



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, August 9, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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 Resolution

Moved by: Councillor

Seconded by: Councillor

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

a) Regular Meeting of Council – July 12, 2022; and

b) Special Meeting of Council – July 26, 2022.

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

None

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

- a) Michelle Caron, Communications and Executive Coordinator – District of Timiskaming Social Services Administration Board

Re: 2021 Annual Report & Keepers Strategic Plan, 2022-06-20

Reference: Received for Information

- b) Christine Benn, Community Representative, Business Improvement Area Board of Management Committee

Re: Letter of Resignation, 2022-07-19

Reference: By-law Presented in Section 16 – By-laws

- c) Rebecca Kidd, Board Secretary, Timiskaming Shores Police Services Board

Re: Request for Support – Federal Bail Reform, 2022-07-25

Reference: Received for Information

- d) Megan McBride, Coordinator, Timiskaming Drug and Alcohol Strategy

Re: Proclamation Request – International Overdose Awareness Day, 2022-07-25

Reference: Motion presented under Section 15 – New Business

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Business Improvement Area meetings held on April 11 and May 16, 2022;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on June 15, 2022;
- c) Minutes of the Temiskaming Transit Committee meeting held on July 4, 2022; and
- d) Minutes of the Temiskaming Shores Police Services Board meeting held on July 25, 2022.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Climate Change Committee meeting held on July 12, 2022;
- b) Minutes of the Building Maintenance Committee meeting held on July 14, 2022;
- c) Minutes of the Public Works Committee meeting held on July 14, 2022; and
- d) Minutes of the Corporate Services Committee meeting held on July 22, 2022.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Timiskaming Drug and Alcohol Strategy – Overdose Awareness Day Proclamation**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the City of Temiskaming Shores does affirm and acknowledge the harm and hardship caused by drug overdose; and

Whereas we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

Whereas we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of over 4,000 Ontarians in 2021 with countless more affected forever; and

Whereas from January to June of 2022, there have been 7 suspected drug-related deaths compared to 4 deaths during the whole of last year in Timiskaming Health Unit region, and

Whereas we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, our friends, and deserving of our love, compassion and support;

Therefore, I Carman Kidd, Mayor, do hereby proclaim August 31, 2022, as Overdose Awareness Day in the City of Temiskaming Shores.

b) Administrative Report No. CS-032-2022 - Bill 109 Planning Act Amendments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2022;

That Council agrees to amend the provisions of the Site Plan Control By-law 2018-097 to appoint the Planner as the authorized person and the Municipal Clerk as the alternate authorized person in accordance with Section 41(4.0.1) of the Planning Act; and

That Council directs staff to prepare the necessary by-law to amend the Site Plan Control By-law 2018-097 for consideration at the August 9, 2022 Regular Council meeting.

c) January to June 2022 Year-to-Date Capital Financial Report

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to June 2022 Year-to-Date Capital Financial Report for information purposes.

d) Memo No. 033-2022-CS – Police Service Board Structure

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 033-2022-CS;

That Council for the City of Temiskaming Shores hereby directs to draft a letter to the Township of Coleman, requesting permission for Chris Oslund to continue in his role in the establishment of the Police Service Boards for the Temiskaming Detachment catchment area of the Ontario Provincial Police.

e) Memo No. 034-2022-CS –Delegation of Authority – Lame Duck

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 034-2022-CS; and

That Council directs staff to prepare the necessary By-law to amend By-Law No. 2022-099 to include the wording “*City Manager or Designate*” for consideration at the August 9, 2022 Regular Council meeting.

f) Administrative Report No. CS-033-2022 – Telecommunications Tower Agreement with Bell Mobility (Morissette Drive)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-033-2022; and

That Council directs staff to prepare the necessary by-law to enter into a new a land lease agreement with Bell Mobility for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term, for consideration at the August 9, 2022 Regular Council meeting.

g) Administrative Report No. CS-034-2022 – Next Generation 9-1-1 Authority Service Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-034-2022;

That Council for the City of Temiskaming Shores approves entering into a Next Generation 9-1-1 Authority Service Agreement with Bell Canada for the provision of 9-1-1 services; and

That Council for the City of Temiskaming Shores directs staff to prepare a by-law authorizing the execution of the Next Generation 9-1-1 Authority Service Agreement with Bell Canada and all required documentation for the provision of the 9-1-1 Program, for consideration at a future council meeting.

h) Administrative Report No. PPP-004-2022 – Appointment of Volunteer Firefighter

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2022; and

That Council hereby appoints Jakeb Ryan as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

i) Administrative Report No. PW-025-2022 - Tender Award: Supply, Mix, and Stockpile Winter Sand

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Don Adshead Trucking for Winter Sand Supply, Mix and

Stockpile services at a unit price of \$8.75 per tonne, plus applicable taxes, for consideration at the August 9th, 2022 Regular Council meeting.

j) Memo No. 009-2022-RS – Haileybury Fire Hall Project Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2022-RS – Haileybury Fire Hall Project Update for information purposes.

k) Administrative Report No. RS-016-2022 - Building Maintenance Capital Project Budgets

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-016-2022;

That Council update the project budget for the Don Shepherdson Memorial Arena Accessibility Project to \$1,111,971;

That Council approves the reallocation of funds in the 2022 Capital Budget from the Don Shepherdson Memorial Arena Accessibility Project in the amount of \$115,000 to the New Liskeard Waterfront Paving project; and

That Council directs staff to reallocate \$120,015 from the Don Shepherdson Memorial Arena Accessibility Project to the Community Development Reserve.

16. By-laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-126 Being a by-law to amend By-law No. 2019-018 – Committee Appointments (New Liskeard Business Improvement Area Board of Management)

- | | |
|---------------------|--|
| By-law No. 2022-127 | Being a by-law amend By-law 2018-097 – Site Plan Control Area |
| By-law No. 2022-128 | Being a by-law to amend By-Law 2022-099 – Delegating Authority for certain Acts during a “Lame Duck” period |
| By-law No. 2022-129 | Being a by-law to enter into a new a land lease agreement with Bell Mobility for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term |
| By-law No. 2022-130 | Being a by-law to enter into an agreement with Don Adshead Trucking for Winter Sand Supply, Mix and Stockpile services at a unit price of \$8.75 per tonne, plus applicable taxes |
| By-law No. 2022-131 | Being a by-law to appoint Tammie Caldwell as Interim City Manager for the City of Temiskaming Shores for a five-week period effective August 19, 2022 |
| By-law No. 2022-132 | Being a by-law to appoint Amy Vickery as City Manager for the City of Temiskaming Shores effective September 19, 2022 |

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-126;	By-law No. 2022-130;
By-law No. 2022-127;	By-law No. 2022-131; and
By-law No. 2022-128;	By-law No. 2022-132;
By-law No. 2022-129;	

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 Meeting – Tuesday, September 6, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, September 29, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the July 12, 2022 and July 26, 2022 (Special) Closed Session Minutes;
- b) Under Section 239 (2) (k) of the Municipal Act, 2001 – a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Transit Negotiations
- c) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about and identifiable individual, including municipal or local board employees

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-133 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **July 26, 2022**, and for its Regular meeting held on **August 9, 2022**, be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-133 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, July 12, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

Mayor Kidd began the meeting by observing the following Land Acknowledgement:

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

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

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, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Kelly Conlin, Clerk
John Telfer, Interim City Manager
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Steve Burnett, Manager of Environmental Services
Mitchell McCrank, Manager of Transportation Services

Regrets:

Media: 2

Members of the Public: 50

3. Review of Revisions or Deletions to Agenda

Councillor Whalen tabled the following motion for Council consideration:

Resolution No. 2022-285

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that City Council agrees to waive Section 36 of the City's Procedural By-law (Agenda and Motions) for the removal of the first Question and Answer period to ensure that no member of the public takes the opportunity to raise the issue of Animal Control which would potentially place any member of Council in a position of breaching the Conflict of Interest Act.

Carried

4. Approval of Agenda

Resolution No. 2022-286

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Conflict of Pecuniary Interest related to **Section 15 – New Business, Item a) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract**; and **Section 16 – By-laws, By-law No. 2022-111, being a by-law to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services**, as soon as is the recommended bidder for Animal Control and Pound Services in the City of Temiskaming Shores.

6. Review and adoption of Council Minutes

Resolution No. 2022-287

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – June 21, 2022; and
- b) Special Meeting of Council – June 27, 2022.

Carried

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

None

8. Question and Answer Period

Item 8. Question and Answer period was removed from the agenda as per Resolution No. 2022-285.

9. Presentations / Delegations

None

10. Communications

- a) Barbara Knauth, Deputy Clerk - Township of Matachewan

Re: Request for support Resolution, Inclusion of mailing addresses of voter on voters list provided to candidates, 2022-06-28

Reference: Received for Information

- b) Kerry Bellamy, Clerk - Municipality of Shuniah

Re: Request for support Resolution, Release of all Federal and Provincial Documents related to the Former Mohawk Institute Residential School

Reference: Received for Information

- c) Timiskaming Health Unit

Re: 2021 Audited Financial Statements, 2022-07-04

Reference: Received for Information

Resolution No. 2022-288

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-289

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Shores Library Board meeting held on May 18, 2022;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on May 18, 2022;
- c) Minutes of the Climate Change Committee meeting held on June 6, 2022; and
- d) Minutes of the Temiskaming Shores Accessibility Advisory Committee held on June 15, 2022.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2022-290

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Minutes of the Corporate Services Committee meeting held on June 9, 2022;
- b) Minutes of the Protection to Persons and Property Committee meeting held on June 9, 2022;
- c) Minutes of the Public Works Committee meeting held on June 9, 2022;
- d) Minutes of the Recreation Services Committee meeting held on June 13, 2022;
and
- e) Minutes of the Blue Box – Ad Hoc Committee meeting held on June 21, 2022.

Carried

13. Reports by Members of Council

Councillor Whalen reported on a recent appointment to the Library Board and how it is nice to have an engaged and active board representing the Libraries.

Mayor Kidd reported on the participation of Councillor McArthur and Councillor Whalen at the upcoming AMO Conference in Ottawa on August 14-17, 2022.

14. Notice of Motions

Councillor Whalen presented the following Notice of Motion for consideration:

Whereas municipal Councils are elected to represent the greater interests of the constituents and the changing interest of society;

And whereas the changing interest of society require a constant updating and refreshing of municipal standards, policies and by-laws;

And whereas the changing attitude toward kill pounds are creating a strong demand for no kill facilities;

Now therefore be it resolved that Council for the Corporation of the City of Temiskaming Shores reject both current bids for the municipalities Animal Control Contract;

Further be it resolved that the current Animal Control contract be extended by 12 months with an option for an additional 12 months as currently allowed within the existing contract;

And further that the incoming Council undertake a full review of the municipality's awarding of this contract;

And further that the incoming Council be encouraged to strongly lobby the provincial government and Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) to amend the Animals for Research Act in general to encourage the increase of No Kill facilities;

And more specifically sections 20.1 abc -21.1-21.2-22.1 and 22.2 of the Animals for Research Act, this municipalities Animal Control By-Law; this municipalities Procurement Policy; and this municipalities Tender and Request for Proposal Policy all be reviewed to better support the societies views favouring No Kill over Kill facilities.

15. New Business

a) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract (deferred from June 21, 2022 Regular Council Meeting)

Mayor Kidd disclosed a pecuniary interest with Administrative Report No. CS-024-2022; therefore, did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2022-290.

In accordance with By-law No. 2019-001, Mayor Kidd called upon Deputy Mayor Patricia Hewitt to chair the meeting.

Resolution No. 2022-291

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2022; and

That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Mr. Michael Kidd - Kidd Crest Farms Inc. operating as South Temiskaming Animal Control Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the July 12, 2022 Regular Council Meeting.

Recorded Vote

For Motion

Councillor Jelly

Against Motion

Councillor Foley
Councillor Hewitt
Councillor Laferriere
Councillor McArthur
Councillor Whalen

Defeated

Resolution No.2022-292

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that City Council agrees to waive Section 38 of the City's Procedural By-law (Notice of Motions) in order to allow Councillor Whalen's alternative motion to be the recommendation presented in Administrative Report CS-024-2022 (Animal Control and Pound Services Contract)

Carried

Resolution No. 2022-293

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas municipal Councils are elected to represent the greater interests of the constituents and the changing interest of society;

And whereas the changing interest of society require a constant updating and refreshing of municipal standards, policies and by-laws;

And whereas the changing attitude toward kill pounds are creating a strong demand for no kill facilities;

Now therefore be it resolved that Council for the Corporation of the City of Temiskaming Shores reject both current bids for the municipalities Animal Control Contract;

Further be it resolved that the current Animal Control contract be extended by 12 months with an option for an additional 12 months as currently allowed within the existing contract;

And further that the incoming Council undertake a full review of the municipality's awarding of this contract;

And further that the incoming Council be encouraged to strongly lobby the provincial government and Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) to amend the Animals for Research Act in general to encourage the increase of No Kill facilities;

And more specifically sections 20.1 abc -21.1-21.2-22.1 and 22.2 of the Animals for Research Act, this municipalities Animal Control By-Law; this municipalities Procurement Policy; and this municipalities Tender and Request for Proposal Policy all be reviewed to better support the societies views favouring No Kill or Kill facilities.

Recorded Vote

For Motion

Councillor Foley
Councillor Hewitt
Councillor Jelly
Councillor Laferriere
Councillor McArthur
Councillor Whalen

Against Motion

Carried

Deputy Mayor Hewitt welcomed Mayor Kidd to resume Chair of the Meeting.

b) Memo No. 030-2022-CS – Updated Concurrence Request

Resolution No. 2022-294

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2022-CS; and

That Council is hereby in concurrence with the proposed telecommunications tower for Rogers Communications Inc. which is to be located on the property at 137428 Peters Road.

Carried

c) Memo No. 031-2022-CS – Deeming By-Law for Graydon/McCarty – 697 Latchford Street

Resolution No. 2022-295

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Whereas the owners of 697 Latchford Street in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M54NB LOTS 107, 108 PCL 13748SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the July 12, 2022 Regular Council meeting.

Carried

d) Memo No. 032-2022-CS – Alexander Farms Lease Agreement

Resolution No. 2022-296

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 032-2022-CS; and

That Council for the City of Temiskaming Shores agrees to assign the benefit of the lease agreement with Alexander Farms to permit the use of Municipal Land for Cultivation Purposes (By-law No. 2021-094) to Seeson Ranch for the remaining term ending on December 31, 2026, unless terminated early by either party.

Carried

e) Administrative Report No. CS-028-2022 – Sale of Municipal Property – Nugget Street and Part of Lane

Resolution No. 2022-297

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-028-2022;

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

- a. Part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269, and
 - b. Nugget Street, described as Part 2 on Plan 54R-6269;
- in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Bradley Sauve as Purchaser, for the above-described road allowances, in accordance with By-law No. 2015-160, for consideration at the July 12, 2022 Regular Council meeting.

Carried

f) Administrative Report No. CS-029-2022 – Northern Ontario Mining Showcase at PDAC 2023

Resolution No. 2022-298

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-029-2022; and

That Council confirms the application to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the 2023 Prospectors and Developers Association of Canada Convention in Toronto.

Carried

g) Administrative Report No. CS-030-2022 – Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention 2023

Resolution No. 2022-299

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2022; and

That Council confirms the application submitted on June 28, 2022 to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the 2023 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal from April 30 – May 3, 2023.

Carried

h) Administrative Report No. PPP-003-2022 – Appointment of Volunteer Firefighter

Resolution No. 2022-300

Moved by: Councillor Jelly

Seconded by: Councillor Foley

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2022; and

That Council hereby appoints Charles Amyot as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

i) Memo No. 008-2022-PW – Extension – Rental Graders

Resolution No. 2022-301

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2022-PW;

That Council directs staff to prepare the necessary By-law to amend By-Law No. 2021-095, as amended to extend of the agreement with Jade Equipment for a period beginning November 1, 2022 to April 1, 2023, and to authorize the delegated authority to the Mayor and Clerk to execute any required

documentation on behalf of the City of Temiskaming Shores related to the extension of the Jade Equipment Rental Agreement, providing the documentation does not create any financial liability for the City beyond the approved budget, for consideration at the July 12, 2022 Regular Council meeting.

Carried

j) Memo No. 009-2022-PW – Extension – Supply and Delivery of Bulk Coarse Highway De-icing Salt

Resolution No. 2022-302

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2022-PW; and

That Council directs staff to prepare the necessary By-law to amend By-Law No. 2019-114, to extend the agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for three (3) years, in the amount of \$130 per tonne for 2022/23 winter operations; \$133 per tonne for 2023/24 winter operations, and \$135 per tonne for 2024/25 winter operations, plus applicable taxes, for consideration at the July 12, 2022 Regular Council meeting.

Carried

k) Administrative Report No. PW-024-2022 Blue Box Transition – Municipal Involvement Decision

Resolution No. 2022-303

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-024-2022;

That Council support the preferred strategy to not become a service provider with Producer Responsible Organizations (PRO) for blue box collection beyond the City's transition date of January 1, 2025;

That Council directs staff to respond to the Circular Material Ontario (CMO) survey indicating that the City of Temiskaming Shores does not wish to enter into a contractual agreement to provide blue box collection services beyond the City's transition date of January 1, 2025; and

That Council directs staff to provide notification of the decision to all municipalities that are in agreement with the City for the acceptance of blue box material at the Spoke Transfer Station.

Carried

I) Administrative Report No. RS-015-2022 – Adoption of a Climate Lens for the City of Temiskaming Shores

Resolution No. 2022-304

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-015-2022; and

That Council direct staff to implement the use of the Clean Air Partnership's Climate Lens, and to integrate the tool into the Administrative Reporting requirements for Council, where deemed appropriate, such as on matters pertaining to procurement, budgeting, and policy implementation.

Carried

16. By-laws

Resolution No.2022-290 was Defeated by a Recorded vote, therefore By-Law 2022-111 was not discussed or voted on by Council.

By-law No. 2022-111 Being a by-law to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services (**Deferred from June 21, 2022 Regular Council meeting**)

Resolution No. 2022-305

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that:

- | | |
|---------------------|--|
| By-law No. 2022-117 | Being a by-law to authorize the Sale of Land to Natahsa Baril being 545 Lakeshore Road |
| By-law No. 2022-118 | Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision for 697 Latchford Street |
| By-law No. 2022-119 | Being a by-law to Stop up and Close a Highway – Part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269 |
| By-law No. 2022-120 | Being a by-law to Stop up and Close a Highway – Nugget Street, being legally described as Part 2 on Plan 54R-6269 |
| By-law No. 2022-121 | Being a by-law to authorize the Sale of Land for a Part of a Laneway, described as Part 1 on Plan 54R-6269 to Bradley Sauve |
| By-law No. 2022-122 | Being a by-law to authorize the Sale of Land of Nugget Street, described as Part 2 on Plan 54R-6269 to Bradley Sauve |
| By-law No. 2022-123 | Being a by-law to amend By-law No. 2021-095 as amended to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders (One Year Extension) |
| By-law No. 2022-124 | Being a by-law to amend By-law No. 2019-114 to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for the City of Temiskaming Shores (Three-Year Extension) |

be hereby introduced and given first and second reading.

Resolution No. 2022-306

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2022-117;

By-law No. 2022-118;

By-law No. 2022-119;

By-law No. 2022-120;

By-law No. 2022-121;

By-law No. 2022-122;

By-law No. 2022-123; and

By-law No. 2022-124;

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 Meeting – Tuesday, August 9, 2022 at 6:00 p.m.

b) Regular Meeting – Tuesday, September 6, 2022 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2022-307

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to appoint John Telfer as Clerk for Closed Session Item 19 (b) regarding Personal matter about an identifiable individual including municipal or local board employees; and 19 (e) regarding Labour relations or employee negotiations – City Manager Recruitment Process Update.

Carried

Resolution No. 2022-308

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 8:00 p.m. to discuss the following matters:

- a) Adoption of the June 21, 2022 and June 27, 2022 (Special) Closed Session Minutes;
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual including municipal or local board employees;
- c) Under Section 239 (2) (e) of the Municipal Act, 2001 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Building Matter Update;
- d) Under Section 239 (2) (e) of the Municipal Act, 2001 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Contract Concerns; and
- e) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – City Manager Recruitment Process Update.

Carried

Resolution No. 2022-309

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 9:43 p.m.

