contributed to the incident (if any)</p> <div> <input type="checkbox"/> health/pre-existing condition <input type="checkbox"/> lack of skills/training <input type="checkbox"/> unsafe behaviour </div> <div> <input type="checkbox"/> inattention <input type="checkbox"/> misjudgment <input type="checkbox"/> unsuitable clothing </div> <div> <input type="checkbox"/> lack of experience/knowledge <input type="checkbox"/> overexertion <input type="checkbox"/> other: _____ </div>
7. Procedures	<p>Select a maximum of 5 factors that may have contributed to the incident (if any)</p> <div> <input type="checkbox"/> hazard not identified <input type="checkbox"/> procedures not available <input type="checkbox"/> verbal instructions only </div> <div> <input type="checkbox"/> incorrect procedures used <input type="checkbox"/> procedures not clear </div> <div> <input type="checkbox"/> job planning not sufficient <input type="checkbox"/> procedures not sufficient <input type="checkbox"/> other: _____ </div> <div> <input type="checkbox"/> no instructions given <input type="checkbox"/> procedures not used/followed </div>
8. Hardware	<p>Select a maximum of 5 factors that may have contributed to the incident (if any)</p> <div> <input type="checkbox"/> equipment/tool defective <input type="checkbox"/> inadequate PPE <input type="checkbox"/> physical barrier not used </div> <div> <input type="checkbox"/> equipment/tool failure <input type="checkbox"/> incorrect PPE <input type="checkbox"/> physical barrier unavailable </div> <div> <input type="checkbox"/> equipment/tool inadequate <input type="checkbox"/> PPE not used <input type="checkbox"/> poor location/orientation </div> <div> <input type="checkbox"/> equipment/tool incorrect <input type="checkbox"/> PPE not available <input type="checkbox"/> poor PPE design </div> <div> <input type="checkbox"/> equipment/tool unavailable <input type="checkbox"/> physical barrier failure <input type="checkbox"/> other: _____ </div> <div> <input type="checkbox"/> failure of PPE <input type="checkbox"/> physical barrier inadequate </div> <div> <input type="checkbox"/> inadequate design <input type="checkbox"/> physical barrier incorrect </div>
9. Physical Environment	<p>Select a maximum of 5 factors that may have contributed to the incident (if any)</p> <div> <input type="checkbox"/> animals, insects, plants <input type="checkbox"/> inaccessible/awkward location <input type="checkbox"/> structural failure </div> <div> <input type="checkbox"/> cold environment <input type="checkbox"/> inadequate lighting <input type="checkbox"/> uneven surfaces </div> <div> <input type="checkbox"/> confined space <input type="checkbox"/> inadequate ventilation <input type="checkbox"/> windy conditions </div> <div> <input type="checkbox"/> dark, night conditions <input type="checkbox"/> inadequate visibility <input type="checkbox"/> workers at height </div> <div> <input type="checkbox"/> dusty environment <input type="checkbox"/> rainy conditions <input type="checkbox"/> workers overhead </div> <div> <input type="checkbox"/> energized equipment <input type="checkbox"/> sharp objects <input type="checkbox"/> other: _____ </div> <div> <input type="checkbox"/> erosion, corrosion <input type="checkbox"/> slippery surface </div> <div> <input type="checkbox"/> hot environment <input type="checkbox"/> snow/ice </div>
10. Root Cause	<p>Select at least one root cause.</p> <div> <input type="checkbox"/> communication <input type="checkbox"/> personnel performance <input type="checkbox"/> training </div> <div> <input type="checkbox"/> housekeeping <input type="checkbox"/> policies and procedures <input type="checkbox"/> task design </div> <div> <input type="checkbox"/> job planning <input type="checkbox"/> responsibilities <input type="checkbox"/> workplace layout </div> <div> <input type="checkbox"/> maintenance <input type="checkbox"/> supervision <input type="checkbox"/> other: _____ </div>
11. Energies	<p>Select the energies present.</p> <div> <input type="checkbox"/> biological <input type="checkbox"/> gravity <input type="checkbox"/> noise </div> <div> <input type="checkbox"/> body mechanics <input type="checkbox"/> lights <input type="checkbox"/> non-ionizing radiation </div> <div> <input type="checkbox"/> chemical <input type="checkbox"/> ionizing radiation <input type="checkbox"/> pressure </div> <div> <input type="checkbox"/> electrical <input type="checkbox"/> mechanical <input type="checkbox"/> thermal/heat/cold </div>
12. Activities	<p>What type of work was being performed?</p> <div> <input type="checkbox"/> emergency <input type="checkbox"/> routine <input type="checkbox"/> training </div>

13. Corrective Measures	What are the recommended corrective measures? (Select a maximum of 9) <div style="display: flex; flex-wrap: wrap; padding: 5px;"> <div style="width: 33%;"><input type="checkbox"/> communication changes</div> <div style="width: 33%;"><input type="checkbox"/> policy change</div> <div style="width: 33%;"><input type="checkbox"/> raise awareness</div> <div style="width: 33%;"><input type="checkbox"/> equipment/hardware changes</div> <div style="width: 33%;"><input type="checkbox"/> procedure changes</div> <div style="width: 33%;"><input type="checkbox"/> responsibility changes</div> <div style="width: 33%;"><input type="checkbox"/> PPE changes</div> <div style="width: 33%;"><input type="checkbox"/> safety program changes</div> <div style="width: 33%;"><input type="checkbox"/> workplace changes</div> <div style="width: 33%;"><input type="checkbox"/> planning/scheduling</div> <div style="width: 33%;"><input type="checkbox"/> training program changes</div> <div style="width: 33%;"><input type="checkbox"/> other: _____</div> </div>				
14. Review	Distribution				
	Prepared by:	Date prepared:	Title:	Location:	Employee's signature
	Supervisor:	Date Reviewed (yy/mm/dd)	Comments: <div style="margin-top: 10px;"> <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee </div>		
	Department Director:	Date Reviewed (yy/mm/dd)			
	JHSC Contact:	Date Reviewed (yy/mm/dd)			

List of Contacts

Emergency Phone Numbers

Please fill in the "Emergency Phone Numbers" appropriate for your building. Copy this box and tape on your desk by your phone or somewhere else close to your phone for handy reference.

(Copies of this card also can be made.)

Police Emergency, Fire Department, Ambulance : 911

Immediate Supervisor: _____

City Manager: _____

Human Resource Department: _____

Joint Health and Safety Committee Member: _____

Subject: ICON Funding for Dymond Industrial Park

Report No.: CS-003-2021

Agenda Date: January 5, 2021

Attachments

Appendix 1: ICON Webinar Presentation – December 2020

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2021; and
2. That Council supports an application to the ICON Program in partnership with Eastlink Communications to service the Dymond Industrial Park with high-speed broadband service.

Background

City staff attended a webinar presentation with Provincial government staff from the Improving Connectivity for Ontario (ICON) Program in early December. The program has been implemented to increase broadband and cellular access for households and businesses in areas of need.

Analysis

Following the presentation, staff reached out to local Telecom Service Providers (TSPs) to ask if any of them would be interested in partnering with the City to apply to the program to upgrade services in or around our community. The program requires that the community partner with a TSP who has at least 3 years operational knowledge of the systems in the area.

One service provider responded to the email stating they would be interested in having discussions about the potential to expand their network in the community. Eastlink Communications which have an office located in Sudbury discussed with City staff the potential sites in the community that may be of interest to their company.

Although the primary interest of the program is to further expand the residential broadband access in the community, Eastlink advised that their cable network covered the entire urban portion of the municipality and it would not be financially feasible for them to expand their service outside the urban area. They suggested that programs such as Starlink Satellite service would be more suited and feasible to service rural areas of the municipality than cable services as the installation costs are too high.

Eastlink is however interested in partnering with the City to extend services to some portions of the community for business services. The site that they are most interested in at this time is the Dymond Industrial Park as there are currently sufficient businesses open within the park to make the investment almost justifiable if all of the businesses sign up for high-speed broadband. Eastlink realizes it is not likely that all of the clients serviced will sign up for the enhanced service.