Carried

Matters from Closed Session

Adoption of the June 21, 2022 and June 27, 2022 – Closed Session Minutes

Resolution No. 2002-310

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

- a) Adoption of the June 21, 2022 and the June 27, 2022 (Special) Closed Session Minutes.

Carried

Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual including municipal or local board employees

Staff provided Council with an update.

Under Section 239 (2) (e) of the Municipal Act, 2001 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Building Matter Update

Staff provided Council with an update.

Under Section 239 (2) (e) of the Municipal Act, 2001 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Contract Concerns

Staff provided Council with an update.

Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – City Manager Recruitment Process Update

Staff provided Council with an update.

20. Confirming By-law

Resolution No. 2022-311

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2022-125 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **June 27, 2022**, and for its Regular meeting held on **July 12, 2022**, be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-312

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-125 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-313

Moved by: Councillor McArthur
Seconded by: Councillor Hewitt

Be it resolved that Council hereby adjourns its meeting at 9:44 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, July 26, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Draft Minutes

Land Acknowledgement

Mayor Kidd began the meeting by observing the following Land Acknowledgement:

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

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

1. Call to Order

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

Resolution No. 2022-314

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to appoint John Telfer, Interim City Manager as Clerk for the Special Meeting of Council on July 26, 2022.

Carried

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen
Councillor Patricia Hewitt via Zoom

Present: John Telfer, Interim City Manager

Regrets: NONE

3. Approval of Agenda

Resolution No. 2022-315

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2022-316

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Pecuniary Interest with Closed Session item e) as his son had bid on the Animal Control Contract.

6. Closed Session

Resolution No. 2022-317

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 6:01 p.m. to discuss the following matters:

- a) Under Section 239 (2) (f) of the Municipal Act, 2001 – advice that is subject to solicitor-client privilege, including communications necessary for that purpose - 535 Lakeshore Road South;
- b) Under Section 239 (3.1) (1) of the Municipal Act, 2001 – purpose of educating or training the members;
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Update;
- d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about and identifiable individual; and
- e) Under Section 239 (2) (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Carried

Resolution No. 2022-318

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 8:11 p.m.

Carried

Matters from Closed Session

Under Section 239 (2) (f) of the Municipal Act, 2001 – advice that is subject to solicitor-client privilege, including communications necessary for that purpose -535 Lakeshore Road South;

Staff provided Council with an update.

Under Section 239 (3.1) (1) of the Municipal Act, 2001 – purpose of educating or training the members;

Staff provided Council with an update

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

Staff provided Council with an update

Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about and identifiable individual; and

Staff provided Council with an update

Under Section 239 (2) (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Staff provided Council with an update.

7. Adjournment

Resolution No. 2022-319

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council hereby adjourns its meeting at 8:12 p.m.

Carried

Mayor

Clerk



June 17th, 2022

Dear municipalities and TWOMO;

We appreciate your collaboration on the development of the Community Safety and Well-Being Plan. We hope that you have well-received the instruction regarding next steps, apportionment, and slide-deck from the May 26th, 2022, presentation from Nick Chauvin from LBCG Consulting. As we have advised, we remain the interim point of contact regarding the plan, until a lead agency is selected. Should you seek clarification or support please contact myself or the CAO, Mark Stewart.

Attached, you will find our first Annual Report, which can also be found on our website at www.dtssab.com. The intent behind this report was to provide high-level, easy to understand highlights of the programs and projects the DTSSAB has undertaken in 2021. We are eager to hear your comments and opinions. We wish to communicate the function of the DTSSAB and provide education regarding the services we provide to the Timiskaming District. Should you have recommendations regarding content, channel, or frequency of communications from us, we would greatly value your insight.

As you are aware, municipal elections are scheduled to take place on October 24th, 2022. As the DTSSAB, it is our responsibility to run the Territories Without Municipal Organization Election. The DTSSAB Board appointed Don Studholme as Returning Officer for the upcoming election at their June 15th meeting. If you have any questions regarding the process, Don can be contacted at studholmed@dtssab.com.

As requested by our community partners, Keepers of the Circle, also please find attached a slide deck from a presentation they put forward to our Board on June 15th, 2022.

We continue to strive towards transparent, two-way communication. Should you have questions, concerns, or would like a delegation at a Board meeting, please contact us.

Michelle Caron

On behalf of Mark Stewart,
Chief Administrative Officer



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

ANNUAL REPORT 2021

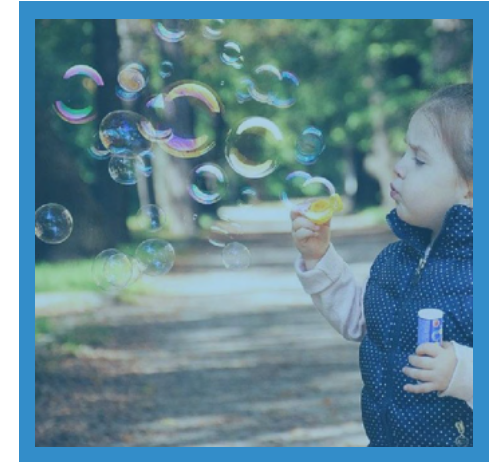
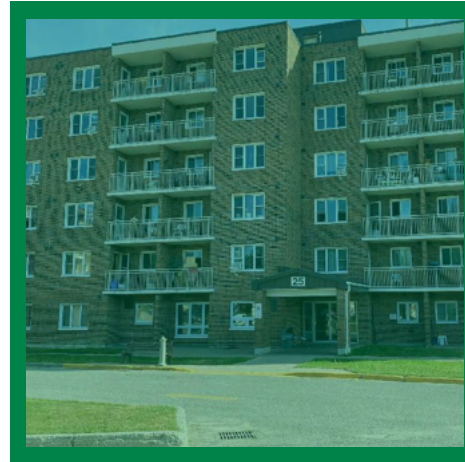




TABLE OF CONTENTS

3 Letter from the Chief Administrative Officer

4 District of Timiskaming Social Services
Administration Board : Vision, Mission, and
Values

5 Our Work: Highlights of the year
2021

8 Contact Us

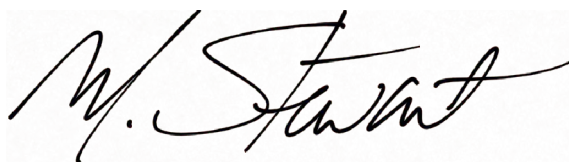
LETTER FROM THE CHIEF ADMINISTRATIVE OFFICER

Hello, I am Mark Stewart, Chief Administrative Officer at the **District of Timiskaming Social Services Administration Board**. To begin, I wish to recognize the thoughtful and steadfast leadership of Kelly Black, former Chief Administrative Officer, who held the position during 2021.

My career path has connected me to my ingrained passion to build community, develop mentorship, and the service of others. I am honoured to have been appointed CAO of the DTSSAB and it is my intent to move forward on key initiatives internally and externally. For community members and partners, this refers to an intention to continue to strengthen relationships and opening two-way, transparent lines of communication. I believe in supporting multi-level initiatives and advocacy to bring improvement to the district.

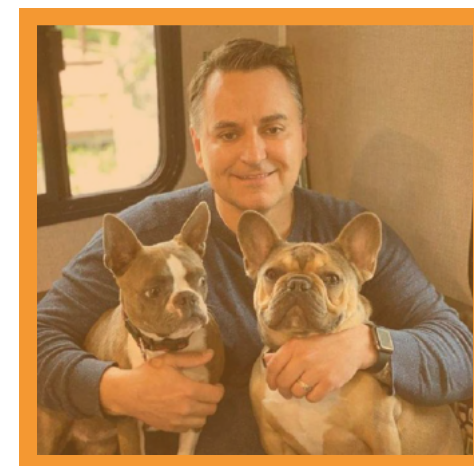
Our municipalities deserve solid and competent service in conjunction with a fiscally responsible approach to utilizing taxpayers funding in this time of budget constraints. Our team strives for excellence through a strategy of continuous improvement, employee engagement, innovation, service integration and value for money.

It is our intent that this annual report will help capture some of the highlights of our work in 2021.



Mark Stewart

CAO, District of Timiskaming Social Services Administration Board



**MARK STEWART,
CHIEF ADMINISTRATIVE
OFFICER,
DTSSAB**



District of Timiskaming Social Services Administration Board

The **DTSSAB** delivers community and social services to residents and members of the public of the District of Timiskaming, spanning 23 municipalities and unincorporated areas.

Services include:

- Emergency Medical Services
- Children's Services
- Housing Services
- Ontario Works



OUR WORK: HIGHLIGHTS OF THE YEAR 2021

394 FAMILIES HAD CHILD CARE SUBSIDIZED

Targeted Emergency Child
Care during government
mandated lockdowns

Pivoting of EarlyON/ ON Y
VA Child and Family
Centres Programming

Support through
fluctuating COVID-19
mandates and procedures



4,977 CALLS MADE TO DTSSAB EMS



103 NEW TENANTS HOUSED



OUR WORK: HIGHLIGHTS OF THE YEAR 2021

**554 AVERAGE
ONTARIO WORKS
CASELOAD**



LAUNCH OF ORU

DTSSAB EMS launched the Off-Road Response Unit, which was called several times.



COMMUNITY PARAMEDICINE

Launch of Community Paramedicine High Intensity Program.



EMS RESTRUCTURING

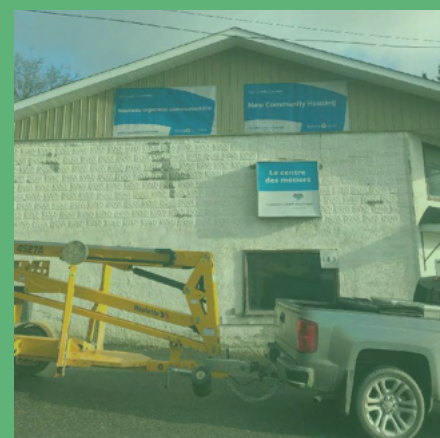
Hiring of 4 Superintendents

OUR WORK: HIGHLIGHTS OF THE YEAR 2021



TIMISKAMING COUNTS

Housing Services
conducted the 2021
Homeless Enumeration and
developed the By Name
List.



6
INDIVIDUALS
HOUSED WITH
SPECIAL PRIORITY
STATUS

UNIT VACANCY IN SOCIAL HOUSING

99 Move-Ins



78 Move-Outs



1,070 APPLICANTS
TO SOCIAL HOUSING
UNITS





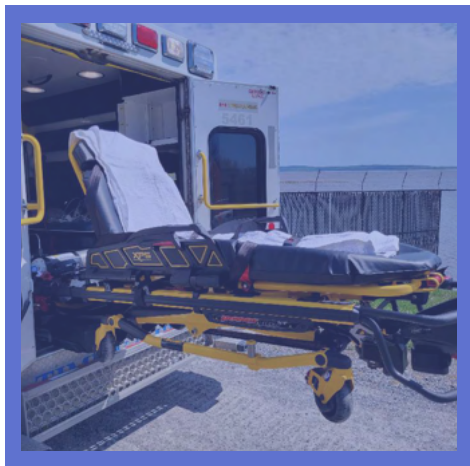
CONTACT US

NORTH OFFICE

29 Duncan Ave. N.
Kirkland Lake, ON P2N 3H7
705-567-9366

SOUTH OFFICE

290 Armstrong St. N.
New Liskeard, ON P0J 1P0
705-657-7447



SOCIAL MEDIA:

Facebook: facebook.com/DTSSAB

Twitter: twitter.com/DTSSAB

Instagram: instagram.com/dtssab/?hl=en

Keepers of the Circle



5 Year Strategic Plan Overview 2022



Agenda

1. Key Accomplishments 3
2. Moving Forward. 4
3. Priority Actions 5
4. Strengthening Local 6
5. Expanding Nationally 7
6. Department Priorities 8 - 22



Key Accomplishments

25	Years in Operation
35+	Communities Reached
1000	Community Members Reached Through Mino M'shki-ki
174*	Children Reached Through Daycare
84	Employees
630* *	Indigenous women trained
76%	Indigenous women obtained employment after completing training
51+	Partners

Foundation for Sustainability (2015)
10.5/11 Goals Met

Journey Together (2017)
20/31 Goals Met



Moving Forward

Our goal is to ensure that Indigenous communities are equipped for sustained, long-term development and are resilient to any upcoming challenges and adversity they may face.

- ❖ We are mandated to **highlight and support the leadership role Indigenous women fulfill in building resilient Indigenous communities** across Ontario, in Canada and globally.
- ❖ To do so, we will offer broader and deeper programming across the lifecycle and expand partnerships to pool resources.



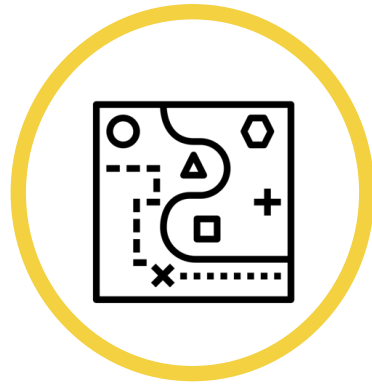
Priority Actions

- ❖ Strengthening the Board of Directors
- ❖ Strengthening the Council of Wisdom Keepers
- ❖ Succession Planning
- ❖ Expanding the Training Centre
- ❖ Expanding Partnerships
- ❖ Establishing Social Enterprises
- ❖ Establish Long-term Financial Stability and Expand Funding



Strengthening Local

As training and work is scaled to other regions, Keepers of the Circle recognizes the need for local capacity within communities to support successful outcomes for community members. Keepers of the Circle will prioritize recruiting a local partner, facilitator, and/or Elder with each distinct community training cohort.



Secure funding for
community mapping
efforts



Recruit and hire staff to
take on a community
liaison role



Expanding Nationally

Keepers of the Circle is strongly positioned to expand their work throughout Northern Ontario as well as other provinces and territories. As Keepers of the Circle builds on their work in different communities across the country, they will share their insights and best practices when looking to support capacity building of local organizations and communities.



Establish strong partnerships (MOU/legal partnership agreements) nationally to strengthen network and effectively recruit from local communities and deliver projects

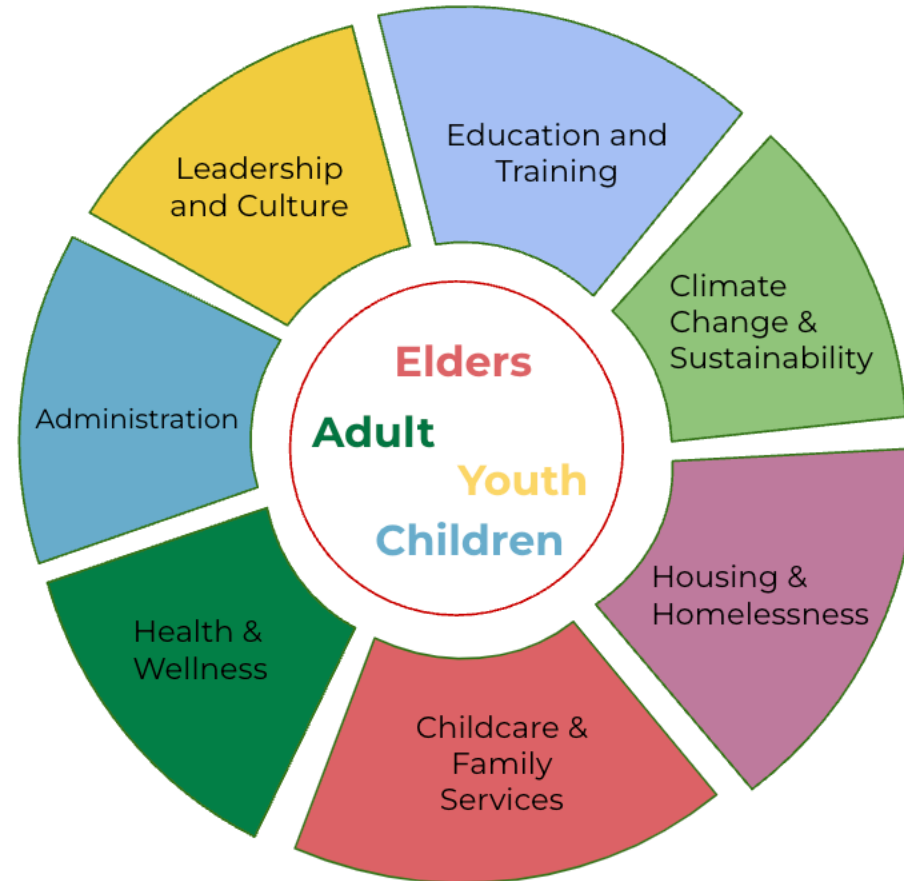


Focus funding applications to have a national scope



Department Priorities

In 2021, Keepers of the Circle established 7 departments to support the expansion of activities and improve financial management of the organization.



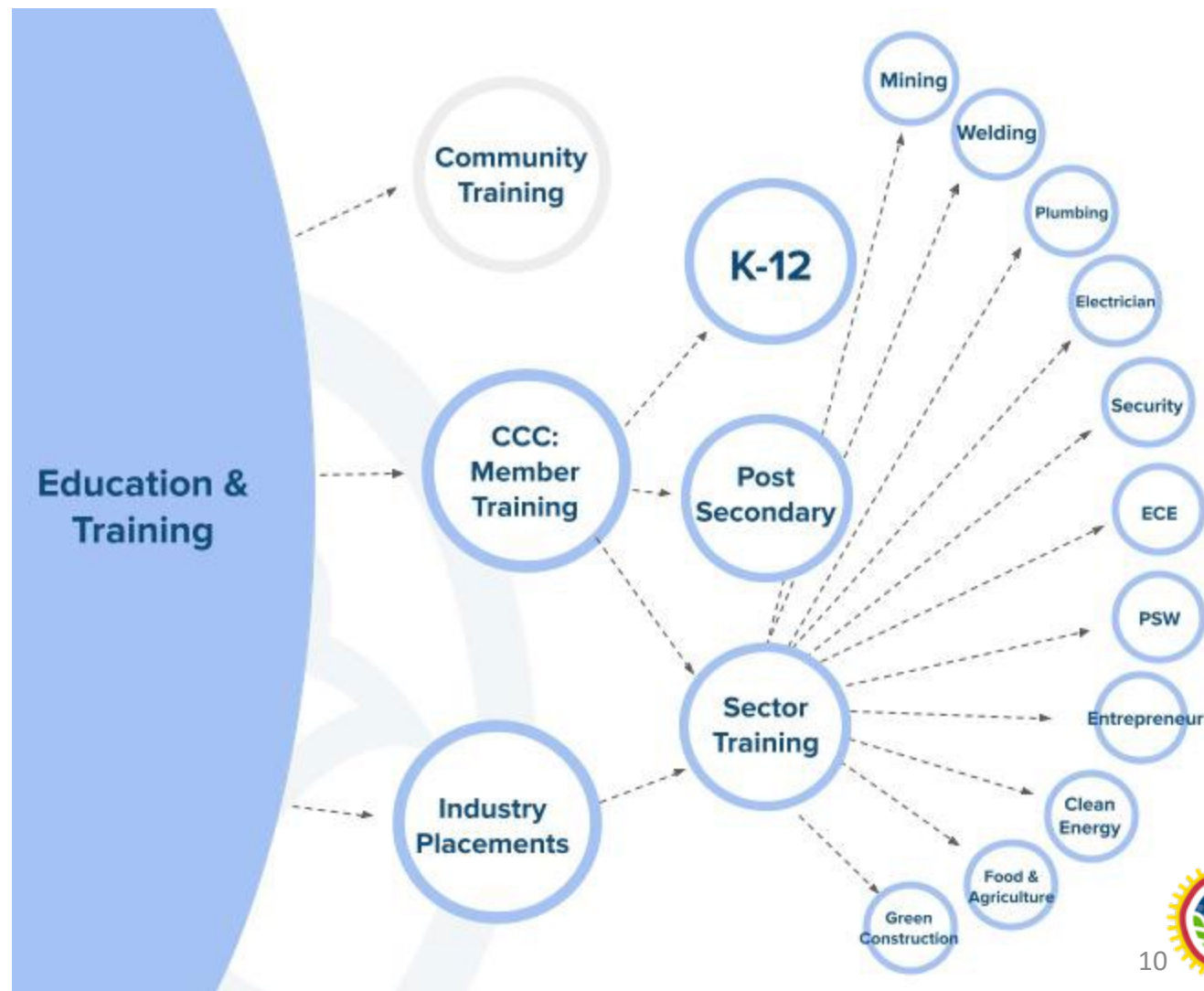
Leadership and ...Culture.....