Since there was not sufficient return on investment previously, Eastlink had not moved forward with the installation through the park. They have received several calls this year from potential customers in that park asking for the enhanced service, therefore the need is growing, but still as of yet, there is not sufficient demand to justify the infrastructure cost.

Eastlink would be happy to partner with the City however to apply to the ICON Program for a 25% grant toward the project. If we were successful in attaining this grant, then the project would be more financially justifiable to Eastlink and they could move forward with the enhanced infrastructure within Dymond Industrial Park.

City staff are continuing to work with Eastlink to prepare the application to the ICON Program which is due by January 8, 2021.

Financial / Staffing Implications

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

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

The project will have no cost to the municipal budget. There will be some staff time required to prepare the application and some time to file the appropriate reporting to the ICON Program should the City receive the funding for the project.

Alternatives

No alternatives were considered during the preparation of this report.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original Signed by"

"Original signed by"

James Franks
Economic Development

Shelly Zubycyk
Director of Corporate Services

Christopher W. Oslund
City Manager

Ministry of Infrastructure

Improving Connectivity for Ontario (ICON) Program

December 2020

For alternate format, please contact ICONprogram@ontario.ca

Program Launch and Overview

- The Ministry of Infrastructure has launched the Improving Connectivity for Ontario (ICON) Program and the first intake is now underway.



Program Objective

- Increase broadband and cellular access for households and businesses in areas of need.



Provincial Allocation

- The Province will invest \$300 Million over four years starting in 2020/21. Program will be cost leveraged with private and other public funding (federal and/or municipal). Up to 25% of eligible project costs.



Application

- The program will include a two-stage application process; project appraisal and technical assessment.

Partnerships



- Encourages creative collaboration between communities and private sector to increase connectivity and meet unique local needs.

Key Updates to Application Guidelines

SECTION	AMENDMENT
Application Process	Updated deadline for Stage 1 Applications: January 8, 2021. Updated Project Completion date: March 31, 2024.
Eligible Applicants	Amended requirements for Evidence of Local Support: Evidence must be provided for every affected local authority and for unrecognized areas should be sought from Local Road Boards, Local Service Boards, or District Social Service Administration Boards. Removal of Letter of Intent submission requirement.
Eligible Projects	Amended requirements for backbone projects: Backbone infrastructure projects are eligible if they are required to enable last-mile direct connections to premises. Amended project requirements: All projects must meet minimum broadband speed and cellular connective at project completion date in order to be eligible.

Two Intakes

1. Intake 1: projects that are nearly ready to proceed. Partnerships in place; initial project planning already underway; local support in place.
2. Intake 2: projects that require more time to establish partnerships, undertake studies / planning, and acquire local support.

ACTIVITY	INTAKE 1	INTAKE 2
Deadline for Stage 1 applications	August 21, 2020	January 8, 2021
Stage 1 assessments complete; invite to Stage 2	September 25, 2020	Late winter 2020-21
Deadline for Stage 2 application for initial review	December 11, 2020	Late summer 2021
Deadline to complete Stage 2 clarifications	January 27, 2021	Mid-fall 2021
Stage 2 assessments complete; applicants notified and funding offers issued	Early spring 2021	Early spring 2022

Eligibility

Applicant Types

- Non-profits and for-profit entities incorporated in Canada,
- Municipal entities, and
- Band Councils.

Connectivity Types

- Broadband (minimum speeds of 50Mbps down and 10Mbps up, or 50/10)
 - Last-mile: direct connections to Point of Presence (POP)
 - Last Mile + Backbone: network connection to transport data between POPs if required for last-mile direct connections
 - Satellite: upgrades to broadband service in satellite-dependent communities
- Cellular (LTE minimum service level)
- Customer-premises equipment is not eligible.

Stage 1 Evaluation Criteria

CRITERIA	DESCRIPTION	VERIFICATION
Located in area of need	Serving areas where there are customers without 50/10 or LTE service. Application must show the project area.	Shapefile or other mapping format; image of project area.
Minimum experience in connectivity infrastructure	At least one Project Partner has 3 years experience building, owning, servicing, and/or operating connectivity infrastructure in Canada.	Complete Section H of application.
Technology meets speed / capacity targets	Minimum 50/10 broadband connectivity by Project Completion with no monthly data usage caps. Minimum LTE service for cellular projects by Project Completion.	Complete Section G of application.
Funding request does not exceed 25% of total eligible costs	Total provincial funding per project is limited to 25% of eligible costs. If the application asks for more, it will be deemed ineligible.	Complete Section E and the Estimated Budget template.
Local support for improved connectivity	Must provide evidence of local support from every affected local authority. For unrecognized areas, evidence should also be provided.	Letter, council resolution, other formal communication.

Stage 2 Quantitative Evaluation Criteria

CRITERIA	DESCRIPTION
Funding Reach	<ul style="list-style-type: none"> • For broadband, the numbers of New Connections; • For cellular, the Expanded Coverage; and • Applicants ability to leverage funding from other levels of government.
Project Design	<ul style="list-style-type: none"> • Responds to local conditions; • Capacity of proposed infrastructure to scale up for future needs; • Speed of project completion and likelihood of meeting targets; and • Capacity to manage and recover from failures and degradation.
Project Cost	<ul style="list-style-type: none"> • Community density, growth and geographic features in relation to proposed technologies and their costs; • Availability of existing telecommunications infrastructure that could provide adequate service levels; • Capital, operational and expected maintenance costs in relation to design; and • Anticipate revenues and uptake.
Project Performance	<ul style="list-style-type: none"> • For broadband, current speeds available against speeds at project completion. • For cellular, the current cellular service level against the service level at project completion.
Affordability	<ul style="list-style-type: none"> • The proposed or anticipate service costs against service costs for the same services in the nearest urban centre.

Stage 2 Strategic Evaluation Criteria

CRITERIA	DESCRIPTION
Anchor Institutions	<ul style="list-style-type: none"> The number and type of anchor institutions that will benefit from the project (schools, libraries).
Economic Impact	<ul style="list-style-type: none"> The potential economic development opportunity within the project area (jobs, connections for businesses).
First Nation Communities	<ul style="list-style-type: none"> Improved connectivity for one or more First Nation communities in Ontario.
Multiple Communities	<ul style="list-style-type: none"> Improved connectivity for two or more communities, including municipalities, First Nations and unorganized areas.

Other funding sources

Maximum Ontario contribution

- ICON funding is intended only to address capital cost barriers preventing private service providers from expanding to underserved areas.
- ICON will only provide up to 25% of total eligible costs. Applicants are encouraged to seek other sources of funding when appropriate.
- If applicant is seeking or has acquired provincial funding for the project, but the project has been deemed by the Ministry as dependent on further funding from ICON in order to proceed, the project will remain eligible under ICON if it meets all other program requirements.

Federal funding

- Applications that require more support can apply for other funding. The Ministry may provide conditional offers of funding if your application is awaiting other sources of funding.
- The Universal Broadband Fund has launched. Rapid Response applications due January 15, 2021. All other streams due February 15, 2021.

Other funding sources

- There is no minimum contribution by applicants. However, Stage 2 evaluation will ensure that ICON is only addressing capital barriers.

Design Informed by Municipal Feedback

- Through a Broadband Working Group with Association of Municipalities of Ontario - AMO, MOI incorporated the following design features:

Provide a longer intake period that allows flexibility for municipalities of varying experience levels

01

Flexible Intake Period



Available across Ontario where there is need. Any TSP can apply if it has 3+ years relevant experience / incorporated in Canada.

Confirmed Local Support



02

Accessible by all TSPs



04

Updated Mapping



Only consider projects with confirmed local support (e.g. council resolutions, or letters of support)

03

Provide more granular mapping data and allow for supplementary mapping information.

Ontario 

Contact Us

ICONprogram@ontario.ca

TRANSFER PAYMENT ONTARIO:

416-325-6691

855-216-3090

TPONCC@Ontario.ca

Memo

To: Mayor and Council
From: Mitch Lafreniere, Manager of Transportation Services
Date: January 5, 2021
Subject: Delegation of Authority to Sole Source
Attachments: N/A

Mayor and Council:

As part of the 2021 Capital budget deliberations, Council approved the small fleet purchases of 2 garbage trucks, one to be used by the Public Works department and another by the Recreation department. The total combined approved budget for these trucks is \$120,000.00 plus HST.