- ❑ Establishing a committee that will monitor and assess Keepers of the Circle's departments to ensure that Indigenous worldviews are **at the forefront of activities**
- ❑ **Revitalize local Indigenous languages** (Ojibwe, Algonquin, and Michif) for both staff and members
- ❑ **Strengthen the role of Wisdom Keepers** and youth within our organization



Education and Training

- ❑ Moving forward with a distinction-based approach, Keepers of the Circle will be expanding **CCC** training to other provinces and territories. This will require **localized adaptation of material** along with partnership with communities to recruit local facilitators and Elders to ensure that communities receive localized and relevant teachings.
- ❑ **Expand CCC training** to other provinces and territories and extend reach to isolated and remote communities
- ❑ Build capacity internally to provide **on-call support and 24/7 support services** for training participants
- ❑ Enroll and deliver the CCC program to **380 Indigenous women** nationally



Education and Training

Mining

- ❑ Redefine industry partnerships and partner contributions through written agreements and expectations
- ❑ Secure industry partnership contributions to be able to extend the impact of programming → create a stream that ensures industry support
- ❑ Have 80% of Indigenous participants who are streamed into mining secure employment after placement



Education and ...Training.....



Early Childhood Education & Personal Support

- ❑ Train 30 Indigenous women, men, and gender-diverse people to become community support workers (both early childhood educators and personal support workers)
- ❑ Develop an apprenticeship program at Keepers of the Circle's Daycares



Education and Training

Clean Energy

- ❑ Train 40 Indigenous women to become certified energy auditors using funding provided by NRCAN Greener Homes Initiative (2 years)
- ❑ Establish a training curriculum around green and renewable energy
- ❑ Integrate green technologies and renewable energy sources into the Keepers of the Circle buildings
- ❑ Begin to build and invest in a social enterprise of Indigenous women-led energy auditors in connection with the Keepers of the Circle Green Construction team



Education and Training

Entrepreneurship

- ❑ Establish a formal entrepreneurship curriculum to support long-term outcomes for Indigenous participants and support entrepreneurial ventures
- ❑ Support the incubation of 5 Indigenous women-led businesses
- ❑ **Map out local resources** to support Indigenous entrepreneurs and the development of their businesses
 - ❑ Focus on highlighting Indigenous suppliers and procurement to support the local Indigenous economy



Education and Training

Food and Agriculture

❑ Develop food training curriculum

- ❑ Note: the journey and development of the food forest should be documented to support training and marketing materials that will share the story and uplift the direction of food and agriculture that Keepers has taken

❑ Incorporate food grown at the Keepers of the Circle sites into onsite programming (Mino M'shki-ki, Daycare, and Training Centre)

- ❑ Scale to create a food forest on the Mill Creek Cultural Grounds
- ❑ Begin engagements in multigenerational conversation beyond food to address land access, use, and reclamation
- ❑ Integrate cultural teachings about food **across all programs and cultural activities** offered by Keepers of the Circle



Education and Training

Green Construction

- ❑ **Begin 5 green construction projects** (retrofit or new build)
- ❑ Develop an Indigenized green building curriculum
- ❑ Depending on funding, establish an **Indigenous green construction social enterprise** that has Indigenous women building and owning their own homes
- ❑ Establish pathways for participants to pursue trades within green construction (electrical, plumbing) through both apprenticeship and formalized training/schooling



Education and Training

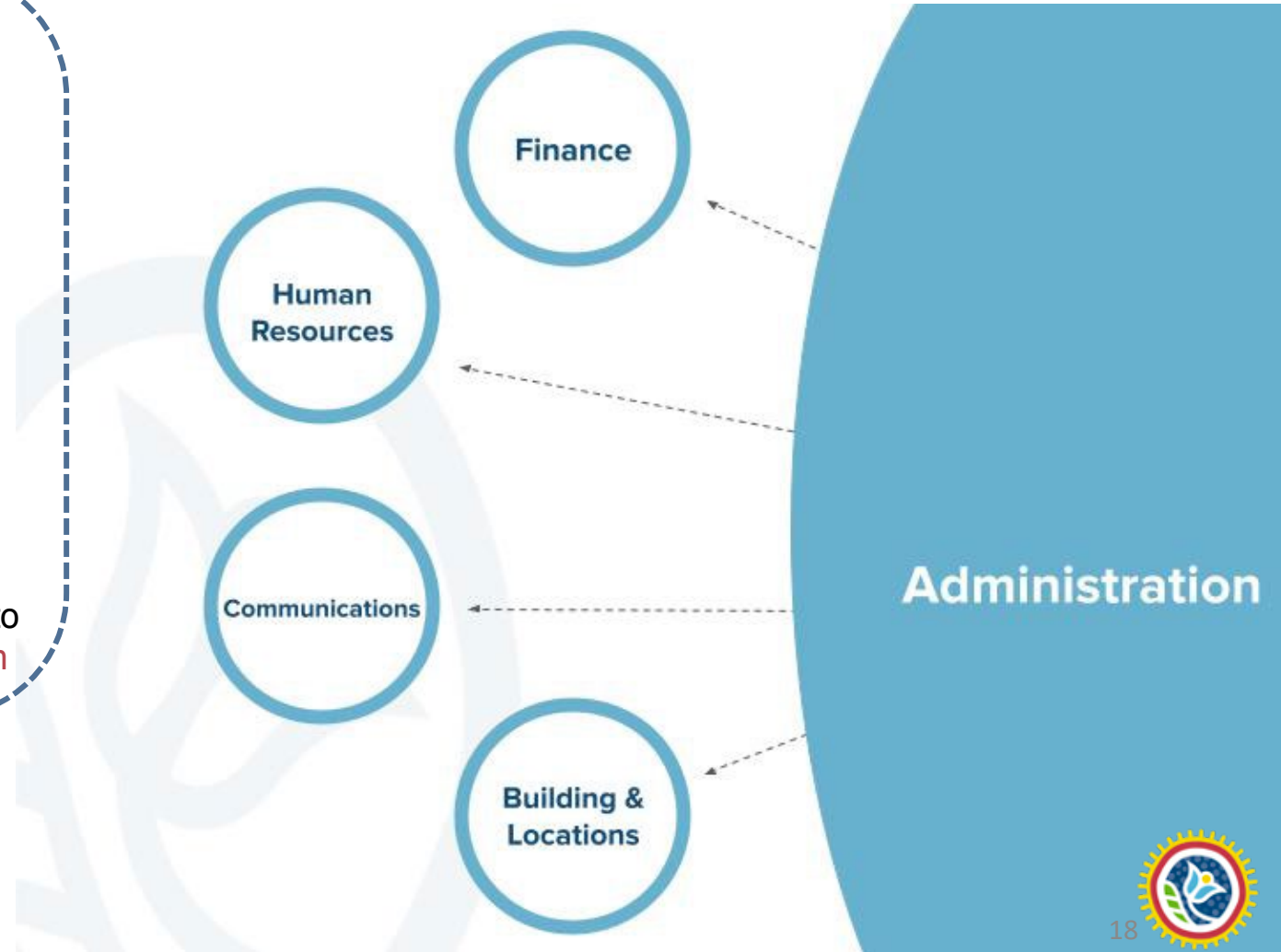
Green Construction

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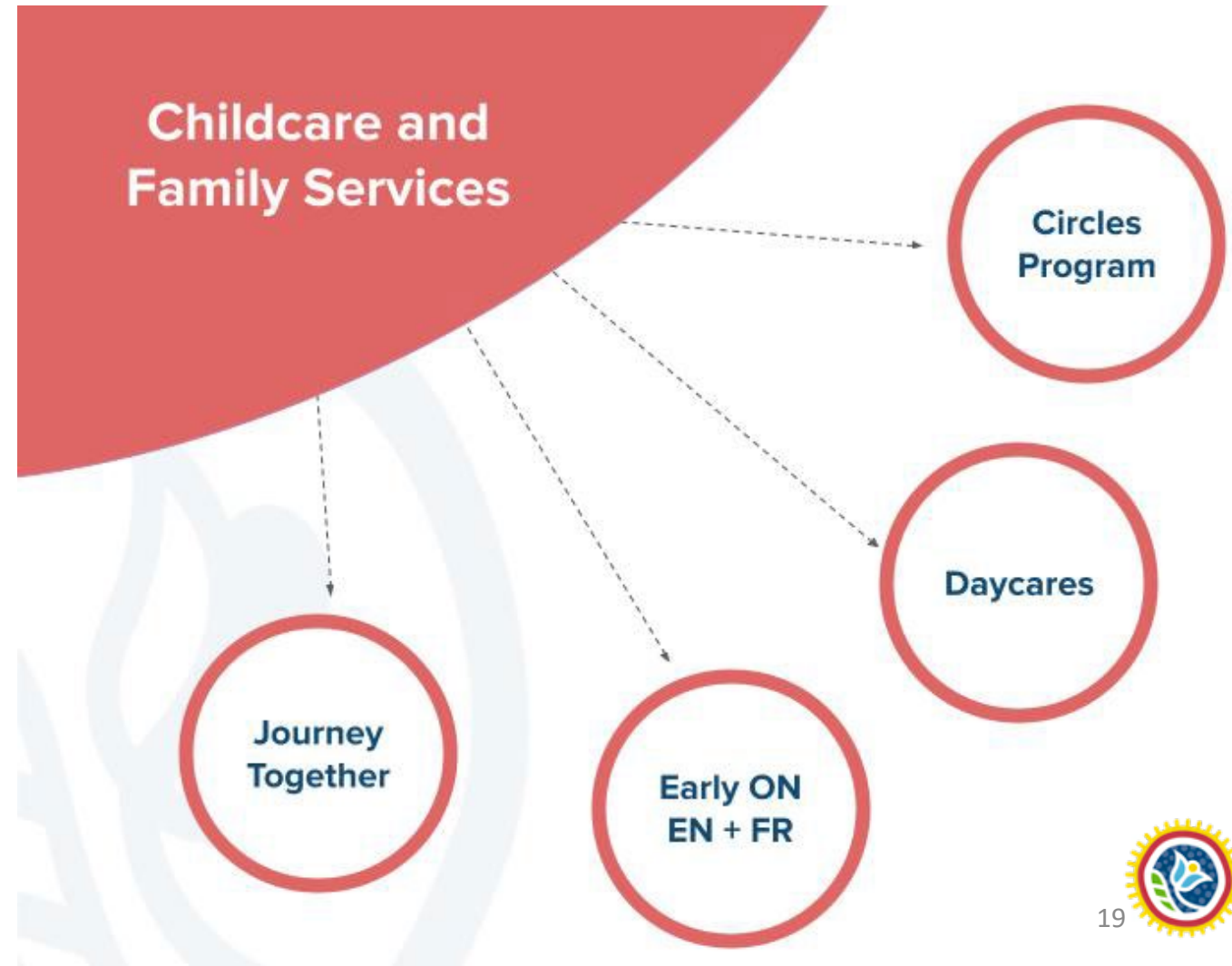
Administration

- ❑ Expand Keepers of the Circle's locations to 1) the old Pinegar land, 2) the Charlton Sustainability Hub, 3) the neighboring house/lot next to the Kirkland Lake Hub
- ❑ Strengthen branding of materials across all training programs and partnership development to ensure a cohesive voice and messaging
- ❑ Begin to develop the 'story of Keepers' through documentaries and photo journals
- ❑ Establish a roadmap for the hiring process (recruitment, job postings, interviews, etc.)
- ❑ Develop a plan to reinforce Keeper's Indigenized approach in the workplace
- ❑ Decide and begin the steps to create an alternative funding stream (diversification of revenue streams) to provide financial sustainability and support long-term staff and organizational capacity



Childcare and Family Services

- ❑ Increase the number of Indigenous children that are accessing our services (**target: over 50%**)
- ❑ Implement pathways to further ensure Indigenous worldviews and practices are incorporated into our centres, staff training, and activities.
- ❑ **Build up a stock of diverse home-based daycares** that can offer childcare in addition to institution-based daycare
- ❑ Provide **on-the-land schooling** (forest schools)
- ❑ Move forward on **expanding our childcare and early childhood education services** to deliver jr. and sr. kindergarten programming



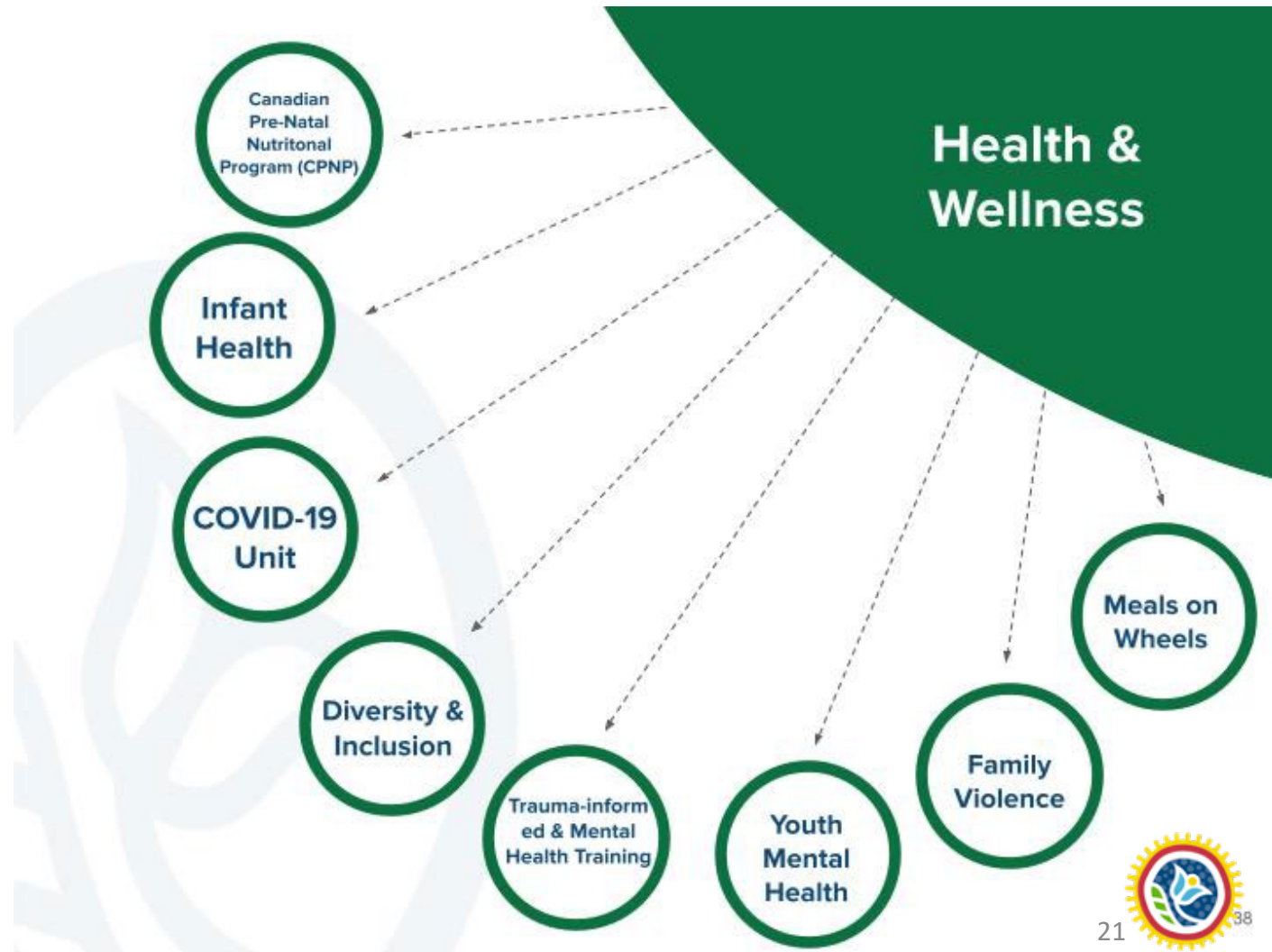
Housing and Homelessness

- ❑ Establish and own units for transitional housing and shelter for Indigenous women, gender-diverse peoples, and youth fleeing violence
- ❑ Enact policy change in recognizing residents at second-stage shelters under RTA and policy to support Indigenous Housing Rights
- ❑ Explore and operate Indigenous women-led housing ownership models, including land trusts and housing co-ops to decolonize housing systems and models



Health and Wellness

- ❑ Increase advocacy efforts and initiatives for Indigenous Peoples
- ❑ Deliver an Indigenous Mental Health Strategy
- ❑ Partner on initiatives (research and delivery) to support anti-Indigenous racism and discrimination
- ❑ Increase involvement and partnership on initiatives with the Mino M'shki-ki Indigenous Health Team



Recap: Priority Actions

Our goal is to ensure that Indigenous communities are equipped for sustained, long-term development and are resilient to any upcoming challenges and adversity they may face.

- ❖ Strengthening the Board of Directors
- ❖ Strengthening the Council of Wisdom Keepers
- ❖ Succession Planning
- ❖ Expanding the Training Centre
- ❖ Expanding Partnerships
- ❖ Establishing Social Enterprises
- ❖ Establish Long-term Financial Stability and Expand Funding



Keepers of the Circle



Thank you!



From: [Kelly Conlin](#)
To: [Kelly Conlin](#)
Subject: FW: BIA meeting
Date: Tuesday, August 2, 2022 4:14:07 PM

From: **Christine Benn**

Date: Tue, Jul 19, 2022 at 11:37 AM

Subject: Re: BIA meeting

To: BIA New Liskeard <bianewliskeard@gmail.com>

It is with sadness that I must resign from the BIA as I will no longer be working for the Speaker as of Aug 1st. My journey is taking me to Haileybury. I have enjoyed my time working with you and the BIA. I will inquire here at the office if there is someone else who would like to take my spot.

Christine Benn



**TEMISKAMING SHORES POLICE SERVICES BOARD
JULY 25, 2022 REGULAR BOARD MEETING**

FEDERAL BAIL REFORM

Resolution No. 2022-011

Moved by: Danny Whalen

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board endorses the Support for Requests by Toronto Police Services Board Related to Federal Bail Reform letter and supports any motions brought forward by The Federation of Northern Ontario Municipalities; and further that the letter be sent to Council for their consideration of a resolution of support.

CARRIED

Certified true copy



Rebecca Kirkey
Board Secretary

Ontario Association of Police Services Boards
180 Simcoe St, London, ON N6B 1H9
oapsb@oapsb.ca
1-800-831-7727

June 7, 2022,

The Honourable David Lametti
Minister of Justice and Attorney General of Canada
6023 Monk Blvd. Montréal, Quebec
H4E 3H5

The Honourable Marco Mendicino
Minister of Public Safety
Confederation Building, Suite 203
House of Commons Ottawa, Ontario
K1A 0A6

Dear Minister Lametti and Minister Mendicino:

RE: SUPPORT FOR REQUESTS BY TORONTO POLICE SERVICES BOARD RELATED TO FEDERAL BAIL REFORM

“The need for evidence-based bail reform”

Please accept this letter as formal endorsement by the Ontario Association of Police Services Boards, for the legislative proposals for bail reform advanced to you by the Toronto Police Services Board on May 25, 2022.

The requested legislative changes communicated to you by Toronto Police Services Board Chair Jim Hart and Executive Director Ryan Teschner are both thoughtful and measured. The comprehensive report provided to them by Chief of Police, James Ramer, outlined the significant collaborative initiatives within the city designed to prevent gun violence through proactive interventions and improved investigative outcomes. It also acknowledged the small portion of the population where proactive and early intervention strategies have proven to be unsuccessful in deterring their engagement in violent gun crimes. It is in response to this high-risk segment of the population that the Toronto Police Services Board seeks changes to federal legislation that would;

- Require that Bail Hearings for the most serious firearm offences be heard by a judge of the Ontario Court or Superior Court, clearly conveying Parliament’s view of the seriousness of these offences (and their impact on the public) as well as reflecting the views and concerns of the public about these incidents
- Add an additional route to First Degree Murder under Section 231 of the *Criminal Code*, by including death resulting from the discharge of a firearm in a congregate setting; this would act as a strong deterrent, clearly express society’s disapprobation of such conduct and help

- maintain public confidence in the justice system; and
- Increase parole ineligibility to 2/3 of an individual's custodial sentence, for any offence where the court finds that the offender discharged a firearm in a congregate setting (including those who are found to be parties to such offences).