At the Public Works Committee meeting held on Wednesday December 16th, 2020, the following recommendation was adopted:

Recommendation PW-2020-050:
Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee hereby recommends to Council that they delegate authority to the Manager of Transportation Services to purchase two (2) used garbage trucks within the approved budget limit of \$120,000; including sole sourced options resulting from auctions or online sales.

Carried

If staff can find good pricing through an auction, or online purchase, time will be of the essence in order to get the best possible price. For this reason, staff is requesting this specific delegation of authority.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Transportation Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2021-001

**Being a by-law to authorize borrowing from time to time
to meet current Expenditures during the Fiscal Year
ending December 31, 2021**

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.

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 2021 (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 5th day of January, 2021.

Mayor – Carman Kidd

Clerk – Logan Belanger

TERMS AND CONDITIONS

CREDIT NUMBER: 01

AUTHORIZED AMOUNT: \$4,000,000

TYPE

Operating Line

PURPOSE

General operating requirements

CURRENCY

Canadian dollars

AVAILMENT

The Borrower may avail the credit by way of direct advances evidenced by Agreement re Operating Credit Line.

INTEREST RATE

The Bank's Prime Lending Rate, from time to time, minus 0.25% with interest payable monthly.

REPAYMENT

Advances are repayable on demand

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re: Operating Credit Line

CONDITIONS PRECEDENT

The following conditions are to be met to the satisfaction of the Bank and its solicitors prior to the implementation of the increase in the Operating Limit from the existing \$2,000,000 to \$4,000,000:

Listing of the Borrower's upcoming construction projects with estimated costs and expected starting dates.

Resolution authorizing the Borrower to increase borrowing by way of a limit increase to \$4,000,000 under the operating facility.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

January 1 to September 30 of each year:

Advances under the Operating credit are to be limited to 50% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council;

October 1 to December 31 of each year:

Advances under the Operating credit are to be limited to 25% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council.

CREDIT NUMBER: 02

AUTHORIZED AMOUNT: \$2,000,000

(Current balance: \$516,786)

TYPE

Equipment Financing Line – Revolving Term/Lease (Scotia Leasing)

PURPOSE

To assist with the acquisitions of new equipment

AVAILMENT

The Borrower may avail the Credit by way of direct advances evidenced by Demand Promissory Notes and/or by Lease Agreement with supporting documentation and/or Conditional Sale Contracts in form satisfactory to the Bank.

INTEREST RATEDirect Advances

The Bank's Prime Lending Rate from time to time per annum, with interest payable monthly.

The Borrower has the option to fix the interest rate for the balance of the term of the loan at any time subject to availability. Rates will be quoted upon request.

Scotia Lease/Conditional Sales ContractFloating Rate Option:

The base payment applicable to each contract will be set on the commencement date of the contract based upon the Bank's Prime Lending Rate per annum, calculated and payable monthly.

The total periodic payment will be adjusted monthly with changes in the Bank's Prime Lending Rate.

Fixed Rate Option:

The Borrower has the option to fix the payments for the balance of the term of the contract provided that the Borrower is not then in default under any credits. This option must be exercised prior to the commencement of the last third of the initial term of the contract.

Although the fixed rate will be set on the date notification is received by the Bank, the new rate will be effective on the next payment due date (provided the next payment due date is at least 10 days from receipt of the notice). A fee is payable when this option is exercised. The fixed rate will be quoted on request based on Scotia Leasing's Base Rate at the time the option to fix the rate is exercised plus 1.25% per annum, calculated and payable monthly.

FEES

Standard Documentation Fees as prescribed by Scotia Leasing, payable at the time of each Lease drawdown.

DRAWDOWN

The undrawn portion of the credit is subject to Annual Review.

Advances are to be made in minimum multiples of \$50,000.

REPAYMENT**Direct Advances**

Advances are repayable in equal monthly instalments of principal, commencing within 30 days of drawdown, with a final payment of the balance of principal and interest then outstanding due at the end of the selected term. The maximum term of each loan is 5 years and the maximum amortization is 5 years.

Scotia Lease – ABC Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term to option, the lessee shall elect one of the following options:

- A. purchase the equipment for up to a maximum of 20% of the original cost;
- B. indentify a third party acceptable to the Bank to purchase the equipment from the Bank for up to a maximum of 20% of the original cost;
- C. rent the equipment for an additional term and revised rent payment to be authorized by the Bank.

Scotia Lease – \$1 Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term, the lessee shall elect to purchase the equipment for \$1.00.

PREPAYMENT

Prepayments are to be applied against installments of principal in the inverse order of their maturities.

Direct Advances**Floating Interest Rate:**

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

Fixed Interest Rate:

Prepayment of any advance made by the Bank pursuant to this loan agreement (each an Advance”), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued

interest) in respect of the amount being prepaid (the "Prepayment Amount"), the Borrower shall pay to the Bank an amount equal to the greater of:

- (i) three months simple interest on the Prepayment Amount at the rate applicable to the relevant Advance being prepaid, and
- (ii) The Bank's Funding Loss. For the purposes hereof, "Funding Loss" means, in respect of the Advance being prepaid, any loss, cost or expense which may be incurred by the Bank by reason of the reemployment, for the Prepayment Period, of the funds acquired by the Bank to fund such Advance. "Prepayment Period" means the period commencing on, and including, the date on which the Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

Scotia Lease/Conditional Sales Contract

Leases/Conditional Sale Contracts are not cancellable, and no prepayments of principal are permitted.

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit(s):

Direct Advances

General Security Agreement supported by a Chattel Mortgage over specific equipment financed with replacement cost insurance coverage, loss, if any, payable to the Bank.

Scotia Lease

Lease Agreement(s)/Conditional Sales Contract(s) covering equipment leased.

Comprehensive General Liability insurance for a minimum of \$2 million per occurrence with the Bank recorded as an additional named insured.

All Risk Insurance covering the replacement value of the equipment with the Bank recorded as loss payee and additional named insured.

Vehicles – Collision and Comprehensive (All Perils) Liability and Damage to vehicle for \$5 million per occurrence showing the Bank as loss payee and additional named insured.

Resolution of the Council authorizing leases.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

Prior to drawdown, the Bank is to be satisfied with the quality, value and eligibility of all assets being leased or financed.

The amount of financing shall not exceed 100% of the cost of the equipment being financed exclusive of the relative taxes and the Borrower shall provide security deposits, advance rentals and/or down payments to reduce financing to this limit.

CREDIT NUMBER: 03

AUTHORIZED AMOUNT: \$750,000

TYPE

Scotia Visa Business Card - Availment, interest rate and repayment as per Cardholder Agreement.

PURPOSE

Business expenses

CURRENCY

Canadian Dollars

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Scotia Visa Business Card Agreement

GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credits:

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

GENERAL CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the following conditions will apply in respect of the Credits:

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.

The Borrower will give the Bank the opportunity to offer additional future banking and credit requirements.

For ongoing Credit Risk management purposes, all operating accounts of the Borrower shall be maintained with the Bank as long as the Borrower has any operating line facilities with the Bank.

GENERAL BORROWER REPORTING CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the Borrower will provide the Bank with the following:

Annual Audited Consolidated Financial Statements of the Borrower, within 150 days of the Borrower's fiscal year end.

Annual Budget for the ensuing year, within 150 days of fiscal year end.

Copy of current Municipal Borrowing By-Law is required in January of each year.

Copy of current Security Agreement in January of each year.

At the time of the annual review, the Municipality's Treasurer must provide the bank with the following:

- a) Details of short term borrowings from other banks and from its own Reserve funds
- b) Copy of a By-Law approving annual estimates.

Such other financial information as the Bank may reasonably require 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 pay to the Bank:

- (a) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is late in providing the Bank with financial or other information required herein;
- (b) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which loan payments of principal, interest or other amounts are past due; and
- (c) a fee of \$1,500 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is in default of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any event of default or any of the terms or conditions of the lending arrangements, security or rights arising from any default. Fees may be charged to the Borrower's deposit account when incurred.

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

(In the event of a conflict, the terms and conditions of any lease agreement and/or conditional sale contract supersede the terms and conditions in this Schedule A with regard to such leases and/or conditional sale contracts.)

1. Calculation and Payment of Interest

Interest on loans/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 calendar year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.

2. Interest on Overdue Interest

Interest on overdue interest shall be calculated at the same rate as interest on the loans/advances in respect of which interest is overdue, but shall be compounded monthly and be payable on demand, both before and after demand and judgment.

3. Indemnity Provision

If the introduction, adoption or implementation of, or any change in, or in the interpretation of, or any change in its application to the Borrower of, any law, regulation, guideline or request 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 avallment hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any avallment 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 avallment 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 "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

In the event of the Borrower becoming liable for such Increased Costs the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit 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, a Letter of Guarantee or a Bankers' Acceptance. 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.

4. Environment

The Borrower agrees:

- (a) to obey all applicable laws and requirements of any federal, provincial, or any other governmental authority relating to the environment and the operation of the business

activities of the Borrower;

- (b) to allow the Bank access at all times to the business premises of the Borrower to monitor and inspect all property and business activities of the Borrower;
- (c) to notify the Bank from time to time of any business activity conducted by the Borrower which involves the use or handling of hazardous materials or wastes or which increases the environmental liability of the Borrower in any material manner;
- (d) to notify the Bank of any proposed change in the use or occupation of the property of the Borrower prior to any change occurring;
- (e) to provide the Bank with immediate written notice of any environmental problem and any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Borrower and with any other environmental information requested by the Bank from time to time.
- (f) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if the Borrower fails to do so, the Bank may perform such activities; and
- (g) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Borrower that may be performed for or by the Bank from time to time.

If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to subsections (c), (d), or (e), 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 the Borrower or any of the property, equipment, or business activities of the Borrower 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.

If the Bank decides or is required to incur expenses in compliance or to verify the Borrower's compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which will constitute further advances by the Bank to the Borrower under this Agreement.

5. Periodic Review

The obligation of the Bank to make further advances or other accommodation available under any Credit(s) of the Borrower under which the indebtedness or liability of the Borrower is payable on demand, is subject to periodic review and to no adverse change occurring in the financial condition or the environmental condition of the Borrower or any guarantor.

6. Evidence of Indebtedness

The Bank's accounts, books and records constitute, in the absence of manifest error, conclusive evidence of the advances made under this Credit, repayments on account thereof and the indebtedness of the Borrower to the Bank.

7. Acceleration

- (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;

- (b) All indebtedness and liability 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 of Default occurs:
- (i) 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 interest, principal, fees, commissions or other amounts payable to the Bank;
 - (ii) there is a breach by the Borrower of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties;
 - (iii) any default occurs under any security listed in this Commitment Letter under the headings "Specific Security" or "General Security" or under any other credit, loan or security agreement to which the Borrower is a party;
 - (iv) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower and, if instituted against the Borrower, are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
 - (v) a receiver is appointed over any property of the Borrower or any guarantor or any judgment or order or any process of any court becomes enforceable against the Borrower or any guarantor or any property of the Borrower or any guarantor or any creditor takes possession of any property of the Borrower or any guarantor;
 - (vi) any course of action is undertaken by the Borrower or any guarantor or with respect to the Borrower or any guarantor which would result in the Borrower's or guarantor's reorganization, amalgamation or merger with another corporation or the transfer of all or substantially all of the Borrower's or any guarantor's assets;
 - (vii) any guarantee of indebtedness and liability under the Credit Line is withdrawn, determined to be invalid or otherwise rendered ineffective;
 - (viii) any adverse change occurs in the financial condition of the Borrower or any guarantor.
 - (ix) any adverse change occurs in the environmental condition of:
 - (A) the Borrower or any guarantor of the Borrower; or
 - (B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.

8. Costs

All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

9. Counterparts and Execution of Documents.

This Commitment Letter 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. Subject to applicable conditions precedent, a document will become effective when it has been executed by the Bank (if execution by the Bank is contemplated by the document) and the Bank has received counterparts of the document that, when taken together, bear the signatures of each of the other relevant parties. 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 shall be as effective 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 Commitment Letter and in otherwise dealing with the Borrower and any guarantor, 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.

10. Representation or Warranty

The Borrower and each Guarantor represents and warrants to the Bank that all financial and other information (including, without limitation, any financial forecasts) provided to the Bank in connection with the credit(s) provided pursuant to this Commitment Letter is true and accurate in all material respects and has been prepared in accordance with Canadian Generally Accepted Accounting Principles consistently applied, and acknowledges that the offer of credit contained in this Commitment Letter is made in reliance on the truth and accuracy of this information and the representation and warranties above.

Schedule “B” To By-Law No. 2021-001

**Security Agreement
Municipalities and School Boards**

To: The Bank of Nova Scotia, (the ‘Bank’)

Whereas by the passage of By-Law 2021-001 by The Corporation of the City of Temiskaming Shores on the 5th day of January, 2021 authority was given to the Treasurer together with the Mayor to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized; and

Whereas the Corporation desires to borrow the said sum or sums from the Bank.

Now It Is Hereby Agreed by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, as security for payment of the moneys so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-Law created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

In Witness Whereof the Corporation has caused this agreement to be executed by its proper officers as required by law this 5th day of January, 2021.

Witness: _____

)
) _____
) Title: Carman Kidd, Mayor
)
) _____
) Laura-Lee MacLeod, Treasurer

The Corporation of the City of Temiskaming Shores

By-law No. 2021-002

Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

Whereas Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it appropriate to provide for such interim levy on the assessment of property in the City of Temiskaming Shores.

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

1. The amount levied on a property shall not exceed the percentage prescribed by the Minister under Section Subsection 317 (3), paragraph 2 of the Act; or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for 2020.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for 2020 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2020 because assessment was added to the tax roll during 2020, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
4. An interim billing of 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for 2020 shall be imposed for all classes.
5. An interim billing of 50 per cent of the annual local improvement charges shall be imposed for all classes, where applicable.
6. The provisions of the by-law apply in the event that assessment is added for the year 2021 to the tax roll after the date this by-law is passed and an interim levy shall be imposed and collected.
7. The said interim tax levy shall become due and payable in two (2) instalments as follows:
 - a) approximately 50 percent of the interim levy shall become due and payable on the 15th day of March, 2021; and

- b) the balance of the interim levy shall become due and payable on the 17th day of May, 2021.

Non-payment of the amount on the dates stated in accordance with Section 344 shall constitute default.

- 8. On all taxes of the interim levy, which are in default on the 1st day of default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2021.
- 9. a) On all taxes of the interim tax levy in default on January 1st, 2021, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default.

b) On all other taxes in default on January 1st, 2021, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
- 10. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
- 11. The tax collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 12. This by-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and finally passed this 5th day of January, 2021.

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2021-003

**Being a by-law to authorize the entering into an Agreement
between The Corporation of the City of Temiskaming Shores
and the Management / Non-Union Employees of the
City of Temiskaming Shores**

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

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

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer, its employees;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, services, etc.
- 3) To encourage efficiency in operation; and
- 4) To promote the morale, well-being and security of all the employees; and

Whereas it is deemed desirable to enter into an Agreement with the Management/Non-Union Employees of the City of Temiskaming Shores for the period of January 1, 2021 to December 31, 2023.

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

1. That the Mayor and the Chair of Corporate Services be authorized to execute an Agreement with the Management / Non-Union employees of the City of Temiskaming Shores outlining wages and benefits for the period covering 2021-2023, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.

Read a first, second and third time and finally passed this 5th day of January, 2021.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law No. 2021-003

Agreement between

The Corporation of the City of Temiskaming Shores

And

**Management / Non-Union Employees of
the City of Temiskaming Shores**

Effective Dates:

January 1, 2021 to December 31, 2023

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Preamble

Whereas it is the desire of both parties:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and its management/non union employees.
- 2) To encourage efficiency in operation.
- 3) To promote the morale, well-being and security of all employees.

Now therefore, the Parties agree as follows:

Section 1: Scope and Recognition

This agreement shall apply to all management/non-union, permanent, full time employees of the City of Temiskaming Shores.