We recognize that the complexities of the issues impacting community safety and wellbeing require a collaborative multi-sector commitment to be successful. This is no exception. Emergency services, community services, health services, local councils, provincial governments and the federal government need to recognize the crucial role each plays in the collective effort to make each of our communities safe.

Toronto Police Services Board is asking for this reform, because the tools currently available to the police and their partner agencies have been in-effective at preventing tragic events within the city. We applaud the Toronto Police Services Board and the Toronto Police Service for their leadership on this issue. This issue is not isolated to the City of Toronto, it impacts all communities.

As the leading voice for police governance in Ontario, we encourage you to prioritize the Toronto Police Services Boards proposed legislated changes related to Federal Bail Reform.

Yours truly,

A handwritten signature in black ink, appearing to read 'Patrick Weaver'.

Patrick Weaver
Chair, OAPSB

A handwritten signature in black ink, appearing to read 'Lisa Darling'.

Lisa Darling
Executive Director, OAPSB

cc:

Deputy Minister Di Tommaso

Jamie McGarvey, President Association Municipalities Ontario (AMO)

Chief Nishan Duraipppah, President Ontario Association Chiefs of Police (OACP)

Jim Hart, Chair, Toronto Police Services Board

Ryan Teschner, Executive Director and Chief of Staff, Toronto Police Services Board

Bill Clancy, Executive Director, Durham Regional Police Services Board

Jennifer Malloy, Executive Director, Canadian Association of Police Governance (CAPG)

Board of Directors & Members Ontario Association of Police Service Boards (OAPSB)

Subject: Proclamation Request - International Overdose Awareness Day August 31, 2022

On behalf of the Timiskaming Drug and Alcohol Strategy

International Overdose Awareness Day is the world's largest annual campaign to end overdose, remember without stigma the lives lost to substance use, and acknowledge the grief of family and friends left behind. This annual campaign on August 31st spreads the message about the tragedy of drug overdose death and that drug overdose is preventable. The Timiskaming Drug and Alcohol Strategy (TDAS) is participating in this campaign to promote the local events taking place in Timiskaming.

The Steering Committee of the TDAS is requesting that August 31st, 2022 be proclaimed International Overdose Awareness Day. Please see the attached template, inclusive of local data, for your consideration."

Thank you kindly,

Megan McBride (she/her)
Coordinator | Timiskaming Drug and Alcohol Strategy
Health Promoter
Timiskaming Health Unit
mcbriedem@timiskaminghu.com
705-465-4895



Shop



Eat



Play

Minutes

April 11, 2022

5:00 PM.

Community Centre

Present: Jeff Laferriere, Gayle McNaughton, Suzanne Othmer, Sharren Reil, James Frank,

Regrets: Christine Benn

1.0 CALL TO ORDER:

5:05

2.0 ROLL CALL:

See above

3.0 APPROVAL OF AGENDA:

Add 8.4 Highway signage, Moved by Suzanne and seconded by Jeff. **Carried**

4.0 DISCLOSURE OF PECUNIARY INTEREST OR GENERAL NATURE: None

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES: March 21, 2022

Jeff motioned to approve the minutes, seconded by Suzanne. **Carried**

6.0 COORDINATORS REPORT:

Hydro One request for flag brackets on poles submitted, I bought small eggs for the bunny to hand out, Quantum Express wants a bench, I have assisted Chrissy in contacting businesses for reels. The rest is covered in items on the agenda.

7.0 BUSINESS FORWARD: BIA PLAN AND DIRECTION FOR THE COMING YEAR UPDATE:

- I spoke to Brad about fixing the speakers and he will get to it when he can
- contact city about how to request a Pride crosswalk
- I have called Hydro One twice with my request number and no one has returned my call yet. Ongoing.
- I have not had a chance to price out banners yet.
- I need to contact an electrician about tree/pole lights

7.1 EASTER HOP:

Sharren is to contact the Speaker about pictures for the Hop and then the presentation of the gift certificates. The board was presented with the email from Bea at the Match Factory about the need for a crossing OPP guard at the bottom of the bridge for the Easter Hop. Motion to approve up to \$400.00 for the OPP to do so moved by Jeff and seconded by Suzanne. **Motion carried.** Sharren will contact and arrange with the OPP office.

7.2 HASHTAG PROJECT CONTRACT AND UPDATE:

Sharren is to contact Chrissy about why there is only one reell per week being posted. We discussed the fact that Chrissy does not have a contract. She forwarded an example of her contracts for her Social Media company and Sharren will rework it to reflect this contract. Motion to approve a contract for Chrissy moved by Gayle and seconded by Suzane. **Motion carried.** Sharren will send the board the draft contract before it is signed.

7.3 BOARD RECRUITMENT:

The City is running our request for board members. Sharren will continue to reach out to businesses and Andrea will follow up with the new business he is in contact with. Ongoing.

7.4 BUMP-OUTS:

Sharren will contact all the restaurants once the Hop is done. They will be installed the Monday after the May long weekend.

8.0 NEW BUSINESS: PRIDE CROSSWALK:

Sharren has spoken to the TDSS LGBTQ + group and they are interested in designing the rainbow. Sharren is to send a letter to Logan about how to proceed with council.

8.1 SUMMER FAMILY DAY/BAR-B-QUE, TALE GATE PARTY:

We discussed the possibility of a bar-b-que and street sale this summer. We discussed the possibility of June 18th. Sharren is to contact the business to see what they think.

8.2 COVID-19 RECOVERY COORDINATORS REPORT:

\$70,000 has been spent with the Business Recovery Program. There is a new grant of \$2,400 coming soon for tech and computer items.

8.3 BILLBOARDS:

Sharren presented the invoices she finally received from Zolton. The board will pay the ones from highway 11, but James wants to explore the details of the contract on the highway 65 ones. Sharren will update Zolton, submit the invoices we will pay now to the city, and cc James on all correspondence with Zolton. Motion to pay the highway 11 billboard invoices moved by Suzanne and seconded by Jeff. **Motion carried.**

9.0 ADJOURNMENT AND DATE OF NEXT MEETING:

Motion to adjourn by Gayle.. The next meeting will be May 30 at 5:00 P.M. at the Community Centre.

Minutes

May 16, 2022

5:00 PM.

Community Centre

Present: Jeff Laferriere, Gayle McNaughton, Suzanne Othmer , Sharren Reil, James Franks, Kevin Leveille,
Andrea Brock

Regrets: Christine Benn

1.0 CALL TO ORDER:

5:04

2.0 ROLL CALL:

See above

3.0 APPROVAL OF AGENDA:

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

4.0 DISCLOSURE OF PECUNIARY INTEREST OR GENERAL NATURE: None

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES: April 11, 2022

Jeff motioned to approve the minutes, seconded by Suzanne. **Carried**

6.0 COORDINATORS REPORT:

A letter was sent to the Mayor and Council in regard to the Tap That request for a road closure and the proposed Pride Crosswalk. There was only 8 responses to the email on ideas for summer events. I have a contact with the OPP now and we should not have to pay for crossing guards in the future. I am still trying to contact Hydro One in regard to poles. James has spoken to Zolan in regard to the highway signs and has some clarification.

7.0 BUSINESS FORWARD: BIA PLAN AND DIRECTION FOR THE COMING YEAR UPDATE:

- Sharren will send a letter to the City requesting the downtown speakers get fixed
- we need a long term plan in regard to sidewalks, plugs, trees, banners, and roadways.
- Andre is walking the downtown area and making a map with every pole, tree, bench, etc for future planning and reference.

7.1 EASTER HOP:

We had 101 filled out stamp pages submitted! The Speaker ran two pictures in the Weekender. The winner was also covered by the Speaker.

7.2 HASHTAG PROJECT CONTRACT AND UPDATE:

Sharren will draft a letter to Chrissy about the lack of reels and the problems owners are having in regard to communication with her.

7.3 BOARD RECRUITMENT:

Ongoing.

7.4 BUMP-OUTS:

No takers for the second one this year.

7.5 HIGHWAY SIGN INVOICES:

James was able to show that the city owned one of the spots, so we have been given a credit on the bill. The invoices have gone to the city.

8.0 NEW BUSINESS: PRIDE CROSSWALK:

Sharren will contact TDSS and find out who was working on this before COVID hit.

8.1 EASTER HOP OPP STREET CROSSING:

Gayle asked Sharren to contact the OPP to see if we can book in 2023 now.

8.2 SIDEWALK SALE/BAR-B/QUE:

We are not doing anything on the 18th due to the fundraiser on the 11th but we will dress-up downtown to bring some of the car show attendees downtown. Motion to purchase balloons moved by Gayle and seconded by Jeff. **Motion carried**

8.2 COVID-19 RECOVERY COORDINATORS REPORT:

\$70,000 has been spent with the Business Recovery Program. There is a new grant of \$2,400 coming soon for tech and computer items.

8.3 BALLOONS FOR JUNE 11:

Motion to purchase balloons moved by Gayle and seconded by Jeff. **Motion carried**

9.0 ADJOURNMENT AND DATE OF NEXT MEETING:

Motion to adjourn by Gayle.. The next meeting will be May 30 at 5:00 P.M. at the Community Centre.



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, June 15th, 2022, at 5:30 PM via Zoom Videoconference

Present: Derek Mundle (Chair), Jesse Foley, Doug Jelly, Patrick Adams, Ian Macpherson, Clifford Fielder, Pat Kiely, Sharon Gadoury-East, Airianna Leveille

Staff: Corey Mackler – Information Technology Manager, Janice Loranger – Director of Finance, Lyne Labelle – Housing Services Manager, Steve Cox – Housing Maintenance Supervisor, Louanna Lapointe- Ontario Works Manager, Michelle Caron – Communications and Executive Coordinator (Recorder)

Absent: John McCarthy – Chief of EMS, Mark Stewart - CAO

Guests: Darlene Wroe – The Speaker, Arlene Hache – Keepers of the Circle, Carol McBride – Keepers of the Circle

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

1.0 Land Acknowledgment

2.0 Disclosure of Pecuniary Interest

Nil

3.0 Petitions and Delegations

Nil

4.0 Acceptance/Additions to Agenda

Resolution 2022-62

Moved by Doug Jelly and seconded by Sharon Gadoury-East

THAT the agenda of the regular meeting of the Board held on June 15th, 2022, be accepted as amended, removal of 6.1, to be added at the July 20th, 2022, meeting.

Carried.

5.0 Adoption of Previous Minutes – May 18th, 2022, Regular Meeting of the Board

Resolution 2022-63

Moved by Clifford Fielder and seconded by Ian Macpherson

THAT the minutes of the regular meeting of the Board held on May 18th, 2022, be approved as presented.

Carried.

6.0 Business Arising from the Minutes

Nil

7.0 New Business

7.1 Keepers of the Circle – Presentation of Services

This item was presented by Arlene Hache and Carol McBride from Keepers of the Circle for information.

7.1 Appointment of 2022 TWOMO Election Returning Officer

Resolution 2022-64

Moved by Airianna Leveille and seconded by Doug Jelly

THAT the Board approves a mileage rate increase of \$0.65 per km effective July 1st, 2022. This rate will be reassessed based on future fuel prices.

Carried.

7.2 Mileage Rate Increase

Resolution 2022-64

Moved by Patrick Adams and seconded by Jesse Foley

THAT the Board appoint Don Studholme as Returning Officer for the 2022 Territories Without Municipal Organization Election.

Carried.

8.0 CAO Update

This report was prepared by CAO, Mark Stewart, for information.

9.0 In-Camera

Resolution 2022-65

Moved by Sharon Gadoury-East and seconded by Clifford Fielder

THAT the Board move into in-camera session at 6:17 PM.

Carried.

10.0 Return to Regular Session

Resolution 2022-66

Moved by Jesse Foley and seconded by Doug Jelly.

THAT the Board resolve to rise from the in-camera session and reconvene with the regular meeting of the Board without report at 6:39 PM.

Carried.

11.0 Adjournment/Next Meeting

Resolution 2022-67

Moved by Jesse Foley and seconded by Patrick Adams

THAT the Board meeting be hereby adjourned at 6:39 PM

AND

THAT the next regular meeting of the Board be held on September 21st, 2022, or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:


Derek Mundle, Chair

July 20th, 2022

Date

Recorder: Michelle Caron

1.0 CALL TO ORDER

The meeting was called to order at 9 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor George Othmer, Town of Cobalt Councillor Pat Anderson, Town of Cobalt Mayor Carman Kidd John Telfer, City Manager Mitch McCrank, Manager of Transportation Stephanie Leveille, Treasurer Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2022-017

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee agenda for the July 4, 2022 meeting be approved as printed.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2022-018

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee minutes for the May 30, 2022 meeting be adopted as printed.

CARRIED

7.0 CORRESPONDENCE/INTERNAL

None

8.0 UNFINISHED BUSINESS

None

9.0 NEW BUSINESS

a) Transit Update

There are still only two busses running and three are waiting on parts. During the month, there was a point where four busses were out of service. There have been a lot of calls from passengers. Part of the 2023 budget will be to include a new bus purchase to try and alleviate the transportation issues.

10.0 CLOSED SESSION

Recommendation TC-2022-019

Moved by: Mayor Carmon Kidd

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 9:14 a.m. to discuss the following matters:

- Under Section 239 (k) of the Municipal Act; a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Contract Negotiations

CARRIED

Recommendation TC-2022-020

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee rise without report at 10:00 a.m.

CARRIED

11.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for August 10, 2022 at 9:00 a.m.

12.0 ADJOURNMENT

Recommendation TC-2022-021

Moved by: Councillor Pat Anderson

Be it resolved that:

The Transit Committee meeting is adjourned at 10:02 a.m.

CARRIED



TEMISKAMING SHORES POLICE SERVICES BOARD

MINUTES

JULY 25, 2022 AT 1:00 P.M.

COUNCIL CHAMBERS

1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:00 p.m.

2. ROLL CALL

PRESENT: Board Chair Doug Jelly
Board Members Tyler Twarowski, Danny Whalen, Jeff Davis

ALSO

PRESENT: Inspector Joel Breult, O. P. P. – Detachment Commander
Rebecca Kirkey, Board Secretary

REGRETS: Monique Chartrand

MEMBERS OF THE PUBLIC PRESENT: 0

3. ADDENDUM / ANNOUNCEMENTS

None

4. APPROVAL OF AGENDA

Resolution No. 2022-009

Moved by:

Seconded by:

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as amended.

New Business item 11 c) OPP Questionnaire/Survey added

CARRIED

5. PRESENTATIONS/DELEGATIONS

None

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7. APPROVAL OF MINUTES

- a) Regular Police Services Board Meeting – April 25, 2022

Resolution No. 2022-010

Moved by: Jeff Davis

Seconded by: Tyler Twarowski

Be it resolved that the minutes of the Temiskaming Shores Police Services Board meeting held on April 25, 2022 be approved as printed.

CARRIED

8. COMMUNICATIONS

- a) Support for Requests by Toronto Police Services Board Related to Federal Bail Reform

Received: June 7, 2022

Reference: Received for Information

Currently bail hearings are heard by a Justice of the Peace. The purpose of this request is to change the process so Judges would hear more serious bail hearing and hopefully apply stricter guidelines to limit repeat offenders.

Resolution No. 2022-011

Moved by: Danny Whalen

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board endorses the Support for Requests by Toronto Police Services Board Related to Federal Bail Reform letter and supports any motions brought forward by The Federation of

Northern Ontario Municipalities; and further that the letter be sent to Council for their consideration of a resolution of support.

CARRIED

- b) By-law 2022-113 Being a by-law to adopt the Temiskaming District Community Safety and Well Being Plan.

Received: June 21, 2022

Reference: Received for Information

The City supports improving the safety and well-being of Timiskaming District. The plan focusses on health and well being, housing, employment and economy, addressing poverty, community safety, environment and sustainability.

9. OPP BUSINESS

- a) OPP Temiskaming Detachment Report:

- April – June 2022

There were no public complaints during this timeframe. The total cruiser patrol hours was 1368.25. Constable Kevin Adams, Pete Beaudry, and Wayne Brunke all received 20 year medal awards. There was a high speed chase involving 2 individuals from Hamilton who broke into residents' vehicles and headed south on Highway 11. Police were able to reprimand the individuals by catching them in Latchford with a spike belt. There was one fatality in April on Highway 11 and Highway 11b. The transport failed to stop at a stoplight, crashing into the other vehicle. The public has written many letters to police to try and prevent these types of collisions. Police agree that the MTO should be lowering the speed in these areas. The accidents may still happen, but it should lessen the impact of injuries.

Resolution No. 2022-012

Moved by:

Seconded:

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the April-June, 2022 OPP Temiskaming Detachment Reports.

CARRIED

10. UNFINISHED BUSINESS

- a) Police Service Board - OPP Detachment Board update-Email

The committee will request that Chris Oslund continue working on these issues as he has been following up with the contacts.

11. NEW BUSINESS

- a) 2022 OAPSB Spring Conference

May 25 was the OAPSB Spring Conference. Doug attended in person, Tyler virtually. There were many good guest speakers. Topics covered included inclusivity, equity, and human trafficking. This is a problem in Temiskaming Shores and cyber safety for youth needs to be promoted.

- b) OAPSB Board of Directors Report - Doug Jelly

The motion requesting an additional position for the north was granted. For future committees, board members will need to take part in more training. A new position has been created, the Inspector General, who will visit the boards periodically.

12. BY-LAWS

None

13. CLOSED SESSION

None

14. SCHEDULE OF MEETINGS

- a) Regular Police Services Board meetings for 2022 are as follows:

- Monday, October 17 – 1:00 PM, Council Chambers, City Hall

15. ADJOURNMENT

Resolution No. 2022-013
Moved by: Danny Whalen
Seconded by: Jeff Davis

POLICE SERVICES BOARD MINUTES

July 25, 2022

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned at 1:48 p.m.

CARRIED

CHAIR

SECRETARY

1. CALL TO ORDER

Meeting called to order at 2:31 P.M.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd Councillor Mike McArthur Matt Bahm, Director of Recreation Maria McLean, Public Appointee (virtually) Jamie Dabner, Public Appointee (virtually) Rebecca Kirkey, Deputy Clerk (Committee Secretary) Abbigail Shillinglaw, Environmental & Sustainability Student
REGRETS:	Paul Cobb, Public Appointee John Telfer, City Manager Councillor Jesse Foley

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CCC-2022-015

Moved by: Jamie Dabner, Public Appointee

Be it resolved that:

The Climate Change Committee agenda for the July 14, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CCC-2022-16

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee minutes for the June 21, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

None

8. UNFINISHED BUSINESS

a) GHG Inventory Update

A portfolio is currently being worked on for the GHG Inventory.

b) Climate Lens Update

Climate Lens will be integrated into all municipal projects in the future. There will be a report for staff to submit with their project proposals. Staff will create a fillable form and assist management with accurately completing it.

c) GHG Reduction Opportunities

The City's biggest contributors to Green House Gas Emissions are the arenas in New Liskeard and Haileybury, the Pool Fitness Centre and the Public Works Building. There is a lot of natural gas usage at City Hall as well. The committee should review which buildings are heated with natural gas and if they could potentially be switched to electric heat. Staff will develop a plan to reduce Green House Gas Emissions.

9. NEW BUSINESS

a) Google Sustainability Data

No data has been collected for our municipality yet. Currently, Google has focused on larger areas. Staff will continue to review and provide updates.

10. MEETING SCHEDULE

- August 18, 2022 @ 2:30pm

11. ADJOURNMENT

Recommendation CCC-2022-017

Moved by: Councillor Mike McArthur

Be it resolved that:

The Climate Change Committee meeting is adjourned at 3:15 p.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 11:01 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Danny Whalen (Chair) Councillor Doug Jelly John Telfer, City Manager Matt Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Mayor Carman Kidd Paul Allair, Superintendent of Parks and Facilities

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition of Closed Session item 10.

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2022-017

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the July 14, 2022 meeting be adopted as amended.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2022-018

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting previous meeting minutes of May 19, 2022 be adopted as presented.