Section 2: Definitions

2.01 Full Time Employee

A Full-Time Employee shall be defined to mean an employee who is regularly scheduled to work thirty five (35) or forty (40) hours per week.

2.02 Continuous Employment

Means unbroken service commencing on the first day of employment as a Permanent Employee in the employ of the Employer or its predecessor municipalities.

2.03 Probationary Employees

A Probationary Employee shall be defined to mean an employee employed in the service of the Employer during the Probationary Period.

2.04 Permanent Employee

A Permanent Employee shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

Section 3: Hours of Work

3.01 Normal Hours of Work

The normal hours of work are as follows:

- (a) **Administrative Employees**

- 8:30 a.m. – 4:30 p.m. with a one (1) hour unpaid meal period, worked Monday to Friday.
- (b) **Public Works Employees**
 - 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- (c) **Recreation Employees**
 - Parks/Facilities Operations - 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
 - Programming Operations 7:30 a.m. – 4:30 p.m. with a one hour unpaid meal period worked Monday to Friday.

Section 4: Supplementary Hours of Work

4.01 Supplementary Hours Defined

Supplementary Hours shall mean all hours worked in excess of an employee's regular hours of work at the approval of the Supervisor. Supplementary hours will not include hours worked at Regular Meetings of Council or travel time.

4.02 Banking of Supplementary Hours

An employee shall be able to bank a maximum of thirty five (35) or forty (40) hours of time off in lieu, dependent upon the Employee's normal hours of work, at the rate of one (1) hour banked for each hour worked.

Taking banked in lieu time off must be approved by the Supervisor and will only be allowed when it is operationally possible. Any such banked time off in lieu must be taken by December 31st of each year it is earned.

There shall be no cash value, pay out or carry over for Supplementary Hours.

Section 5: Holidays

The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Labour Day	Good Friday

Thanksgiving Day	Boxing Day
Easter Monday	Christmas Day
Queen's Birthday	
Remembrance Day (if a regularly scheduled work day for the employee)	

Floater

All employees shall be entitled to two (2) floating days off with pay to be taken on a day mutually agreed upon between the Supervisor and the Employee.

Section 6: Vacation

6.01 Vacation Pay Year for Calculation

The “vacation pay year” shall be defined as January 1 to December 31. Vacation entitlements shall be calculated as at December 31 of each calendar year”.

6.02 Length of Vacation

Employees shall be entitled to vacation and payment for same according to the following schedule:

Less than one (1) year of service	1 day per month to a maximum of 10 days
One (1) year of service	2 weeks
Three (3) years of service	3 weeks
Five (5) years of service	4 weeks
Ten (10) years of service	5 weeks
Twenty (20) years of service	6 weeks
Twenty-five (25) years of service	6 weeks plus 1 day for each additional year over 25 up to a maximum of 5 days

6.03 No Vacation Carry Over

Employees shall not be allowed to carry over vacation time from one year to the next unless permission to do so is granted by the City Manager.

Section 7: Leave of Absence

7.01 General Leave

The City Manager may grant leave of absence for up to a maximum of six (6) months without pay or benefits to any Permanent Employee requesting such leave of absence for valid personal reasons. Subject to the applicable terms of applicable group benefit plans employees may choose to pay in advance for both the employer and employee cost for all applicable employee benefits while on such leave. Advance notice of the request shall be given with such request to be in writing and approved by the City Manager. Such general leave may be denied by the City Manager, acting reasonably, for operational or employee morale issues.

7.02 Bereavement Leave

- a) In the event of death of an employee’s current spouse (including same sex or common-law spouse), child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, then, the Employee shall be entitled to leave of absence without loss of pay for five (5) working days for the purposes of making funeral arrangements, attending the funeral or attending to related estate matters.
- b) In the event of death of an employee’s brother-in-law, or sister-in-law, aunt, uncle, niece, nephew, then, the Employee shall be entitled to leave of absence without loss of pay two (2) working days for the purposes of making funeral arrangements, attending the funeral or attending to related estate matters.
- c) Additional bereavement leave without pay may be granted by the City Manager at their sole discretion.

7.03 Medical Emergency Leave

Employees shall be allowed to utilize their accumulated sick leave to attend to the medical attention of a member of the Employee's immediate family or to attend personal medical appointments. Such leave request is to be approved by the Supervisor. Immediate family shall mean: current spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent and grandchild. Employees will provide as much notice as possible of such requests.

7.04 Jury and Witness Duty Leave

Employees subpoenaed to act as Jurors or Crown Witnesses in criminal or civil court or at a Coroner’s Inquest shall be granted a leave of absence with pay for such purpose. Any pay received from the Crown for such service shall be turned in to the Employer.

7.05 Voting Leave

The Employer will comply with applicable legislation related to afford employees the required clear time off with pay prior to the poll closing in Federal, Provincial and Municipal elections.

7.06 Pregnancy, Parental and Adoption Leave

Pregnancy leave, Parental leave and adoption leave shall be granted in accordance with the *Employment Standards Act*.

Section 8: Payment of Wages and Allowances

8.01 Increments

- a) Where there are minimum and maximum salary ranges, employees shall progress from minimum to maximum salary by annual increments as provided for in (c) below.
- b) Increments are planned for the anniversary date of when an employee entered a position.
- c) Increments are awarded on the basis of merit. The Supervisor will rate each employee on job performance prior to the anniversary date of when an employee entered a position. If a job performance rating is not conducted prior to this anniversary date then the Employee may request that the performance rating be done. Increments received shall be retroactive to the Employee’s anniversary date.

8.02 Membership – Waterfront Pool Fitness Centre

All employees, their spouses and dependents will receive a 100% discount on a full individual membership to the Waterfront Pool Fitness Centre. Membership is non-transferable and has no cash value.

8.03 Educational Allowance

The Employer shall pay the full costs of any course of instruction required by the Employer or any level of government to better qualify himself/herself to perform the Employee’s job.

Section 9: Expense and Mileage Allowances

9.01 Expense Allowance

An employee who through the performance of their duties incurs an expense shall be reimbursed as established by the Expense Allowance Policy.

Section 10: Safety Footwear and Clothing Allowances

All employees required to wear safety footwear shall be entitled to an amount of up to one hundred and sixty dollars (\$160) annually toward the purchase of safety footwear. The Employee may claim for more than one pair of boots per year providing the total does not exceed one hundred and sixty dollars (\$160) per year. The payment(s) will be made to reimburse the Employee upon production of a purchase receipt(s).

Section 11: Pension Plan (O.M.E.R.S.)

In addition to the Canada Pension Plan, all eligible employees shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the Employees shall make contributions in accordance with the provisions of the plan.

Section 12: Employee Benefits

The Employer agrees that during the term of this Agreement it will pay the portion of the premiums required for the Group Benefit Plan- Temiskaming Shores – Municipal Employees for all active Permanent Full Time Employees and their dependents as set out therein. The Employer is not the insurer. All Benefits are subject to the terms of the applicable plans. Any dispute about entitlements is between the Employee and the insurance company.

The Employer agrees that benefits during the life of the Agreement shall be unchanged.

Section 13: Employee Wages

13.01 Wages

Appendix “02” attached hereto shall form part of this Agreement.

13.02 Wage Increases in Future Contract Years

- a) Wage increases for 2021 shall be \$1,500 per year per non-union/management employee.
- b) Wage increases for 2022 shall be \$1,250 per year per non-union/management employee.
- c) Wage increases for 2023 shall be \$1,250 per year per non-union/management employee.