7.0 PRESENTATIONS/CORRESPONDENCE

None

8.0 UNFINISHED BUSINESS

a) New Haileybury Fire Station

Construction has started on the new station and is progressing well. Change order #3 has been signed and returned for \$4,900 and includes installation of water and electrical hookups for the fire department's pressure washer. Change order #4 for \$35,000 is under consideration for redesigning the ditch on the south wall of the building between the firehall and Marty's Auto. A request for a culvert installation instead of a ditch to protect the building from frost is being reviewed. The foundation has been poured and the building is nearing completion. Wall insulation, exterior cladding and interior walls need to be finished. Another change order request will be submitted for the interior wall finish. The roof of the building will last 40-50 years.

b) Don Shepherdson Memorial Arena – Accessibility Project

GNS Enterprises has mostly completed demolition. The project completion should be in October, but it is waiting on a door procurement. There has been issues with the contractor not knowing what to ask suppliers and utilizing our consultant for review of the shop drawings. There has also been issues with the exterior overhang that ties into the building. This project was awarded an additional \$250,000 from FedNor. A recommendation has been sent to council for allocating this funding.

c) PFC Roof Replacement

Designed Roofing will be doing the roof replacement at the Pool Fitness Center. Roof removal has begun and the project is expected to take 8 weeks. The vents from the roof will be removed and reused elsewhere as they are still in good condition. The facility will remain open while the roofing is ongoing, with strict safety measures in place.

9.0 NEW BUSINESS

a) Building Maintenance Department Update

Many projects have been completed since the last meeting. Staff are meeting with TSSA to complete final inspections for the Haileybury Chiller Project. Park fencing was completed with the exception of the Dymond Ball Park and Lions Park in New Liskeard. Additional docks were placed at the boat launch in Haileybury. The fuel pump in Haileybury has been replaced and was very expensive, but should have a long lifespan. The Dog Park in North Cobalt is now complete and open to the public. Rivard Brothers will be replacing the floors at the Pool Fitness Centre this summer.

10. CLOSED SESSION

Recommendation BM-2022-019

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting convene into Closed Session at 11:35 a.m. to discuss the following matters:

Under Section 239 (2) (e) of the Municipal Act, 2001 litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Contract Concerns.

CARRIED

Recommendation BM-2022-020

Moved by: Councillor Danny Whalen

Be it resolved that:

The Building Maintenance Committee Meeting rise without report at 11:50 a.m.

CARRIED

11. NEXT MEETING

The next meeting of the Building Maintenance Committee will be held on August 11, 2022 at 11:00 a.m.

12. ADJOURNMENT

Recommendation BM-2022-021

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:51 a.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:02 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Councillor Danny Whalen John Telfer, City Manager Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Jamie Sheppard, Transportation Superintendent Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Mayor Carman Kidd Darrell Phanuef, Environmental Superintendent

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition of 9a) AMO Delegations

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2022-037

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the July 14, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2022-038

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee minutes for the May 19 and June 9, 2022 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

a) Contract-Loss Revenue Increase Randy Phippen

Phippen Waste Management are requesting a 3.5% increase to their contract, retroactive to January 1, 2022. The request will be taken to the Corporate Services Committee for their approval.

b) Summer Sizzler Request – August 6th, 2022

The Haileybury Dental Office has requested Farr Drive and Main Street to be blocked off for their Summer Sizzler event on August 6th, which includes a car show, so that the vehicles can park along the street. The event will run from 11 a.m. until 6 p.m. The committee agreed this was a reasonable request and would like to support this fundraising event. The committee also noted it was important to double check with emergency services to let them know about these road closures ahead of time.

c) Haileybury Heritage Museum Parade – October 6th, 2022

A request has been made for Meridian, Rorke and Main Street to be closed for the October 6 Great Fire Parade. The Public Works Committee would like to support this road closure request for the parade to follow along Main Street.

8. UNFINISHED BUSINESS

a) New Liskeard Landfill Expansion – Update

August 4 is the tender closing date for the landfill expansion. This would provide adequate winter work for the successful bidder.

b) ICI Water Meter Installation – Update

The water meter installation will be complete at the end of August. Once rates are established, they will be presented to the Corporate Services Committee in September for January 1 implementation.

9. NEW BUSINESS

a) AMO Delegations

Requests for delegations closed on June 30.

b) TYLIN Consultants – Planning as a Service – Road Network Planning

TYLIN is a company who specializes in traffic planning. They create a transportation master plan, which will last for the next 20 years. TYLIN uses data from our current traffic devices in addition with their own sources. They provide recommendations to improve traffic flow in the municipality. The committee agreed this is a great service, but the municipality is not in need of something so advanced at this time.

c) Accessibility Parking Tour

Members from the TSAAC Committee along with staff, participated in a tour around Temiskaming Shores identifying areas that need improvement. Some parking spaces may need to be moved to areas where there is a curb cut. Most intersections were found to be fully accessible. Painting needed to be done on many parking spaces, which will be completed this year.

d) Road Closure Request Example

No update

e) Public Works Update

There were two water breaks within four days. The issue was discovered and rectified. North Cobalt was under a boil water advisory. The response time from the contractor was 4 hours instead of 1 hour to get the issue under control. There will be interviews for the temporary equipment operator position. The tender for winter sand will close this month. The pedestrian crosswalk on Rorke will be improved with an enhanced crossing, signs, and flashing lights. This will cost \$47,000, which is under the budgeted amount. The Radley Hill Paving Project will begin this year with completion into next year. Paving will begin next summer and a base put down for the upcoming winter months. The fleet budget has had two unexpected expenses on graders this year, which has put it over budget. Fuel has also been a huge expense compared to other years.

10. CLOSED SESSION

None

11. NEXT MEETING

The next meeting for the Public Works Committee will be held on August 11, 2022 starting at 9:00 AM.

12. ADJOURNMENT

Recommendation PW-2022-039

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:34 a.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 12:07 P.M.

2. ROLL CALL

PRESENT:	Councillor Jeff Laferriere (Chair) Councillor Danny Whalen Mayor Carman Kidd John Telfer, City Manager Stephanie Leveille, Municipal Treasurer Matt Bahm, Director of Recreation Steve Burnett, Environmental Services Randy Phippen, Phippen Waste Management (presentation only) Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	Shelly Zubycck

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2022-042

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the July 22, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2022-043

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the June 9, 2022 & May 19, 2022 meetings be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

a) Building Maintenance Capital Project Budgets Draft Report- Matt Bahm

The Pool Fitness Centre Roof Replacement Project was budgeted for \$800, 000 in the 2022 budget. Bids received to complete the roof were higher than expected and \$157,000 was transferred from the Working Fund Reserve to make up the \$272, 000 shortfall. The Don Shepherdson Memorial Arena Accessibility Project was budgeted for one million to upgrade the entrance, new flooring, bathrooms, lowered countertops at the ticket and concession areas and a new ventilation system. This project received a \$500,000 grant from FedNor and a \$100, 000 grant from ESDC. The remaining amount was paid by the City. On June 1, 2022 the City received an additional \$250, 000 from FedNor and were notified that they were increasing their contribution. Staff propose the extra funds be allocated towards the New Liskeard Waterfront Paving Project. This project was originally deferred by council when tender amounts were received in May. Staff are also suggesting that the funds originally borrowed from the working fund reserve remain in the reserve.

Recommendation CS-2022-044

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee approve the reallocation of funds in the amount of \$250, 000 from the Don Shepherdson Memorial Arena Accessibility Project, to be used towards the Waterfront Paving Project and support replacing the money borrowed from the Working Fund Reserve.

CARRIED

b) Contract-Loss Revenue Increase Randy Phippen

Phippen Waste Management is requesting a 3.5% increase in payment for their next contract due to rising fuel costs, CPI increase, shop labour, and vehicle costs. If accepted, this increase would be retroactive to January 1, 2022 to cover some of their lost revenue. Phippen Waste Management's current contract excludes a fuel clause. The Corporate Services Committee suggested a more detailed breakdown of cost increases that make up the 3.5% request. The Committee will review the additional information at the next meeting before making a decision.

Randy Phippen left the meeting

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

a) Bell Mobility Lease Agreement-Draft

The Town of Haileybury, through By-law No. 1997-017, entered into an agreement with Bell Mobility to lease the land at the end of Morissette Drive for the purpose of a communication tower. The previous lease rate was \$7,500 per year. The requested new lease rate will be \$8,000 per year plus a 2% increase for each subsequent year in the term for 5 years.

Recommendation CS-2022-045

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agree to enter into a new land lease agreement with Bell Mobility for the Morissette Communication Tower for a term of 5 years commencing on August 1, 2023 at a lease rate of \$8,000, plus a 2% increase for each subsequent year in the term. A By-law will be prepared for this agreement.

CARRIED

b) 9-1-1 Next Generation Agreement-Draft

A new agreement with Bell Canada will replace all existing 9-1-1 agreements that the City currently has for 9-1-1 services. Full integration of the new Next Generation Agreement will commence March 2025.

Recommendation CS-2022-046

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agree to enter into a new agreement with Bell Canada for the Next Generation 9-1-1 Agreement.

CARRIED

c) Waterline Birch Street

A request for purchase of a portion of Birch Street (the unopened road allowance) has been submitted for reconsideration. The property owner at 7 Rorke Avenue, has a shed located on the land and would prefer owning rather than having the existing encroachment agreement (By-law No. 2003-063). The current agreement does not expire

until the shed is demolished or removed or if the by-law is repealed. Staff suggest against selling the property due to the location of the waterline.

Recommendation CS-2022-047

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agree to maintain the current encroachment agreement and keep the existing By-law No. 2003-063 in place.

CARRIED

10. CLOSED SESSION

None

11. NEXT MEETING

The next Corporate Services Committee Meeting will be August 11 at 12:00 p.m.

12. ADJOURNMENT

Recommendation CS-2022-048

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:38 p.m.

CARRIED

TIMISKAMING DRUG AND
ALCOHOL STRATEGY



WHEREAS, the **[NAME OF MUNICIPALITY]** does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of over 4,000 Ontarians* in 2021 together with countless more affected forever^[1]; and

WHEREAS, from January to June of 2022 there have been 7 suspected drug-related deaths compared to 4 deaths during the whole of last year in Timiskaming Health Unit region^[1]; and

WHEREAS, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, our friends, and deserving of our love, compassion and support;

THEREFORE, I, **[NAME OF MAYOR]**, Mayor, do hereby proclaim August 31st, 2022, as Overdose Awareness Day in **[NAME OF MUNICIPALITY]**.

*Represents the number of suspect drug-related deaths as determined from the investigating coroner's preliminary notes and/or the preliminary findings from the autopsy.

^[1] Office of the Chief Coroner for Ontario. Monthly suspected drug-related deaths summary Table, Ontario. Data for 2019 to March 2022 was released July 22, 2022.

Subject:	Bill 109 Planning Act Amendments	Report No.:	CS-032-2022
		Agenda Date:	August 9, 2022

Attachments

Appendix 01: Bill 109 – the More Homes for Everyone Act

Appendix 02: Draft By-law to Amend By-law No. 2018-097 (**Please refer to By-Law No. 2022-127**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2022;
2. That Council agrees to amend the provisions of the Site Plan Control By-law 2018-097 to appoint the Planner as the authorized person and the Municipal Clerk as the alternate authorized person in accordance with Section 41(4.0.1) of the Planning Act;
3. That Council directs staff to prepare the necessary by-law to amend the Site Plan Control By-law 2018-097 for consideration at the August 9, 2022 Regular Council meeting.

Background

Bill 109, the More Homes for Everyone Act, was posted on the Environmental Registry of Ontario beginning on March 30, 2022 for a 30-day comment period. On April 14, 2022, in the middle of the consultation period, the Bill received Royal Assent and a number of changes were implemented to the Planning Act as well as a number of other Acts and statutes.

The purpose of Bill 109 is to implement some of the recommendations proposed through the Provincial Housing Affordability Task Force Report. This report was released in February, 2022 and is based mainly on the premise that housing affordability is a function of increased population and a lack of supply, and assumes that reducing some of the perceived “red tape” associated with development approvals will streamline the process and result in more housing units being approved more quickly.

This report outlines the Planning Act amendment implemented through Bill 109 that are likely to, or will have an impact on development application processing and Planning functions in the City. Changes that are not directly or normally relevant for the City are not discussed in this report, but the bill is attached in its entirety as Appendix 01.

Analysis

This section sets out the amendments that were made to the Planning Act under Bill 109 that will or may have an impact on Planning functions in the City, and provides staff commentary and recommendations for any action that may be required as a result of the amendments.

Application Processing Times and Fee Refunds

The Planning Act establishes timelines for processing planning applications. If a decision is not made within the established timeframe, the non-decision can be appealed to the Ontario Land Tribunal. Bill 109 takes this one step further and establishes a mandatory application fee refund schedule based on the number of days elapsed after an application has been deemed complete. The following are the prescribed timeframes and associated refund rates:

Amount of application fee refund	Type of Planning Application		
	Combined Official Plan amendment and Zoning By-law amendment	Zoning By-law amendment	Site Plan Control
No refund	Decision made within 120 days	Decision made within 90 days	Plans approved within 60 days
50%	Decision made between 121 and 179 days	Decision made between 91 and 149 days	Plans approved between 61 and 89 days
75%	Decision made between 180 and 239 days	Decision made between 150 and 209 days	Plans approved between 90 and 119 days
100%	Decision made 240 days or later	Decision made 210 days or later	Plans approved 120 days or later

The above-noted timeframes begin upon the application being accepted as complete. To avoid delays in processing, the Planning Department generally undertakes extensive preconsultation with applicants to ensure all the required information to support a specific project is submitted with the application. Applications are not accepted as complete until all required information has been received and the application fee has been paid. A review of Official Plan amendment and Zoning By-law amendment applications submitted over the last 10 years confirms that these applications have all been processed and a decision rendered within the “No refund” timelines set out in the above table. Given the Planning Department’s common practice outlined above, it is unlikely that refunds will be required for Official Plan and Zoning By-law amendment applications moving forward.

The Site Plan Control approval timelines would typically not be met to avoid an application fee refund. There is a great deal of consultation with applicants after the application has been submitted in order to obtain missing documentation or to request revisions to drawings where the proposal does not meet the applicable Zoning By-law provisions or requirements set out under the Accessibility for Ontarians with Disabilities Act. The Accessibility Advisory Committee (TSAAC) must also be consulted on Site Plan Control applications, and it can take time to convene a Committee meeting. TSAACs Terms of Reference allow for the electronic review of site plans, and this option has been exercised in the past, but it has been found by staff that the consultation is more meaningful when the plans can be reviewed in person at a meeting.

Another situation that has previously added to the processing time for site plan applications is where consultation with Provincial Ministries is required (eg. properties within the Ministry of Transportation permit control area). There is no legislated timeframe for Ministry review, and often the external review results in additional revisions being required to the submitted plans. Bill 109 does not provide a mechanism to “stop the clock” on the timelines under any circumstances, so any time that is required for review by external agencies would count toward the 60 day timeframe for the City to retain the entire application fee. It is also worth noting that the timelines established for site plan applications require that the application be approved within the timeframe, where the timeframes established for Official Plan amendments and Zoning By-law amendments require a decision be made within the timeframe.

The Planning Department is working toward the establishment of complete application requirements for site plan control applications that would front-end many of the above-noted requirements (similar to the process for Official Plan and Zoning By-law amendments) and allow for applications to only be deemed complete when they are largely ready to be reviewed for final approval. These complete application requirements may require Council approval of an Official Plan amendment and an amendment to the Site Plan Control by-law, which will be presented for Council’s consideration once staff have completed the necessary background work. Additional amendments to the site plan control provisions of the Planning Act are detailed in subsequent sections.

It is noted that the application fee refund provisions do not come into effect until January 1, 2023 and will only apply to applications deemed complete on or after that date.

Assign Site Plan Control Decision-Making Authority to Staff

A previous amendment to the Planning Act granted municipal councils the authority to delegate site plan approval authority to municipal staff and included a “bump-up” provision whereby applicants or individual councillors could require a certain application to be reviewed and a decision rendered by Council in situations where approval authority had been delegated to staff. While City staff currently have approval authority for small-scale site plan agreements (eg. single residential lots, waterfront lots, home industries), this authority was not recommended to be transferred to City staff for all applications as the

Council approval process has not normally been a timing issue in the City, and it was felt that Council should be aware of and have approval authority over larger developments happening in the community. Bill 109 has amended the Planning Act to mandate that all site plan control decisions must be made by staff, and the provision allowing for applications to be “bumped-up” for Council approval has been removed.

Clarification was sought from the Planner covering the Timiskaming District at the Ministry of Municipal Affairs and Housing regarding the entering into of site plan agreements, and it was indicated that staff only have the authority to approve the plans and any agreements requiring an enacting by-law would still fall under Council’s purview. Moving forward, Council will only be approving the site plan control agreements and, per the Planning Act, the agreement will only be presented to Council once the site plans have been approved by staff.

It is noted that this provision is not a delegation of Council’s authority, it is an assigned authority to municipal staff under Section 41(4.0.1) of the Planning Act. This Section states that Council shall appoint an officer, employee, or agent of the municipality as an authorized person to make decisions regarding site plan applications. A draft amendment to the City’s Site Plan Control By-law 2018-097 is attached as Appendix 02 for Council’s consideration. It is recommended that Council appoint the Planner as the primary authorized person for site plan control decisions, and that the Municipal Clerk be appointed as an alternate authorized person.

This provision came into force on July 1, 2022 and applies to all site plan control applications submitted after that date. The Planning Department advises that there is currently one application for site plan control in process which is awaiting the submission of additional information from the applicant, and Council will still have approval authority over this particular application. No applications have been submitted since July 1.

Plans of Subdivision

The amendments to Section 51 grant municipalities a one-time discretionary authority to allow the reinstatement of draft plans of subdivision that have lapsed within the past five years. Regulation-making authority has also been established allowing the Province to prescribe what can and/or cannot be required as a condition of draft plan approval for subdivisions.

While the City processes subdivision applications infrequently, the amendment allowing for reinstatement does provide some flexibility for the City and developers. In 2016 the draft plan approval for the Boreal subdivision (Peters Road and Dawson Point Road) lapsed and the developers were required to submit a new application and complete the public process again, even though the approval had only been lapsed for a week when the issue was discovered. This new provision would allow for the City and the developer to move forward with the subdivision without having to go through the application and approval process over again.

The second amendment impacting plans of subdivision will allow the province to establish a regulation setting out what types of conditions can and/or cannot be required for draft plan approval. No such regulation has been released for review/comment as of the date of this report and therefore further information cannot be provided at this time. It should be noted that a prescribed list of generic conditions set by the Province could limit the City's ability to address more complex issues related to a specific development through the draft plan approval process.

Minister's Authority Regarding Official Plans

These changes are not likely to have a large impact for the City, but the City's 10-year Official Plan review is due in 2025 so they should be noted. The Minister of Municipal Affairs and Housing has been granted discretionary authority to suspend the time period for the Minister to make decisions on Official Plans and amendments, where the Minister is the approval authority. The City has delegated approval authority for Official Plan amendments, but approval authority for Official Plans remains with the Minister. Before this amendment the approval authority had 120 days to issue a notice of decision before the non-decision could be appealed to the Ontario Land Tribunal and there was no mechanism to suspend the timeframe for a decision. The changes also give the Minister discretionary authority to refer all of part(s) of an Official Plan matter to the Ontario Land Tribunal for a recommendation and/or decision.

Public Reporting Requirements

Bill 109 added Section 64 which grants the Minister the ability to require planning authorities to publicly report on development applications and approvals, and to prescribe the form of the reporting. No further information has been made available for review so it is unclear what information will be required for the report, the frequency of reporting, and in what format the information will be required.

Staff are generally supportive of the Bill 109 amendments as set out above, with the noted exception of the application fee refund requirements. A number of the amendments grant regulation-making authority to the Minister, however the regulations have not yet been released for consultation so staff are unable to provide an analysis of these matters. Staff will update Council on any other Planning Act amendment that may be forthcoming that will impact Planning functions within the City.

Relevant Policy / Legislation / City By-Law

- Bill 109 – the More Homes for Everyone Act
- Ontario Planning Act, RSO 1990, c.P.13, as amended
- City of Temiskaming Shores Site Plan Control By-law 2018-097

Consultation / Communication

- Consultation with Planner covering Timiskaming District at the Ministry of Municipal Affairs and Housing

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 ☒

Staffing implications related to this matter are limited to normal administrative functions and duties. It is not anticipated that application fee refund requirements for Official Plan amendments and Zoning By-law amendments will have an impact in the City based on previous application processes, however refunds for site plan control applications could impact Planning Department revenues in future years if an appropriate complete application process is not in place.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP,
RPP
Planner

"Original signed by"

Shelly Zubyc
Director of Corporate
Services

"Original signed by"

John Telfer
Interim City Manager

Legislative
Assembly
of Ontario



Assemblée
législative
de l'Ontario

2ND SESSION, 42ND LEGISLATURE, ONTARIO
71 ELIZABETH II, 2022

Bill 109

(Chapter 12 of the Statutes of Ontario, 2022)

**An Act to amend the various statutes with respect to housing,
development and various other matters**

The Hon. S. Clark

Minister of Municipal Affairs and Housing

1st Reading	March 30, 2022
2nd Reading	April 4, 2022
3rd Reading	April 14, 2022
Royal Assent	April 14, 2022



EXPLANATORY NOTE

*This Explanatory Note was written as a reader's aid to Bill 109 and does not form part of the law.
Bill 109 has been enacted as Chapter 12 of the Statutes of Ontario, 2022.*

SCHEDULE 1 CITY OF TORONTO ACT, 2006

The Schedule makes various amendments to section 114 of the *City of Toronto Act, 2006*. Here are some highlights:

1. Subsection (4) is replaced with a number of subsections that set out the rules respecting consultations with the City before plans and drawings are submitted for approval and respecting completeness of applications made under this section.
2. New subsection (5.1) provides for the appointment of an authorized person for the purposes of subsection (5). Various related amendments are made to section 114.
3. New subsection (14.1) provides for rules respecting when the City is required to refund fees paid to it pursuant to the *Planning Act*.

An associated provision respecting regulations is also added to the Act as section 122.2.

SCHEDULE 2 DEVELOPMENT CHARGES ACT, 1997

The Schedule amends the *Development Charges Act, 1997* with respect to the publication of the statement of the treasurer under section 43 of the Act.

SCHEDULE 3 NEW HOME CONSTRUCTION LICENSING ACT, 2017

The Schedule amends the *New Home Construction Licensing Act, 2017* as follows:

1. Section 38 is amended to provide that the registrar may consider whether the activities of an applicant are, or will be if issued a licence, in contravention of the Act, the regulations or prescribed legislation.
2. Section 56 is amended to preserve the registrar's powers to receive complaints, request information from licensees about complaints and mediate or resolve complaints. Section 56.1 is added to give certain powers to the registrar if the registrar believes a licensee has contravened the Act, the regulations or prescribed legislation.
3. Section 57 is amended to increase the maximum fine to \$50,000 if a licensee is an individual and \$100,000 if a licensee is not an individual. Also, the discipline committee may impose a fine above the maximum amount if the licensee received a monetary benefit from failing to comply with the code of ethics. Last, the committee must consider any prior determination of the committee that a licensee failed to comply with the code of ethics and, subject to the maximum fine amount, may impose a more severe fine on the licensee.
4. Section 71 is amended to provide that in addition to any other penalty imposed by the court and despite the maximum fine, the court that convicts a person or entity of an offence may increase a fine imposed on the person or entity if the person or entity received a monetary benefit as a result of the commission of the offence.
5. Section 76 is amended to provide that an assessor may impose an administrative penalty if a person has contravened or is contravening a prescribed provision of the *Ontario New Home Warranties Plan Act* or the regulations or the by-laws of the warranty authority made under it. This section is also amended to increase the maximum administrative penalty to \$25,000 and to provide that an assessor may impose a penalty against a person above the maximum amount if the person received a monetary benefit as a result of a contravention.
6. Section 84 is amended to grant the Minister the power to make regulations governing fines that the discipline committee or the appeals committee may impose.

SCHEDULE 4 ONTARIO NEW HOME WARRANTIES PLAN ACT

The Schedule amends the *Ontario New Home Warranties Plan Act*.

Clause 22.1 (1) (j) is amended to provide that the Lieutenant Governor in Council may make regulations extending the time of expiration of a warranty provided for under subsection 13 (1), including establishing any conditions for such an extension, in respect of an item that is missing or remains unfinished or work performed or materials supplied after the date specified in the certificate under subsection 13 (3).

Section 23 is amended in two ways with respect to the by-law making power of the Corporation designated under the Act. First, clause 23 (1) (j) is amended to provide that the Corporation may specify warranties under clause 13 (1) (c) and the time of

expiration of those warranties. Second, clause 23 (1) (j.1) is added to provide for a similar amendment as in clause 22.1 (1) (j), but the Corporation's power is subject to a regulation made under clause 22.1 (1) (j) and the approval of the Minister.

Technical amendments to update cross-references in the Act are also made.

SCHEDULE 5 PLANNING ACT

The Schedule makes various amendments to the *Planning Act*. Here are some highlights:

1. New subsections 17 (40.1) to (40.1.3) provide rules respecting when the Minister as an approval authority can provide notice to suspend the period of time after which there may be appeals of the failure to make a decision in respect of a plan.
2. New subsections 17 (55) to (64) provide a process for the Minister as an approval authority to refer plans to the Ontario Land Tribunal for a recommendation or a decision.
3. New subsection 34 (10.12) provides rules respecting when municipalities are required to refund fees in respect of applications under that section.
4. An additional type of Minister's order is added to the Act in section 34.1. These orders are made by the Minister at the request of a municipality. This section sets out the process and rules respecting such orders.
5. New subsections 37 (54) to (59) require regular reviews of community benefits charge by-laws and provide rules respecting such reviews.
6. A number of amendments are made to section 41. A number of subsections are added that set out the rules respecting consultations with municipalities before plans and drawings are submitted for approval and respecting completeness of applications made under this section. New subsection (4.0.1) provides for the appointment of an authorized person for the purposes of subsection (4). New subsection (11.1) provides for rules respecting when municipalities are required to refund fees.
7. Amendments are made to sections 42 and 51.1 with respect to parkland requirements on land designated as transit-oriented community land under the *Transit-Oriented Communities Act, 2020*.
8. New rules are added to section 51 with respect to extensions of approvals by approval authorities.
9. New section 70.3.1 provides the Minister with authority to make certain regulations respecting surety bonds and other instruments in connection with approvals with respect to land use planning.

**An Act to amend the various statutes with respect to housing,
development and various other matters**

CONTENTS

1.	Contents of this Act
2.	Commencement
3.	Short title
Schedule 1	City of Toronto Act, 2006
Schedule 2	Development Charges Act, 1997
Schedule 3	New Home Construction Licensing Act, 2017
Schedule 4	Ontario New Home Warranties Plan Act
Schedule 5	Planning Act

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Contents of this Act

1 This Act consists of this section, sections 2 and 3 and the Schedules to this Act.

Commencement

2 (1) Except as otherwise provided in this section, this Act comes into force on the day it receives Royal Assent.

(2) The Schedules to this Act come into force as provided in each Schedule.

(3) If a Schedule to this Act provides that any of its provisions are to come into force on a day to be named by proclamation of the Lieutenant Governor, a proclamation may apply to one or more of those provisions, and proclamations may be issued at different times with respect to any of those provisions.

Short title

3 The short title of this Act is the *More Homes for Everyone Act, 2022*.

**SCHEDULE 1
CITY OF TORONTO ACT, 2006**

1 (1) Subsection 114 (4) of the *City of Toronto Act, 2006* is repealed and the following substituted:

Consultation

(4) The City may, by by-law, require applicants to consult with the City before submitting plans and drawings for approval under subsection (5).

Same

(4.1) Where a by-law referred to in subsection (4) does not apply, the City shall permit applicants to consult with the City as described in that subsection.

Prescribed information

(4.2) If information or materials are prescribed for the purposes of this section, an applicant shall provide the prescribed information and material to the City.

Other information

(4.3) The City may require that an applicant provide any other information or material that the City considers it may need, but only if the official plan contains provisions relating to requirements under this subsection.

Refusal and timing

(4.4) Until the City has received the plans and drawings referred to in subsection (5), the information and material required under subsections (4.2) and (4.3), if any, and any fee under section 69 of the *Planning Act*,

- (a) the City may refuse to accept or further consider the application; and
- (b) the time period referred to in subsection 114 (15) of this Act does not begin.

Response re completeness of application

(4.5) Within 30 days after the applicant pays any fee under section 69 of the *Planning Act*, the City shall notify the person or public body that the plans and drawings referred to in subsection 114 (5) of this Act and the information and material required under subsections (4.2) and (4.3), if any, have been provided, or that they have not been provided, as the case may be.

Motion re dispute

(4.6) Within 30 days after a negative notice is given under subsection (4.5), the applicant or the City may make a motion for directions to have the Ontario Land Tribunal determine,

- (a) whether the plans and drawings and the information and material have in fact been provided; or
- (b) whether a requirement made under subsection (4.3) is reasonable.

Same

(4.7) If the City does not give any notice under subsection (4.5), the applicant may make a motion under subsection (4.6) at any time after the 30-day period described in subsection (4.5) has elapsed.

Final determination

(4.8) The Ontario Land Tribunal's determination under subsection (4.6) is not subject to appeal or review.

(2) Subsection 114 (5) of the Act is amended by striking out the portion before paragraph 1 and substituting the following:

Approval of plans or drawings

(5) No person shall undertake any development in an area designated under subsection (2) unless the authorized person referred to in subsection (5.1) or, where an appeal has been made under subsection (15), the Ontario Land Tribunal has approved one or both, as the authorized person may determine, of the following:

(3) Section 114 of the Act is amended by adding the following subsection:

Authorized person

(5.1) If the City passes a by-law under subsection (2), the City shall appoint an officer, employee or agent of the City as an authorized person for the purposes of subsection (5).

(4) Section 114 of the Act is amended by adding the following subsection:

Refund

(14.1) With respect to plans and drawings referred to in subsection (5) that are submitted on or after the day subsection 1 (4) of Schedule 1 to the *More Homes for Everyone Act, 2022* comes into force, the City shall refund any fee paid pursuant to section 69 of the *Planning Act* in respect of the plans and drawings in accordance with the following rules:

1. If the City approves the plans or drawings under subsection 114 (5) of this Act within the time period referred to in subsection 114 (15) of this Act, the City shall not refund the fee.
2. If the City has not approved the plans or drawings under subsection 114 (5) of this Act within the time period referred to in subsection 114 (15) of this Act, the City shall refund 50 per cent of the fee.
3. If the City has not approved the plans or drawings under subsection 114 (5) of this Act within a time period that is 30 days longer than the time period referred to in subsection 114 (15) of this Act, the City shall refund 75 per cent of the fee.
4. If the City has not approved the plans or drawings under subsection 114 (5) of this Act within a time period that is 60 days longer than the time period referred to in subsection 114 (15) of this Act, the City shall refund all of the fee.

(5) Subsection 114 (15) of the Act is amended by striking out “30” and substituting “60”.

(6) Subsection 114 (17) of the Act is repealed and the following substituted:

Classes of development, delegation

(17) Where the City has designated a site plan control area under this section, the City may, by by-law, define any class or classes of development that may be undertaken without the approval of plans and drawings otherwise required under subsection (5).

(7) Subsection 114 of the Act is amended by adding the following subsection:

Transition

(18) This section as it read immediately before the day subsection 1 (7) of Schedule 1 to the *More Homes for Everyone Act, 2022* comes into force continues to apply with respect to plans and drawings that were submitted for approval under subsection (5) of this Act before that day.

(8) Subsection 114 of the Act is amended by adding the following subsection:

Same

(19) This section as it read immediately before July 1, 2022 continues to apply with respect to plans and drawings that were submitted for approval under subsection (5) on or after the day subsection 1 (7) of Schedule 1 to the *More Homes for Everyone Act, 2022* comes into force but before July 1, 2022.

2 The Act is amended by adding the following section:

Regulations re s. 114 (4.2)

122.2 The Minister of Municipal Affairs and Housing may make regulations prescribing information and materials for the purposes of subsection 114 (4.2).

Commencement

3 (1) Except as otherwise provided in this section, this Schedule comes into force on the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

(2) Subsections 1 (2), (3), (6) and (8) come into force on the later of July 1, 2022 and the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

(3) Subsection 1 (4) comes into force on the later of January 1, 2023 and the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

SCHEDULE 2
DEVELOPMENT CHARGES ACT, 1997

1 Subsection 43 (2.1) of the *Development Charges Act, 1997* is repealed and the following substituted:

Statement available to public

(2.1) The council shall ensure that the statement is made available to the public,

- (a) by posting the statement on the website of the municipality or, if there is no such website, in the municipal office; and
- (b) in such other manner and in accordance with such other requirements as may be prescribed.

2 Subsection 60 (1) of the Act is amended by adding the following clause:

(t.0.1) prescribing the manner in which a statement is to be made available and other requirements for the purposes of clause 43 (2.1) (b);

Commencement

3 This Schedule comes into force on the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

**SCHEDULE 3
NEW HOME CONSTRUCTION LICENSING ACT, 2017**

1 Clause 38 (1) (c) of the *New Home Construction Licensing Act, 2017* is repealed and the following substituted:

- (c) neither the applicant, nor any interested person in respect of the applicant, has carried on or is carrying on activities,
 - (i) that are in contravention of this Act or the regulations, or that will be in contravention of this Act or the regulations if the applicant is issued a licence, or
 - (ii) that are in contravention of prescribed legislation, or that will be in contravention of prescribed legislation if the applicant is issued a licence;

2 Section 56 of the Act is repealed and the following substituted:

Complaints

56 (1) The registrar may,

- (a) receive complaints concerning conduct that may be in contravention of this Act, the regulations or prescribed legislation;
- (b) make written requests to licensees for information regarding complaints; and
- (c) attempt to mediate or resolve complaints, as appropriate, concerning any conduct that comes to the registrar's attention that may be in contravention of this Act, the regulations or prescribed legislation.

Request for information

- (2) A request made under clause (1) (b) shall indicate the nature of the complaint.

Duty to comply

- (3) A licensee who receives a request made under clause (1) (b) shall provide the requested information to the registrar.

Registrar's powers

56.1 If the registrar is of the opinion, whether as a result of a complaint or otherwise, that a licensee has contravened any provision of this Act, the regulations or prescribed legislation, the registrar may do any of the following, as the registrar considers appropriate:

1. Give the licensee a written warning, stating that if the licensee continues with the activity that led to the alleged contravention, action may be taken against the licensee.
2. Require the licensee to take further educational courses.
3. Require the licensee, in accordance with the terms, if any, that the registrar specifies, to fund educational courses for persons that the licensee employs or to arrange and fund the courses.
4. Refer the matter, in whole or in part, to the discipline committee.
5. Take an action under section 40, subject to section 43.
6. Take further action as is appropriate in accordance with this Act.

3 (1) Paragraph 3 of subsection 57 (4) of the Act is repealed and the following substituted:

3. Impose such fine as the committee considers appropriate, subject to subsections (4.1), (4.2) and (4.3), to be paid by the licensee to the regulatory authority or, if there is no regulatory authority, to the Minister of Finance.

(2) Section 57 of the Act is amended by adding the following subsections:

Maximum fines

- (4.1) Subject to subsection (4.2), the maximum amount of the fine mentioned in paragraph 3 of subsection (4) is,

- (a) \$50,000, or such lesser amount as may be prescribed, if the licensee is an individual; or
- (b) \$100,000, or such lesser amount as may be prescribed, if the licensee is not an individual.

Same, monetary benefit

- (4.2) The total amount of the fine referred to in subsection (4.1) may be increased by an amount equal to the amount of the monetary benefit acquired by or that accrued to the licensee as a result of a failure to comply with the code of ethics.

Same, prior determination

- (4.3) In making its order to impose a fine under paragraph 3 of subsection (4), the discipline committee shall consider any prior determination of the committee that the licensee failed to comply with the code of ethics and, subject to the maximum amount of the fine referred to in subsection (4.1), may impose a more severe fine having regard to the prior determination.

4 Section 71 of the Act is amended by adding the following subsection:

Same, monetary benefit

(4.1) In addition to any other penalty imposed by the court and despite the maximum fine referred to in subsection (4), the court that convicts a person or entity of an offence under this section may increase a fine imposed on the person or entity by an amount equal to the amount of the monetary benefit acquired by or that accrued to the person or entity as a result of the commission of the offence.

5 (1) Subsection 76 (1) of the Act is repealed and the following substituted:

Order

76 (1) An assessor may, by order, impose an administrative penalty against a person in accordance with this section and the regulations made by the Minister if the assessor is satisfied that the person has contravened or is contravening,

- (a) a prescribed provision of this Act or the regulations;
- (b) a condition of a licence, if the person is the licensee;
- (c) a prescribed provision of the *Ontario New Home Warranties Plan Act* or the regulations or the by-laws of the warranty authority made under it; or
- (d) a prescribed provision of the *Protection for Owners and Purchasers of New Homes Act, 2017* or the regulations made under it.

(2) Subsection 76 (4) of the Act is repealed and the following substituted:

Amount

(4) Subject to subsection (4.1), the amount of an administrative penalty shall reflect the purpose of the penalty and shall be determined in accordance with the regulations made by the Minister, but the amount of the penalty shall not exceed \$25,000.

Same, monetary benefit

(4.1) The total amount of the administrative penalty referred to in subsection (4) may be increased by an amount equal to the amount of the monetary benefit acquired by or that accrued to the person as a result of the contravention.

6 Subsection 84 (1) of the Act is amended by adding the following clause:

- (g.1) governing fines that the discipline committee or the appeals committee may impose, including the criteria to be considered in determining the amount, the procedure for making an order for a fine and the rights of the parties affected by the procedure;

Rebuilding Consumer Confidence Act, 2020

7 Section 17 of Schedule 4 to the *Rebuilding Consumer Confidence Act, 2020* is repealed.

Commencement

8 (1) Except as otherwise provided in this section, this Schedule comes into force on the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

(2) Section 5 comes into force on the later of the day section 76 of Schedule 1 to the *Strengthening Protection for Ontario Consumers Act, 2017* comes into force and the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

**SCHEDULE 4
ONTARIO NEW HOME WARRANTIES PLAN ACT**

1 Clause 22.1 (1) (j) of the *Ontario New Home Warranties Plan Act* is repealed and the following substituted:

- (j) extending the time of expiration of a warranty provided for under subsection 13 (1), including establishing any conditions for such an extension, in respect of an item that is missing or remains unfinished or work performed or materials supplied after the date specified in the certificate under subsection 13 (3);

2 (1) Clause 23 (1) (g) of the Act is amended by striking out “22.1 (l) or (v)” and substituting “22.1 (1) (l) or (v)”.

(2) Clause 23 (1) (j) of the Act is repealed and the following substituted:

- (j) subject to the approval of the Minister, specifying warranties under clause 13 (1) (c) and the time of expiration of those warranties;

(3) Subsection 23 (1) of the Act is amended by adding the following clause:

- (j.1) subject to a regulation described in clause 22.1 (1) (j) and to the approval of the Minister, extending the time of expiration of a warranty provided for under subsection 13 (1), including establishing any conditions for such an extension, in respect of an item that is missing or remains unfinished or work performed or materials supplied after the date specified in the certificate under subsection 13 (3);

(4) Clause 23 (1) (m.1) of the Act is amended by striking out “22.1 (t)” and substituting “22.1 (1) (t)”.

Commencement

3 This Schedule comes into force on the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

SCHEDULE 5 PLANNING ACT

1 Section 17 of the *Planning Act* is amended by adding the following subsections:

Notice to suspend time period

(40.1) If the approval authority in respect of a plan is the Minister, the Minister may suspend the time period described in subsection (40) by giving notice of the suspension to the municipality that adopted the plan and, in the case of a plan amendment adopted in response to a request under section 22, to the person or public body that requested the amendment.

Same

(40.1.1) The effect of a suspension under subsection (40.1) is to suspend the time period referred to in subsection (40) until the date the Minister rescinds the notice, and the period of the suspension shall not be included for the purposes of counting the period of time described in subsection (40).

Same

(40.1.2) For greater certainty, the Minister may make a decision under subsection (34) in respect of a plan that is the subject of a notice provided under subsection (40.1) even if the notice has not been rescinded.

Same, retroactive deemed notice

(40.1.3) If a plan was received by the Minister on or before March 30, 2022, a decision respecting the plan has not been made under subsection (34) before that day and no notice of appeal in respect of the plan was filed under subsection (40) before that day,

- (a) the plan shall be deemed to have been received by the Minister on March 29, 2022; and
- (b) the Minister shall be deemed to have given notice under subsection (40.1) on March 30, 2022.