Section 14: Execution

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

Signed and Sealed in
the presence of

**Management / Non-Union Employees of the
City of Temiskaming Shores**

Shelly Zubycck
Management Representative

Jamie Sheppard
Management Representative

Darrell Phaneuf
Management Representative

Municipal Seal

Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

Corporate Services Chair – Jeff Laferriere

Appendix 01: Income Protection Plan

Section 1 – Definitions

That in the plan:

- a) **Council** means the council of the Corporation of the City of Temiskaming Shores, and “Municipality” means the Corporation of the City of Temiskaming Shores.
- b) **Income Protection Plan** means the combination of the Municipality’s sick leave gratuity plan for employees and the weekly indemnity income protection plan (short-term disability) and the long-term income protection plan (long term disability) as provided for by the Employer’s contract with an insurance company. The Employer is responsible for the provision of the sick leave gratuity plan and for the arrangement of a contract to provide benefits; but the final terms of the Income Protection Plan will be found in the master contract as the governing document.
- c) **Pay** means the basic hours worked per day, multiplied by the Employee’s standard rate per hour.
- d) **Day** shall mean a calendar day which includes the normal number of hours of work per day, “Work Week” shall mean the normal number of hours of work per week, “Month” shall mean a calendar month and “Year” shall mean a calendar year.
- e) **Regular attendance** means for any month the attendance of an employee at his/her duties on the days and hours for which his/her attendance is required during that month according to the terms of his/her employment.
- f) **Short Term Disability (STD)** is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending his/her regular work, and which extends for a period of not more than sixteen (16) weeks. A Medical Certificate is required by the insurer for each period of absence lasting three (3) or more days and as requested by the City Manager.
- g) **Long Term Disability (LTD)** is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending work and begins after the sixteen (16) weeks short term disability report.

Section 2 – Introduction

This Plan is designed to provide Permanent Full Time Employees within the meaning of the Agreement (“Eligible Employees”) with an indemnity against the loss of income if he/she cannot perform his/her normal duties due to a an illness or injury. This Plan is not intended to duplicate or replace any Workers’ Compensation benefits. An Eligible

Employee will be paid while he/she is disabled, until the earliest of the following dates, as applicable:

1. the date the Eligible Employee returns to work; or
2. the date the Eligible Employee exhausts his/her entitlements under applicable insured coverage.

Section 3 – Sick Leave Credit Gratuity

- 3.01 A plan of sick leave credit gratuities is hereby established for every Eligible Employee. The conduct and management of the plan shall be vested with the Human Resources Department.
- 3.02 The Director of Corporate Services shall perform all the administrative responsibilities necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any Eligible Employee.
- 3.03 The Director of Corporate Services shall provide and keep a register in which all sick leave credit and sick leave absences for every Eligible Employee shall be recorded, so that the register will show the net sick leave credit of every Eligible Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credit.

Section 4 – Provision for Sick Leave Credits

- 4.01 Each Eligible Employee shall be entitled to nine (9) sick leave credit days commencing January 1 in each calendar year.
- 4.02 Where an Eligible Employee is unable to perform his/her normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the Eligible Employee full pay for up to the first nine (9) days of absence. An Eligible Employee may utilize additional sick leave credits from the sick leave bank, accrued vacation entitlements, and any supplemental hours. For the weekly indemnity income protection plan (short term disability) the plan will pay the Eligible Employee seventy-five (75%) per cent of his/her normal pay to a maximum of \$1,500 per week for a period of sixteen (16) weeks. Provision for long-term disability will be in accordance with the policy in effect with the Municipality's insurance carrier. The short term disability income protection plan and the long term disability plan may be supplemented to one hundred (100%) per cent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, or floating holidays by agreement of the Employer.
- 4.03 Subject to the concurrence of the Eligible Employee utilizing the income protection plan, the Employer proposes to maintain one hundred per cent (100%) of the Eligible Employee's earnings so long as a sick leave credit is available. The Eligible Employee is required to endorse and turn over to the Employer all benefits received from the third party insurer.

- 4.04 Where an Eligible Employee is absent due to an accident which occurred while in the performance of his/her duties for Employer and is in receipt of Workers' Compensation benefits, and requests the Municipality to make up the difference between the amount of Workers' Compensation benefits being paid and his/her total salary, then, such difference shall be charged against accumulated sick leave credits.
- 4.05 **Illness in the family - care and nurturing**
1. An Eligible Employee shall be entitled with the prior approval of his/her Supervisor, to use sick leave days per year to care for a family member who is ill.
 2. Alternatively, an Eligible Employee may, upon approval by the City Manager arrange temporary flexible work scheduling to care for a family member who is ill.
- 4.06 Where an eligible employee is absent due to maternity and/or parental leave effective on confirmation by the Canada Employment Insurance Commission (receipt by the employee's employment insurance cheque stub will serviced as proof that the employee is in receipt of unemployment benefits) the maternity and/or parental leave may be supplemented to one hundred percent (100 %) by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation on leave, or floating holidays by agreement of the employer.
- 4.06 Absences of one-half (1/2) day or less due to accident or illness shall not be deducted and absences for more than one half (1/2) a day, but less than a full day, shall be deducted as one-half (1/2) day.

Section 5 – Sick Time Entitlement Carry Over

- 5.01 In the final month of the calendar year, an Eligible Employee's unused sick leave entitlements will be transferred to the next calendar year.

Medical Examination

- 5.02 The Employer may refer an employee seeking any medical right or benefit or seeking any dispensation or consideration on medical grounds, to a physician selected by it for confirmation of the medical claim. Where accommodation is required in regard to the Employees condition the Employer may require of the physician a report as to what accommodation would be appropriate, in which case the Employer shall reimburse the Employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.

Section 6 – Payment of Extended Fringe Benefits

- 6.01 Where an Eligible Employee is absent from work due to illness (compensable injury or non-compensable injury) the Employer will continue to pay fringe benefit costs, including Health, Dental, Extended Medical Benefits, Life Insurance, etc.

and any other applicable benefits negotiated for a period of no longer than thirty six (36) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

Appendix 02: Salary Schedule and Wage Rates for 2021

Position	Group	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	6	\$133,600	\$137,450	\$141,415	\$145,500	\$149,700
Director of Corporate Services	5	\$108,885	\$111,995	\$115,200	\$118,500	\$121,895
Director of Recreation	5	\$108,885	\$111,995	\$115,200	\$118,500	\$121,895
Treasurer	4	\$85,225	\$87,625	\$90,100	\$92,645	\$95,270
Clerk	4	\$85,225	\$87,625	\$90,100	\$92,645	\$95,270
Manager of Transportation Services	4	\$85,225	\$87,625	\$90,100	\$92,645	\$95,270
Manager of Environmental Services	4	\$85,225	\$87,625	\$90,100	\$92,645	\$95,270
Chief Building Official	3	\$80,635	\$82,900	\$85,225	\$87,625	\$90,100
Chief Fire Official	3	\$80,635	\$82,900	\$85,225	\$87,625	\$90,100
Environmental Services Superintendent	2	\$70,625	\$72,590	\$74,610	\$76,690	\$78,835
Transportation Services Superintendent	2	\$70,625	\$72,590	\$74,610	\$76,690	\$78,835
Parks and Facilities Superintendent	2	\$70,625	\$72,590	\$74,610	\$76,690	\$78,835
Programming Superintendent	2	\$70,625	\$72,590	\$74,610	\$76,690	\$78,835
Information Technology Administrator	2	\$70,625	\$72,590	\$74,610	\$76,690	\$78,835
Deputy Clerk	1	\$60,000	\$61,645	\$63,335	\$65,080	\$66,875
Deputy Treasurer	1	\$60,000	\$61,645	\$63,335	\$65,080	\$66,875

Appendix 03: Salary Schedule and Wage Rates for 2022

Position	Group	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	6	\$134,850	\$138,700	\$142,665	\$146,750	\$150,950
Director of Corporate Services	5	\$110,135	\$113,245	\$116,450	\$119,750	\$123,145
Director of Recreation	5	\$110,135	\$113,245	\$116,450	\$119,750	\$123,145
Treasurer	4	\$86,475	\$88,875	\$91,350	\$93,895	\$96,520
Clerk	4	\$86,475	\$88,875	\$91,350	\$93,895	\$96,520
Manager of Transportation Services	4	\$86,475	\$88,875	\$91,350	\$93,895	\$96,520
Manager of Environmental Services	4	\$86,475	\$88,875	\$91,350	\$93,895	\$96,520
Chief Building Official	3	\$81,885	\$84,150	\$86,475	\$88,875	\$91,350
Chief Fire Official	3	\$81,885	\$84,150	\$86,475	\$88,875	\$91,350
Environmental Services Superintendent	2	\$71,875	\$73,840	\$75,860	\$77,940	\$80,085
Transportation Services Superintendent	2	\$71,875	\$73,840	\$75,860	\$77,940	\$80,085
Parks and Facilities Superintendent	2	\$71,875	\$73,840	\$75,860	\$77,940	\$80,085
Programming Superintendent	2	\$71,875	\$73,840	\$75,860	\$77,940	\$80,085
Information Technology Administrator	2	\$71,875	\$73,840	\$75,860	\$77,940	\$80,085
Deputy Clerk	1	\$61,250	\$62,895	\$64,585	\$66,330	\$68,125
Deputy Treasurer	1	\$61,250	\$62,895	\$64,585	\$66,330	\$68,125