Referral to Tribunal for recommendation

(55) If the approval authority in respect of a plan is the Minister, the Minister may, before making a decision under subsection (34), refer all or part of the plan to the Tribunal for a recommendation.

Record to Tribunal

(56) If the Minister refers all or part of a plan to the Tribunal under subsection (55) or (61), the Minister shall ensure that a record is compiled and provided to the Tribunal.

Recommendation

(57) If the Minister refers all or part of a plan to the Tribunal under subsection (55), the Tribunal shall make a written recommendation to the Minister stating whether the Minister should approve the plan or part of the plan, make modifications and approve the plan or part of the plan as modified or refuse the plan or part of the plan and shall give reasons for the recommendation.

Hearing or other proceeding by Tribunal

(58) Before making a recommendation under subsection (57), the Tribunal may hold a hearing or other proceeding and if the Tribunal does so, it shall provide notice of such hearing or other proceeding to,

- (a) the municipality that adopted the plan; and
- (b) any person or public body who, before the plan was adopted, made oral submissions at a public meeting or made written submissions to the council.

Copy of recommendation

(59) A copy of the recommendation of the Tribunal shall be sent to each person who appeared before the Tribunal and to any person who in writing requests a copy of the recommendation.

Decision on plan

(60) After considering the recommendation of the Tribunal, the Minister may proceed to make a decision under subsection (34).

Referral to Tribunal for decision

(61) If the approval authority in respect of a plan is the Minister, the Minister may, before making a decision under subsection (34), refer the plan to the Tribunal for a decision.

Hearing by Tribunal

(62) If the Minister refers a plan to the Tribunal under subsection (61), the Tribunal may hold a hearing or other proceeding and if the Tribunal does so, it shall provide notice of such hearing or other proceeding to,

- (a) the municipality that adopted the plan; and
- (b) any person or public body who, before the plan was adopted, made oral submissions at a public meeting or made written submissions to the council.

Decision by Tribunal

(63) Subsections (50) and (50.1) apply, with necessary modifications, to a referral for a decision made under subsection (61).

Referral of matters in process

(64) For greater certainty, a plan that was submitted to the Minister for approval prior to the day section 1 of Schedule 5 to the *More Homes for Everyone Act, 2022* comes into force may be the subject of a referral under subsection (55) or (61) if a decision respecting the plan has not yet been made under subsection (34).

2 Section 19.1 of the Act is amended by striking out “34 to 39” and substituting “34, 35 to 39”.

3 Subsection 21 (3) of the Act is repealed and the following substituted:

Exception

- (3) Subsection 17 (36.5) applies to an amendment only if it is,
 - (a) an amendment that has been the subject of a referral to the Tribunal for a recommendation pursuant to subsection 17 (55); or
 - (b) a revision that is adopted in accordance with section 26.

4 (1) Clause 34 (10.3) (b) of the Act is amended by adding “or (11.0.0.0.1), as the case may be,” after “subsection (11)”.

(2) Section 34 of the Act is amended by adding the following subsection:

Refund of fee

(10.12) With respect to an application received on or after the day subsection 4 (2) of Schedule 5 to the *More Homes for Everyone Act, 2022* comes into force, the municipality shall refund any fee paid pursuant to section 69 in respect of the application in accordance with the following rules:

1. If the municipality makes a decision on the application within the time period referred to in subsection (11) or (11.0.0.0.1), as the case may be, the municipality shall not refund the fee.
2. If the municipality fails to make a decision on the application within the time period referred to in subsection (11) or (11.0.0.0.1), as the case may be, the municipality shall refund 50 per cent of the fee.
3. If the municipality fails to make a decision on the application within the time period that is 60 days longer than the time period referred to in subsection (11) or (11.0.0.0.1), as the case may be, the municipality shall refund 75 per cent of the fee.
4. If the municipality fails to make a decision on the application within the time period that is 120 days longer than the time period referred to in subsection (11) or (11.0.0.0.1), as the case may be, the municipality shall refund all of the fee.

5 The Act is amended by adding the following section:

Minister's order at request of municipality

Request for order

34.1 (1) The council of a municipality may pass a resolution requesting that the Minister,

- (a) make an order that involves the exercise of the municipality's powers under section 34, or that may be exercised in a development permit by-law; or
- (b) amend an order made under subsection (9) of this section.

No delegation

(2) A council may not delegate its powers under subsection (1).

Content of resolution

(3) A resolution referred to in clause (1) (a) shall identify,

- (a) the lands to which the requested order would apply; and

- (b) the manner in which the exercise of the municipality's powers under section 34, or that may be exercised in a development permit by-law, would be exercised in respect to the lands.

Same

- (4) A resolution referred to in clause (1) (b) shall identify the requested amendments to the order.

Same

- (5) For greater certainty, the inclusion of a draft by-law with the resolution shall be deemed to satisfy the requirements of clause (3) (b) or subsection (4), as the case may be.

Consultation

- (6) Before passing a resolution referred to in subsection (1), the municipality shall,
 - (a) give notice to the public in such manner as the municipality considers appropriate; and
 - (b) consult with such persons, public bodies and communities as the municipality considers appropriate.

Forwarding to Minister

- (7) Within 15 days after passing a resolution referred to in subsection (1), the municipality shall forward to the Minister,
 - (a) a copy of the resolution;
 - (b) a description of the consultation undertaken pursuant to clause (6) (b);
 - (c) a description of any licences, permits, approvals, permissions or other matters that would be required before a use that would be permitted by the requested order could be established; and
 - (d) any prescribed information and material.

Other information

- (8) The Minister may require the council to provide such other information or material that the Minister considers necessary.

Orders

- (9) The Minister may make an order,
 - (a) upon receiving a request from a municipality under subsection (1), exercising the municipality's powers under section 34, or that may be exercised in a development permit by-law, in the manner requested by the municipality with such modifications as the Minister considers appropriate; and
 - (b) upon receiving a request from the municipality or at such other time as the Minister considers advisable, amending the order made under clause (a).

Lands covered by orders

- (10) An order under subsection (9) shall apply to the lands requested by the municipality with such modifications as the Minister considers appropriate.

Non-application to Greenbelt Area

- (11) An order under subsection (9) may not be made in respect of any land in the Greenbelt Area.

Non-application to order

- (12) Despite any Act or regulation, the following do not apply to the making of an order under subsection (9):
 1. A policy statement issued under subsection 3 (1).
 2. A provincial plan.
 3. An official plan.

Conditions

- (13) The Minister may, in an order under subsection (9), impose such conditions on the use of land or the erection, location or use of buildings or structures as in the opinion of the Minister are reasonable.

Same

- (14) When a condition is imposed under subsection (13),
 - (a) the Minister or the municipality in which the land in the order is situate may require an owner of the land to which the order applies to enter into an agreement with the Minister or the municipality, as the case may be;
 - (b) the agreement may be registered against the land to which it applies; and

- (c) the Minister or the municipality, as the case may be, may enforce the agreement against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land.

Application of subs. (12) to licences, etc.

(15) If a licence, permit, approval, permission or other matter is required before a use permitted by an order under subsection (9) may be established and the resolution referred to in subsection (1) includes a request that the Minister act under this subsection, the Minister may, in an order under subsection (9), provide that subsection (12) applies, with necessary modifications, to such licence, permit, approval, permission or other matter.

Coming into force

(16) An order made under subsection (9) comes into force in accordance with the following rules:

1. If no condition has been imposed under subsection (13), the order comes into force on the day the order is made or on such later day as is specified in the order.
2. If a condition has been imposed under subsection (13), the order comes into force on the later of,
 - i. the day the Minister gives notice to the clerk of the municipality that the Minister is satisfied that all conditions have been or will be fulfilled, and
 - ii. the day specified in the order.

Copy of order to clerk

(17) After making an order under subsection (9), the Minister shall provide a copy of the order to the clerk of the municipality in which the land in the order is situate.

Same, conditions fulfilled

(18) When the Minister gives notice to the clerk for the purposes of subparagraph 2 i of subsection (16), the Minister shall provide a copy of the order that does not include the conditions imposed under subsection (13).

Same, not revocation

(19) For greater certainty, the provision of a copy of the order that does not include the conditions imposed under subsection (13) is not a revocation of the order originally provided to the clerk.

Publication and availability

(20) The following publication rules apply with respect to an order under subsection (9):

1. Within 15 days after receiving a copy of the order pursuant to subsection (17) or (18), as the case may be, the clerk shall,
 - i. provide a copy of the order to the owner of any land subject to the order and to any other prescribed persons or public bodies, and
 - ii. make the order available to the public in accordance with the regulations, if any.
2. The clerk shall ensure that the order remains available to the public until such time as the order is revoked.
3. If the municipality in which the lands subject to the order are situate has a website, the clerk shall ensure that the order is published on such website.

Revocation order

(21) The Minister may, by order, revoke an order under subsection (9).

Copy of revocation order to clerk

(22) The Minister shall provide a copy of an order under subsection (21) to the clerk of the municipality in which the land is situate.

Publication of revocation order

(23) The following publication rules apply with respect to an order under subsection (21):

1. Within 15 days after receiving a copy of the order pursuant to subsection (22), the clerk shall,
 - i. provide a copy of the order to the owner of any land subject to the order and to any other prescribed persons or public bodies, and
 - ii. make the order available to the public in accordance with the regulations, if any.
2. If the municipality in which the lands subject to the order are situate has a website, the clerk shall ensure that the order is published on such website.

Conflict

(24) In the event of a conflict between an order under subsection (9) and a by-law under section 34 or 38 or a predecessor of those sections, the order prevails to the extent of the conflict, but in all other respects the by-law remains in full force and effect.

Guidelines

(25) Before an order may be issued under subsection (9), the Minister must establish guidelines respecting orders under subsection (9) and publish the guidelines in accordance with subsection (26).

Same, publishing

(26) The Minister shall publish and maintain the guidelines established under subsection (25) on a website of the Government of Ontario.

Same, content

(27) Guidelines under subsection (25) may be general or particular in application and may, among other matters, restrict orders to certain geographic areas or types of development.

Non-application of *Legislation Act, 2006*, Part III

(28) Part III (Regulations) of the *Legislation Act, 2006* does not apply to an order under subsection (9) or (21) or to a guideline under subsection (25).

Deemed zoning by-law

(29) An order under subsection (9) that has come into force is deemed to be a by-law passed under section 34 for the purposes of the following:

1. Subsections 34 (9), 41 (3) and 47 (3) of this Act.
2. Sections 46, 49, 67 and 67.1 of this Act.
3. Subsection 114 (3) of the *City of Toronto Act, 2006*.
4. The *Building Code Act, 1992*.
5. Any other prescribed Act, regulation or provision of an Act or regulation.

6 Section 37 of the Act is amended by adding the following subsections:**Regular review of by-law**

(54) If a community benefits charge by-law is in effect in a local municipality, the municipality shall ensure that a review of the by-law is undertaken to determine the need for a revision of the by-law.

Same, consultation

(55) In undertaking the review required under subsection (54), the municipality shall consult with such persons and public bodies as the municipality considers appropriate.

Resolution re need for revision

(56) After conducting a review under subsection (54), the council shall pass a resolution declaring whether a revision to the by-law is needed.

Timing of review

(57) A resolution under subsection (56) shall be passed at the following times:

1. Within five years after the by-law was first passed.
2. If more than five years have passed since the by-law was first passed, within five years after the previous resolution was passed pursuant to subsection (56).

Notice

(58) Within 20 days of passing a resolution pursuant to subsection (56), the council shall give notice, on the website of the municipality, of the council's determination regarding whether a revision to the by-law is needed.

Failure to pass resolution

(59) If the council does not pass a resolution pursuant to subsection (56) within the relevant time period set out in subsection (57), the by-law shall be deemed to have expired on the day that is five years after the by-law was passed or five years after the previous resolution was passed pursuant to subsection (56), as the case may be.

7 (1) Subsection 41 (3.1) of the Act is repealed and the following substituted:

Consultation

(3.1) The council may, by by-law, require applicants to consult with the municipality before submitting plans and drawings for approval under subsection (4).

Same

(3.2) Where a by-law referred to in subsection (3.1) does not apply, the municipality shall permit applicants to consult with the municipality as described in that subsection.

Prescribed information

(3.3) If information or materials are prescribed for the purposes of this section, an applicant shall provide the prescribed information and material to the municipality.

Other information

(3.4) A municipality may require that an applicant provide any other information or material that the municipality considers it may need, but only if the official plan contains provisions relating to requirements under this subsection.

Refusal and timing

(3.5) Until the municipality has received the plans and drawings referred to in subsection (4), the information and material required under subsections (3.3) and (3.4), if any, and any fee under section 69,

- (a) the municipality may refuse to accept or further consider the application; and
- (b) the time period referred to in subsection (12) of this section does not begin.

Response re completeness of application

(3.6) Within 30 days after the applicant pays any fee under section 69, the municipality shall notify the person or public body that the plans and drawings referred to in subsection (4) and the information and material required under subsections (3.3) and (3.4), if any, have been provided, or that they have not been provided, as the case may be.

Motion re dispute

(3.7) Within 30 days after a negative notice is given under subsection (3.6), the applicant or municipality may make a motion for directions to have the Tribunal determine,

- (a) whether the plans and drawings and the information and material have in fact been provided; or
- (b) whether a requirement made under subsection (3.4) is reasonable.

Same

(3.8) If the municipality does not give any notice under subsection (3.6), the applicant may make a motion under subsection (3.7) at any time after the 30-day period described in subsection (3.6) has elapsed.

Final determination

(3.9) The Tribunal's determination under subsection (3.7) is not subject to appeal or review.

(2) Subsection 41 (4) of the Act is amended by striking out the portion before paragraph 1 and substituting the following:

Approval of plans or drawings

(4) No person shall undertake any development in an area designated under subsection (2) unless the authorized person referred to in subsection (4.0.1) or, where an appeal has been made under subsection (12), the Tribunal has approved one or both, as the authorized person may determine, of the following:

(3) Section 41 of the Act is amended by adding the following subsection:

Authorized person

(4.0.1) A council that passes a by-law under subsection (2) shall appoint an officer, employee or agent of the municipality as an authorized person for the purposes of subsection (4).

(4) Subsection 41 (6) of the Act is amended by striking out "the council of".

(5) Section 41 of the Act is amended by adding the following subsection:

Refund

(11.1) With respect to plans and drawings referred to in subsection (4) that are submitted on or after the day subsection 7 (5) of Schedule 5 to the *More Homes for Everyone Act, 2022* comes into force, the municipality shall refund any fee paid pursuant to section 69 in respect of the plans and drawings in accordance with the following rules:

1. If the municipality approves the plans or drawings under subsection (4) within the time period referred to in subsection (12), the municipality shall not refund the fee.
2. If the municipality has not approved the plans or drawings under subsection (4) within the time period referred to in subsection (12), the municipality shall refund 50 per cent of the fee.
3. If the municipality has not approved the plans or drawings under subsection (4) within a time period that is 30 days longer than the time period referred to in subsection (12), the municipality shall refund 75 per cent of the fee.
4. If the municipality has not approved the plans or drawings under subsection (4) within a time period that is 60 days longer than the time period referred to in subsection (12), the municipality shall refund all of the fee.

(6) **Subsection 41 (12) of the Act is amended by striking out “30” and substituting “60”.**

(7) **Subsection 41 (13) of the Act is repealed and the following substituted:**

Classes of development, delegation

(13) Where the council of a municipality has designated a site plan control area under this section, the council may, by by-law, define any class or classes of development that may be undertaken without the approval of plans and drawings otherwise required under subsection (4) or (5).

(8) **Section 41 of the Act is amended by adding the following subsection:**

Transition

(15.1) This section as it read immediately before the day subsection 7 (8) of Schedule 5 to the *More Homes for Everyone Act, 2022* comes into force continues to apply with respect to plans and drawings that were submitted for approval under subsection (4) of this section before that day.

(9) **Section 41 of the Act is amended by adding the following subsection:**

Same

(15.2) This section as it read immediately before July 1, 2022 continues to apply with respect to plans and drawings that were submitted for approval under subsection (4) on or after the day subsection 7 (8) of Schedule 5 to the *More Homes for Everyone Act, 2022* comes into force but before July 1, 2022.

8 Section 42 of the Act is amended by adding the following subsections:

Exception, transit-oriented community land

(3.2) Subsections (3.3) and (3.4) apply to land that is designated as transit-oriented community land under subsection 2 (1) of the *Transit-Oriented Communities Act, 2020*.

Same, alternative requirement

(3.3) A by-law that provides for the alternative requirement authorized by subsection (3) shall not require a conveyance or payment in lieu that is greater than,

- (a) in the case of land proposed for development or redevelopment that is five hectares or less in area, 10 per cent of the land or the value of the land, as the case may be; and
- (b) in the case of land proposed for development or redevelopment that is greater than five hectares in area, 15 per cent of the land or the value of the land, as the case may be.

Deemed amendment of by-law

(3.4) If a by-law passed under this section requires a conveyance or payment in lieu that exceeds the amount permitted by subsection (3.3), the by-law is deemed to be amended to be consistent with subsection (3.3).

Encumbered land, identification by Minister of Infrastructure

(4.27) The Minister of Infrastructure may, by order, identify land as encumbered land for the purposes of subsection (4.28) if,

- (a) the land is designated as transit-oriented community land under subsection 2 (1) of the *Transit-Oriented Communities Act, 2020*;
- (b) the land is,
 - (i) part of a parcel of land that abuts one or more other parcels of land on a horizontal plane only,
 - (ii) subject to an easement or other restriction, or
 - (iii) encumbered by below grade infrastructure; and

- (c) in the opinion of the Minister of Infrastructure, the land is capable of being used for park or other public recreational purposes.

Same, conveyance of described land

(4.28) If land proposed for development or redevelopment includes land identified as encumbered land in an order under subsection (4.27), the encumbered land,

- (a) shall be conveyed to the local municipality for park or other public recreational purposes; and
- (b) despite any provision in a by-law passed under this section, shall be deemed to count towards any requirement, set out in the by-law, applicable to the development or redevelopment.

Same, non-application of *Legislation Act, 2006*, Part III

(4.29) Part III (Regulations) of the *Legislation Act, 2006* does not apply to an order made under subsection (4.27).

9 (1) Section 51 of the Act is amended by adding the following subsection:

Same, exception

(25.1) With respect to an application made on or after the day a regulation made pursuant to this subsection comes into force, despite subsection (25), the approval authority may not impose conditions respecting any prescribed matters.

(2) Subsection 51 (33) of the Act is repealed and the following substituted:

Extension

(33) The approval authority may extend the approval for a time period specified by the approval authority, but no extension under this subsection is permissible if the approval lapses before the extension is given, even if the approval has been deemed not to have lapsed under subsection (33.1).

Deemed not to have lapsed

(33.1) If an approval of a plan of subdivision lapses before an extension is given, the approval authority may deem the approval not to have lapsed unless,

- (a) five or more years have passed since the approval lapsed;
- (b) the approval has previously been deemed not to have lapsed under this subsection; or
- (c) an agreement had been entered into for the sale of the land by a description in accordance with the draft approved plan of subdivision.

Same

(33.2) Before an approval is deemed not to have lapsed under subsection (33.1), the owner of the land proposed to be subdivided shall provide the approval authority with an affidavit or sworn declaration certifying that no agreement had been entered into for the sale of any land by a description in accordance with the draft approved plan of subdivision.

Same, new time period

(33.3) If an approval authority deems an approval not to have lapsed under subsection (33.1), the approval authority shall provide that the approval lapses at the expiration of the time period specified by the approval authority.

10 Section 51.1 of the Act is amended by adding the following subsections:

Conveyance of described land

(2.4) If land proposed for a plan of subdivision includes land identified as encumbered land in an order under subsection 42 (4.27), the encumbered land,

- (a) shall be conveyed to the local municipality for park or other public recreational purposes; and
- (b) despite any provision in a by-law passed under section 42, shall be deemed to count towards any requirement applicable to the plan of subdivision under this section.

Exception, transit-oriented community land

(3.3) Subsection (3.4) applies to land that is designated as transit-oriented community land under subsection 2 (1) of the *Transit-Oriented Communities Act, 2020*.