Appendix 04: Salary Schedule and Wage Rates for 2023

Position	Group	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	6	\$136,100	\$139,950	\$143,915	\$148,000	\$152,200
Director of Corporate Services	5	\$111,385	\$114,495	\$117,700	\$121,000	\$124,395
Director of Recreation	5	\$111,385	\$114,495	\$117,700	\$121,000	\$124,395
Treasurer	4	\$87,725	\$90,125	\$92,600	\$95,145	\$97,770
Clerk	4	\$87,725	\$90,125	\$92,600	\$95,145	\$97,770
Manager of Transportation Services	4	\$87,725	\$90,125	\$92,600	\$95,145	\$97,770
Manager of Environmental Services	4	\$87,725	\$90,125	\$92,600	\$95,145	\$97,770
Chief Building Official	3	\$83,135	\$85,400	\$87,725	\$90,125	\$92,600
Chief Fire Official	3	\$83,135	\$85,400	\$87,725	\$90,125	\$92,600
Environmental Services Superintendent	2	\$73,125	\$75,090	\$77,110	\$79,190	\$81,335
Transportation Services Superintendent	2	\$73,125	\$75,090	\$77,110	\$79,190	\$81,335
Parks and Facilities Superintendent	2	\$73,125	\$75,090	\$77,110	\$79,190	\$81,335
Programming Superintendent	2	\$73,125	\$75,090	\$77,110	\$79,190	\$81,335
Information Technology Administrator	2	\$73,125	\$75,090	\$77,110	\$79,190	\$81,335
Deputy Clerk	1	\$62,500	\$64,145	\$65,835	\$67,580	\$69,375
Deputy Treasurer	1	\$62,500	\$64,145	\$65,835	\$67,580	\$69,375

The Corporation of the City of Temiskaming Shores

By-law No. 2021-004

A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Municipal Transit Enhanced Cleaning between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 deems it expedient to enter into an Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Municipal Transit Enhanced Cleaning funding.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores the Transfer Payment Agreement for the Municipal Transit Enhanced Cleaning program between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the City of Temiskaming Shores in a form satisfactory to Legal Services, a copy of which is 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, on behalf of the City of Temiskaming Shores, as required under the Municipal Transit Enhanced Cleaning Funding.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 5th day of January, 2021.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law No. 2021-004

A By-law to Authorize the Execution of the Transfer Payment Agreement for the Municipal Enhanced Transit Cleaning Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores

TRANSFER PAYMENT AGREEMENT FOR MUNICIPAL TRANSIT ENHANCED CLEANING

THIS TRANSFER PAYMENT AGREEMENT for Municipal Transit Enhanced Cleaning (the “Agreement”) is effective as of the Effective Date (both “Agreement” and “Effective Date” as further defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario as represented by the
Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of Temiskaming Shores

(the “**Recipient**”)

BACKGROUND:

In response to the COVID-19 pandemic and subject to the terms and conditions set out in the Agreement, the Province has agreed to provide funding to the Recipient for the Municipal Transit Enhanced Cleaning (“MTEC” as further defined in section A1.2 (Definitions)).

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules and Sub-schedule to the Agreement. The following schedules and sub-schedule form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Contact Information and Authorized Representatives

Schedule “C” - Eligible Expenditures and Ineligible Expenditures

Schedule “D” - Claim and Attestation Submission, Supporting Documentation and
Payment Procedures

Sub-schedule “D.1” - Claim and Attestation Form

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the inconsistency; or
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement.

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province’s prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) may be executed by the respective representatives of the

Parties listed in Schedule “B” (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the MTEC and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the MTEC; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 Acknowledgement from Province. The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the
Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

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

Date

Name: Carman Kidd
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Logan Belanger
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the MTEC, or both.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the costs of the MTEC that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means June 30, 2021.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs of the MTEC that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the MTEC or any other part of the Agreement.

“Maximum Funds” means \$6,061.

“MTEC” means the municipal transit enhanced cleaning as described in section C1.1 (Description of the MTEC).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the MTEC or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the MTEC;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the MTEC, the Funds, or both;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the MTEC and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the MTEC successfully;

- (c) procedures to address any identified risks to the MTEC initiatives, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action and Termination for Event of Default).

A4.0 FUNDS AND CARRYING OUT THE MTEC

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds towards the Eligible Expenditures the Recipient incurred and paid for the purpose of carrying out the MTEC;
- (b) provide the Funds to the Recipient in accordance with the payment procedures provided for in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of the Agreement by the

Recipient by municipal by-law; and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission).

A4.3 Use of Funds and Carry Out the MTEC. The Recipient will do all of the following:

- (a) spend the Funds only for Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 Rebates, Credits and Refunds. The Province will calculate Funds based on the actual Eligible Expenditures to the Recipient to carry out the MTEC, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 Disposal. The Recipient agrees not to sell, lease or otherwise dispose of any assets acquired with the Funds without the Province's prior written consent.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect to how the MTEC has been and will continue to be carried out and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the MTEC, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedure); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the MTEC; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the MTEC.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its MTEC-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the MTEC;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the MTEC or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province 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;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Contact Information and Authorized Representatives).

A14.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A15.0 NOTICE

A15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 Waiver Applies. If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in

substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

Contact information for the purposes of Notice to the Province	Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8 Attention: Kevin Dowling, Manager, Strategic Investments Office Phone: (416) 585-6312 Email: kevin.dowling@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Clerk Address: 325 Farr Drive Haileybury ON P0J 1K0 Phone: (705) 672-3363 x4136 Email: lbelanger@temiskamingshores.ca
Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement	Position: Treasurer Address: 325 Farr Drive Haileybury ON P0J 1K0 Phone: (705) 672-3363 x4121 Email: lmacleod@temiskamingshores.ca
Authorized representative of the Province for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)	Position: Director, Municipal Programs Branch, Ministry of Transportation
Authorized representative of the Recipient for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)	Position: Clerk

SCHEDULE “C”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

C1.0 MTEC

C1.1 Description of the MTEC. To address health related issues in respect of the COVID-19 pandemic, the Recipient has been acquiring goods and services for the MTEC of its transit system. Subject to Article C2.1 (Scope of Eligible Expenditures) and for greater clarity, the costs of the MTEC that are eligible for funding by the Province under the Agreement are only those that are supplemental to the Recipient's regular transit system cleaning.

C2.0 ELIGIBLE EXPENDITURES

C2.1 Scope of Eligible Expenditures. Subject to Article C3.0 (Ineligible Expenditures), Eligible Expenditures include the direct costs incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020 and that, in the opinion of the Province, are considered to have been properly and reasonably incurred and are necessary for the MTEC of transit vehicles and any other public and non-public facing transit assets, that provide or support transit services. In addition to having been incurred, these costs will have to have been paid by the Recipient prior to being submitted to the Province for payment and may include:

- (a) costs of cleaning materials for the MTEC;
- (b) costs of hand sanitizer for passenger and staff use;
- (c) costs of safety wear for the MTEC, such as gloves or goggles;
- (d) costs of equipment purchased for the MTEC;
- (e) costs of contracted services for the MTEC;
- (f) costs of salaries, including redeployment of staff, for the MTEC; and
- (g) any other costs that, in the opinion of the Province, are considered necessary for the MTEC.

C3.0 INELIGIBLE EXPENDITURES

C3.1 Scope of Ineligible Expenditures. Without limitation, the following costs will be considered Ineligible Expenditures:

- (a) costs incurred before April 1, 2020 and after December 31, 2020;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) marketing costs including advertising, promotion and communications;
- (d) core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, and computers);
- (e) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);
- (f) legal, audit, or interest fees;
- (g) budget deficits;
- (h) personal protective equipment, unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);
- (i) refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.); and
- (j) any other costs that, in the opinion of the Province, are considered ineligible for payment under the Agreement.

SCHEDULE “D”
CLAIM AND ATTESTATION SUBMISSION, SUPPORTING DOCUMENTATION AND
PAYMENT PROCEDURES

D1.0 CLAIM AND ATTESTATION

D1.1 Claim and Attestation from the Recipient’s Senior Financial Official. The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 Report on Expenditures and Additional Report and Information. The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 Submission of Claim for Payment and Required Documentation. The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before January 31, 2021.

D3.2 Claim Payments. Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 No Interest. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after January 31, 2021, or both.

**SUB-SCHEDULE “D.1”
CLAIM AND ATTESTATION FORM**

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
Transportation Programs Office
10th Floor
151 Bloor Street West
Toronto, ON M5S 1S4

Attention: Manager, Transportation Programs Office
Email: MTO-Transit Cleaning Funding @Ontario.ca

FROM: **[Insert address of the senior official]**

Attention: **[insert name and title of Recipient senior official]**
Telephone No.: **[insert telephone number of Recipient senior official]**

RE: Transfer Payment Agreement for Municipal Transit Enhanced Cleaning

In the matter of the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the “Recipient”), on **[insert the month day, and year]** _____ (the “Agreement”).

I, _____ **[insert the name and title of the senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A2.0 (Representations, Warranties and Covenants) and section A6.1 (No Conflict of Interest) of the Agreement are true and accurate;
 - b. Funds have been solely used on Eligible Expenditures as claimed in this Claim and Attestation Form and the Form of Report on Expenditures attached as Appendix A (Form of Report on Expenditures) to this Claim and Attestation Form;

- c. the Recipient is in compliance with all the terms and conditions of the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing; and
 - d. all records (including, without limitation, contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement.
2. The Eligible Expenditures have been incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020, and paid on or before January 31, 2021.

By signing below, I hereby claim a payment in the amount of \$ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the MTEC costs.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Title:

Witness Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE “D.1” (CLAIM AND ATTESTATION FORM)**

MTEC Expenditure Report - April 1, 2020 to December 31, 2020	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

	Period of Work Performed					Amount Paid (\$)				
Date of Invoice (if Applicable) (DD/MM/YY)	From (DD/MM/YY)	To (DD/MM/YY)	Vendor Name	Description of Expense	Eligibility per Schedule "C"	Subtotal w/o HST (\$) (a)	Total HST (\$) (b)	Recoverable HST (\$) (c)	Net Total (\$) (a) + (b) - (c)	Amount Claimed (\$)
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
Total						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<u>Results Achieved with Provincial Funding:</u>
<u>Additional Comments:</u>
<u>Conclusion:</u>

Recommended for payment:

Date:

[insert/print the name and title of the Recipient's authorized representative]

Recommended for payment:

Date:

[insert/print the name of the Director]
Director, Ministry of Transportation

The Corporation of the City of Temiskaming Shores

By-law No. 2021-005

A By-Law to Authorize the Execution of the Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention between Her Majesty the Queen in Right of Canada Represented by the Minister of Economic Development and Official Languages and the Corporation of the City of Temiskaming Shores

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 deems it expedient to enter into an Agreement with her Majesty the Queen in Right of Canada as represented by the Minister Economic Development and Official Languages for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores, the Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention, between Her Majesty the Queen in right of Canada, represented by the Minister Economic Development and Official Languages, and the City of Temiskaming Shores, a copy of which is 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, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 5th day of January, 2021.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law No. 2021-005

**A By-Law to Authorize the Execution of the Contribution Agreement
for the Virtual Northern Ontario Mining Showcase at the 2021
Prospectors and Developers Association of Canada International
Convention between Her Majesty the Queen in Right of Canada
Represented by the Minister of Economic Development and Official
Languages and the Corporation of the City of Temiskaming Shores**



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 852-512885

THIS AGREEMENT made as of: December 22, 2020

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Economic Development and Official Languages
(the "Minister")

– AND –

The Corporation of the City of Temiskaming Shores

(the "Recipient")

WHEREAS in response to an application from the Recipient received March 23, 2020, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 1, 2020 (the "Commencement Date") and is completed on or before April 30, 2021 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$500,000 of the Project outlined in Annex 1, and
- b) \$500,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to March 23, 2020 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 **Claims and Payments**

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;

- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

- 11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;

- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

13.0 General**13.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Minister may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Ecosystem Development
Regional Economic Growth through Innovation

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:


Mr. Carman Kidd
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-512885

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Economic Development
and Official Languages

Per: **Dimatteo, Aime**
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date:  Digitally signed by Dimatteo,
Aime
Date: 2020.12.22 09:56:34 -05'00'

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 852-512885

I. PROJECT SCOPE

i) Description:

The Corporation of the City of Temiskaming Shores is requesting \$500,000 to increase exporting activities of Northern Ontario enterprises and organizations. This will be achieved by organizing a virtual version of the Northern Ontario Mining Showcase (NOMS) pavilion during the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange (March 7-10, 2021).

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - December 1, 2020
- b) Completion Date - April 30, 2021

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities will include:

- Secure 85 virtual booth spaces from PDAC to stage an on-line pavilion;
- Exhibit up to 85 organizations and businesses of the mining supply and services sector from Northern Ontario;
- Utilize a professional development team to design a custom virtual pavilion in order to maintain and strengthen the NOMS brand;
- Coordinate a variety of activities including a virtual speaker series and on-line demonstrations showcasing products from exhibitors;
- Hire a coordinator to work with a pavilion design team, City of Temiskaming Shores and FedNor;
- Undertake an audit of SMEs on-line presence including website and social media presence and provide recommendations;
- Develop and implement a promotional strategy;
- Develop bilingual virtual exhibitor profile pages with exhibitor and partner listings, descriptions and link;
- Develop and provide exhibitor training on PDAC on-line platform;

- During the event, support SMEs with registration and application processes, manage the virtual exhibition, orient exhibitors, and provide live technical support to exhibitors for duration of event; and,
- Work with service providers to support upgrades and improvements to on-line presence of all participating exhibitors to ensure consistent quality and capacity for a virtual event. This may include content development, images, linking videos, testimonials and/or other key requirements and best practices. Additionally, the provider will develop and deliver virtual group training webinars on digital media communications including social media strategy, storytelling, analytics, and reporting.

A project coordinator with PDAC experience and knowledge of Northern Ontario's mining sector will be retained by the City of Temiskaming Shores to assist in the delivery of this Northern Ontario initiative.

v) Performance Measures and Tracking Plan:

Anticipated outcomes of this 2021 project include:

- Sales of \$8,689,500;
- 17 percent of SMEs with increased export sales;
- 70 new jobs created;
- 85 exhibitors participating
- 40 businesses with enhanced on-line presence;
- A minimum of 4 new partnerships created;
- An increase in new business contacts, clients and potential leads that would result in new business and/or expansion of existing business; and,
- A minimum of 3 training sessions.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$500,000	Other Federal	\$0
- Not Supported	\$42,500	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$42,500
Total	\$542,500		\$542,500

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental (virtual space)	\$250,000		\$250,000
SME Support (upgrades to on-line presence, equipment and technical support)	\$110,000		\$110,000
Consulting Fees	\$55,000		\$55,000
Marketing & Promotion	\$35,000		\$35,000
Professional Development & Training – In-kind Event Costs (Other – design of custom virtual pavilion)	\$50,000		\$50,000
Event Facility Rental (participating exhibitors)		\$42,500	\$42,500
TOTAL ELIGIBLE COSTS	\$500,000	\$42,500	\$542,500
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$542,500

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

In relation to the Project, the Recipient agrees to make available basic communication that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.

- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
 - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Ecosystem Development

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between March 23, 2020 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between March 23, 2020 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores
By-law No. 2021-006
Being a by-law to confirm certain proceedings of Council of The
Corporation of the City of Temiskaming Shores for its Regular
meeting held on January 5, 2021

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 **January 5, 2021**, 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 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 5th day of January, 2021.

Mayor – Carman Kidd

Clerk – Logan Belanger