Limits on subs. (2) re conveyance percentage

(3.4) The amount of land a municipality may require to be conveyed under subsection (2) or the amount of a payment in lieu a municipality may require under subsection (3.1) shall not exceed,

- (a) if the land included in the plan of subdivision is five hectares or less in area, 10 per cent of the land or the value of the land, as the case may be; or
- (b) if the land included in the plan of subdivision is greater than five hectares in area, 15 per cent of the land or the value of the land, as the case may be.

11 The Act is amended by adding the following section:

Reporting on planning matters

64 A council of a municipality or planning board, as the case may be, shall,

- (a) if requested by the Minister, provide such information to the Minister on such planning matters as the Minister may request; and
- (b) report on the prescribed planning matters in accordance with the regulations.

12 Subsection 70.1 (1) of the Act is amended by adding the following paragraphs:

- 26. prescribing conditions for the purposes of subsection 51 (25.1);

30.0.1 for the purposes of section 64,

- i. prescribing the planning matters in respect of which municipalities and planning boards must report and the information about the planning matters that must be included in a report,
- ii. identifying the persons to whom a report must be provided,
- iii. specifying the frequency with which reports must be produced and provided, and
- iv. specifying the format in which a report must be provided;

13 The Act is amended by adding the following section:

Regulations re surety bonds and other instruments

70.3.1 (1) The Minister may make regulations,

- (a) prescribing and defining surety bonds and prescribing and further defining other instruments for the purposes of this section;
- (b) authorizing owners of land, and applicants for approvals in respect of land use planning matters, to stipulate the specified types of surety bond or other instrument to be used to secure an obligation imposed by the municipality, if the municipality requires the obligation to be secured as a condition to an approval in connection with land use planning, and specifying any particular circumstances in which the authority can be exercised.

Definition

(2) In this section,

“other instrument” means an instrument that secures the performance of an obligation.

Commencement

14 (1) Except as otherwise provided in this section, this Schedule comes into force on the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

(2) Subsections 4 (2) and 7 (5) come into force on the later of January 1, 2023 and the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

(3) Subsections 7 (2), (3), (7) and (9) come into force on the later of July 1, 2022 and the day the *More Homes for Everyone Act, 2022* receives Royal Assent.

(4) Section 13 comes into force on a day to be named by proclamation of the Lieutenant Governor.



CAPITAL FINANCIAL REPORT

For the Month of June 2022

GENERAL CAPITAL
Revenues & Expenditures
as at June 30, 2022

	Project	2022					
		Actual	Budget	Variance			
REVENUES							
	Transfer from Operations		1,022,097	(1,022,097)			
	Transfer from Reserves	37,321	6,711,308	(6,673,987)			
	Borrowing		3,118,334	(3,118,334)			
	Provincial Funding	225,174	869,390	(644,216)			
	Federal Gas Tax		629,229	(629,229)			
	Efficiency Funding		143,747	(143,747)			
	Ontario Community Infrastructure Fund (OCIF)	277,788	810,881	(533,093)			
	Enabling Accessibility Funding		100,000	(100,000)			
	Provincial Gas Tax		110,550	(110,550)			
	Investing in Canada Infrastructure Program (ICIP)		224,450	(224,450)			
	Transport Canada		527,848	(527,848)			
	Ontario Trillium Fund		500,000	(500,000)			
	Public / Private Partnerships	40,315	108,486	(68,171)			
TOTAL REVENUES		\$ 580,597	\$ 14,876,320	\$(14,295,723)			
EXPENSES							
					% Completion	G	Y R
Corporate Services:	Cemetery Zero Turn Mower	7,708	20,000	(12,292)	100%	x	
	Grant Drain		150,000	(150,000)	0%		
	Peters Road Drain		150,000	(150,000)	0%		
Fire:	Fire Alarm Station 2		8,000	(8,000)	10%	x	
	Irwin Fill Station 3		23,000	(23,000)	25%	x	
Public Works:	2022 Roads Program	11,830	3,000,000	(2,988,170)	30%	x	
	Grant Drive Ext. Construction	9,208	1,600,000	(1,590,792)	50%	x	
	West Road Culvert Relining		100,000	(100,000)	5%	x	
	Radley Hill - Road Upgrades		659,810	(659,810)	25%	x	
	Pedestrian Cross Walk		100,000	(100,000)	50%	x	
Solid Waste:	Landfill Expansion	19,568	3,000,000	(2,980,432)	50%	x	
Property Mtnce:	Haileybury Fire Station (carryover)	867,414	2,200,000	(1,332,586)	55%	x	
	NL Arena Accessibility Project	38,979	1,000,000	(961,022)	40%	x	
	PFC Upgrades (floor & water softener)		70,000	(70,000)	50%	x	
	Spurline Accessibility Upgrades		30,000	(30,000)	15%		x
	Dymond Salt Shed Roof Repair	8,203	20,000	(11,797)	100%	x	
	PFC Roof Replacement	605	800,000	(799,395)	35%	x	
Fleet:	Small Fleet Replacement (carryover)	101,863	101,710	153	100%	x	
	Tri Axle Dump Truck (carryover)	205,233	215,700	(10,467)	100%	x	
	Fire Rescue (carryover)	430,096	430,100	(4)	100%	x	
	Dump Truck (box replacement)	22,743	25,000	(2,257)	100%	x	
	Backhoe	189,949	200,000	(10,051)	100%	x	
Transit:	Transit Bus	338,852	335,000	3,852	100%	x	
Recreation:	Air Runner Treadmill	5,806	7,000	(1,194)	100%	x	
	Haileybury Arena Chiller	25,515	100,000	(74,485)	90%	x	
	Splash Pad (carryover)	24,226	200,000	(175,774)	75%	x	
	Olympia Replacement (Electric)		170,000	(170,000)	70%	x	
	PFC Floor Machine	6,112	6,000	112	100%	x	
	Lawnmower Replacement	16,734	20,000	(3,266)	100%	x	
	Spurline Parking Lot Paving		115,000	(115,000)	0%		x
	Utility Terrain Vehicle		20,000	(20,000)	0%		x
	Tennis Court Resurfacing	29,844	-	29,844			
	Wabi Pedestrian Bridge Project	2,584	-	2,584			
	Farr Park - Old Hlby Food Bank Demolition	7,021	-	7,021			
TOTAL EXPENSES		\$ 2,370,095	\$ 14,876,320	\$(12,506,225)			
SURPLUS / (DEFICIT)		\$(1,789,498)	\$ -	\$(1,789,498)			

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at June 30, 2022

				2022			
				Actual	Budget	Variance	
REVENUES							
Transfer from Operations				70,311	815,000	(744,689)	
Borrowing				-	600,000	(600,000)	
TOTAL REVENUES				\$ 70,311	\$ 1,415,000	\$ (1,344,689)	
EXPENSES							
ICI Water Meter Program				237,681	600,000	(362,319)	75% X
Hlby WTP Filter Replacement				-	300,000	(300,000)	0% X
Hlby WWP Rehabilitation				-	185,000	(185,000)	35% X
Robert/Elm Pumping Station - By-pass Install				-	250,000	(250,000)	50% X
Farr Drive Pump Repairs*				70,311	80,000	(9,689)	100% X
TOTAL EXPENSES				\$ 307,992	\$ 1,415,000	\$ (1,107,008)	

Memo

To: Mayor and Council
From: Kelly Conlin, Municipal Clerk
Date: August 9, 2022
Subject: Police Service Detachment Board Structure
Attachments: None

Mayor and Council:

The Community Safety And Policing Act has been in progress since 2019 with part of the Act referring to Section 10 – Detachment Boards for communities who receive Section 10 Policing, such as the communities within the Temiskaming District.

The establishment of the Section 10 Detachment Boards was well underway at the lead of Chris Oslund, former City Manager who attended several Council meetings throughout the district, and had discussions with the Ministry of Solicitor General representatives concerning the proposed structure of the Detachment Boards within the catchment area of the Temiskaming Detachment of the Ontario Provincial Police. The establishment of Detachment Boards throughout Ontario is not expected to be formally announced until April of 2023.

After discussion at the Police Services Board meeting on July 18, 2022; the Board requested that Chris be given the opportunity to continue in this liaison role until such time that the Detachment Boards within the catchment area are established.

If Council is in favour, a letter will be sent to the Township of Coleman requesting their consideration to allow Chris Oslund to continue in the role.

Submission:

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kelly Conlin
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

John Telfer
Interim City Manager

Memo

To: Mayor and Council
From: Kelly Conlin, Municipal Clerk
Date: August 9, 2022
Subject: Amendment to Delegation of Authority “Lame-Duck” Period
Attachments: Draft By-law Amendment (**Please refer to By-law No. 2022-128**)

Mayor and Council:

At the June 7, 2022 Regular meeting, Council passed By-Law 2022-099 – Delegation of Authority during “Lame-Duck” Period, which delegates authority to the City Manager from August 19, 2022 to November 15, 2022 if required.

Staff are recommending an amendment to the Delegation of Authority By-Law to include the wording “*or Designate*” in all applicable sections that delegate authority to the City Manager. This amendment would provide the authorities outlined in By-Law 2022-099 to the position while it remains filled on an interim basis.

Submission:

Prepared by: Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Kelly Conlin
Municipal Clerk

John Telfer
Interim City Manager

Subject: Telecommunications Tower
Agreement with Bell Mobility
(Morissette Drive)

Report No.: CS-033-2022

Agenda Date: August 9, 2022

Attachments

Appendix 01: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-033-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into a new a land lease agreement with Bell Mobility for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term, for consideration at the August 9, 2022 Regular Council meeting.

Background

The City of Temiskaming Shores currently has an agreement with Bell Mobility related to a communication tower at the end of Morissette Drive in Haileybury, legally described as BUCKE CON 3 PT LOT 13 AND RP 54R4351 PARTS 1 AND 2 (5418-030-006-11800).

The Town of Haileybury through By-law No. 1997-017 entered into an agreement for the installation of communications tower at the end of Morissette Drive on municipally owned land. That arrangement continues today and is currently governed through By-law No. 2010-037, as amended. In 2013, the parent By-law was amended by By-law No. 2013-126 to extend the lease to July 31, 2018 at a rate payable to the City of \$7,500/year, and was amended again in 2018, by By-law No. 2018-087 to extend the lease to the December 31, 2022 at a rate of \$7,500/year, payable to the City. Note: there appears to be a clerical error in By-law No. 2018-087, as the by-law indicates a renewal term of four complete years (i.e., until July 31, 2023); however, also notes a termination date of December 31, 2022. Staff spoke with Bell Mobility and the current agreement is billed on the August 1st to July 31st annual cycle. Therefore, Bell recommended an August 1, 2023 renewal date for the updated agreement.

Analysis

The City received the new agreement from Bell Mobility for the lease of land for the Morissette tower. The new agreement has a longer renewal period (5 year original term, plus three successive 5 year terms), and a termination clause was added for the Landlord (i.e. the City) to include a twenty-four (24) month prior written notice to the Tenant (i.e. Bell).

The rental fee was previously established at a flat rate of \$7,500 per year. Bell is now proposing \$8,000 (exclusive of taxes), plus a 2 percent increase for each subsequent year in the term (including renewed terms).

The agreement was presented to the Corporate Services Committee meeting on July 22, 2022 and the following recommendation was adopted:

Recommendation CS-2022-045

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agree to enter into a new land lease agreement with Bell Mobility for the Morissette Communication Tower for a term of 5 years commencing on August 1, 2023 at a lease rate of \$8,000, plus a 2% increase for each subsequent year in the term. A By-law will be prepared for this agreement.

CARRIED

It is recommended that Council direct staff to prepare a by-law to enter into a new a land lease agreement with Bell Mobility for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of \$8,000 (exclusive of taxes), plus a 2 percent increase for each subsequent year in the term.

Relevant Policy / Legislation / City By-Law

- By-law No. 2010-037 - Being a by-law to authorize the lease of land to NorthernTel Limited Partnership
- By-law No. 2013-126 – Being a by-law to amend By-law No. 2010-037 being a by-law authorize the lease of land to NorthernTel Limited Partnership
- By-law No. 2018-087 - Being a by-law to amend By-law No. 2010-037 being a by-law to authorize the Lease of Land to NorthernTel Limited Partnership (now Bell Mobility Inc.)

Consultation / Communication

- Corporate Services Committee – July 22, 2022

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 ☒

Under By-law No. 2010-037, the City currently receives \$7,500 per year; under the new agreement, the City would expect to receive \$8,000 per year (exclusive of taxes), plus a 2 percent increase for each subsequent year in the term.

As such, there are no budgetary impacts in 2022, and the updated figure will be taken into account for the 2023 Municipal Budget.

Staffing implications are limited to normal responsibilities.

Alternatives

No alternatives are being proposed by staff.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kelly Conlin
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

John Telfer
Interim City Manager

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this 6th day of July, 2022.

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as **Part of Lot 13, Concession 3, Timiskaming Shores, Ontario**, which is more particularly described in Schedule “A” attached (the “Property”), and leases to the Tenant any portion of the Property outlined on the plan(s) attached as Schedule “B” (the “Leased Premises”), for the Tenant’s, its agents’, employees’, contractors’, assignee’s and sublessee’s exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the “Equipment”) for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to maintain the access road already constructed on the Leased Premises, which access road forms part of the Leased Premises.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant’s expense to the reasonable satisfaction of the Landlord.

3. TERM. The term of this Lease (the “Term”) shall be for five (5) years, commencing on **August 1, 2023** (the “Commencement Date”), and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section **5** of this Lease.

4. RENT. During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule “C” attached (the “Rent”), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is _____, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant’s obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. “Sales Taxes” means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax (“HST”).

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers (“EFT”). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an “Extended Term”) on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule “C” to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the “Taxes”) in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant’s use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the “Taxes Notice”), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any

governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant’s sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant’s sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant’s reasonable opinion; to enable the Tenant to contest such Taxes.

7. ELECTRICITY. The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord’s electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with a separate meter installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

8. ACCESS. The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant (“24/7 Access”). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation. In emergency situations (as deemed by the Tenant, acting reasonably), in the event that the Landlord denies or fails to provide the Tenant, its agents, employees or contractors with access to the Property or Leased Premises within four (4) hours, then, in addition to any other rights or remedies available to the Tenant under this Lease or at law, the Rent shall abate for one (1) month for each hour that such access is not available to the Tenant beyond such four (4) hour period. The Landlord acknowledges and agrees that in regards to any such abatement, at the Tenant’s option: (i) the Landlord shall immediately reimburse the Tenant the amount of such abatement; or (ii) the Tenant shall be permitted to set off the amount of such abatement against any amount owing by the Tenant to the Landlord under this Lease.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT’S WORK.

- (a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted.
- (b) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord’s consent (“Alterations”). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunications tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule “B” may be substituted with new plans delivered by the Tenant to the Landlord (the “New Plans”), and the New Plans shall be deemed to form part of this Lease.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination,

Tenant Initials	Landlord Initials
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the Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

Furthermore, the Landlord shall have the right to terminate this Lease, for the purpose of redevelopment of the Property, if required by the Landlord, acting reasonably, by giving twenty-four (24) months prior written notice to the Tenant.

11. **RESTORATION.** Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises within a reasonable time, and the Tenant shall make good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the “Restoration Obligations”). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, conduits, or concrete foundations.

12. **INSURANCE AND INDEMNITY.** The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. **ENVIRONMENTAL.** The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the “Contaminants”). If Contaminants that are not in compliance with Laws (“Contaminants Not In Compliance”) are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

14. **INTERFERENCE.** The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property (“Interference”). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant’s standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant’s quiet enjoyment of the Leased Premises is protected.

15. **ASSIGNMENT.** The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord’s rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. **GENERAL.**

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant’s expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.

- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. “Laws” means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.
- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.
- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally or by courier to the party for whom it is intended, or, if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are set forth for each party below.

In the case of the Landlord to:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
325 Farr Drive, P.O. Box 2050
Haileybury, Ontario
POJ 1K0

Attention: Town Clerk

In the case of the Tenant to:

BELL MOBILITY INC.
5099 Creekbank Road,
Building D, 6th Floor North
Mississauga, Ontario
L4W 5N2

Attention: Real Estate Services

Either party to this Lease may change its address for by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.
- (h) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at **705-672-3363 ext. 4136** or lbelanger@temiskamingshores.ca.
- (i) It is an expressed condition of this Lease that the provisions of Section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.
- (j) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and

- (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (k) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (l) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors’ or subcontractors’ shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar of dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party’s obligations under this Lease.
- (m) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.
- (n) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (o) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (p) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.
- (q) The Landlord and the Tenant acknowledge and agree that Schedules “A”, “B” and “C” as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (Landlord)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name: Timothy Hollett
Title: Director, Network

I have authority to bind the corporation.

Tenant Initials	Landlord Initials
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SCHEDULE “A”

LEGAL DESCRIPTION OF PROPERTY

Engineering Code: **T0983**
Municipality: **Temiskaming Shores**
Province: **Ontario**

Legal Description: PT LT 13 CON 3 BUCKE AS IN LT943; EXCEPT PTS 6, 7, 8, 9, 10, 11, 12 & 13 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47 TEMISKAMING SHORES; DISTRICT OF TEMISKAMING;

Property Identifier: 613510235

Tenant Initials	Landlord Initials
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SCHEDULE “B”

PLAN(S) OF LEASED PREMISES



Tenant Initials	Landlord Initials
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SCHEDULE “C”

RENT FOR TERM

1.

During the period commencing on the Commencement Date and ending on that date which is one (1) year following the Commencement Date, Rent shall be **Eight Thousand Dollars (\$8,000.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), payable in twelve equal monthly payments, each due in advance of the first day of the month, by the Tenant to the Landlord.
2.

For every subsequent year of the Term, the annual rent will be equal to the annual rent paid in the preceding year increased by two percent (2%), payable in twelve equal monthly payments, each due in advance of the first day of the month, by the Tenant to the Landlord.

RENT FOR EXTENDED TERMS

1.

During every year of every Extended Term (as applicable), the Tenant shall pay to the Landlord the annual rent paid in the preceding year increased by two percent (2%), payable in twelve equal monthly payments, each due in advance of the first day of the month, by the Tenant to the Landlord.

Subject: Next Generation 9-1-1 Authority
Service Agreement

Report No.: CS-034-2022

Agenda Date: August 9, 2022

Attachments

Appendix 01: Bell NG9-1-1 Update Webinar Presentation

Appendix 02: Draft Next Generation 9-1-1 Authority Service Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-034-2022;
2. That Council for the City of Temiskaming Shores approves entering into a Next Generation 9-1-1 Authority Service Agreement with Bell Canada for the provision of 9-1-1 services; and
3. That Council for the City of Temiskaming Shores directs staff to prepare a by-law authorizing the execution of the Next Generation 9-1-1 Authority Service Agreement with Bell Canada and all required documentation for the provision of the 9-1-1 Program, for consideration at a future council meeting.

Background

Since 2007, the City of Temiskaming Shores has contracted with the Ontario Provincial Police for the provision of 911 Central Emergency Reporting Bureau (CERB) Services, as municipalities pay the PSAPs to handle their 9-1-1 calls. The agreement was renewed in 2013 (By-law No. 2013-057) and again in 2018 (By-law No. 2018-135), to extend the agreement to September 8, 2023.

The introduction of Next Generation 9-1-1 service requires a new agreement to be executed between 9-1-1 Authorities (i.e., Municipal, Provincial, First Nations, Local Service Boards, etc.) and the 9-1-1 Service Provider.

The agreement – the Next Generation 9-1-1 Authority Service Agreement (NG9-1-1 Agreement) – will supersede all existing 9-1-1 PERS Agreements and/or Province Wide E9-1-1 Service Agreements; however, will coexist for a period of time and will be the same for everyone across Bell territory.

The PERs and the NG9-1-1 agreements will run in parallel until all the PSAPs have migrated on to the NG9-1-1 network, and then the NG9-1-1 agreement will be the only one in place between Bell and the municipality.

Bell offered municipalities to participate on a webinar, the slides have been attached as **Appendix 01** for information purposes.

Analysis

Bell has filed the NG9-1-1 Authority Service Agreement with the Canadian Radio-television and Telecommunications Commission (CRTC) on October 18, 2021 and it was subsequently approved by Telecom Order CRTC 2021-420 on December 16th 2021.

The transition to Next Generation 9-1-1 requires a new agreement to be executed, and this new agreement with Bell Canada will supersede all existing 9-1-1 agreements that the City currently has in place with Bell Canada for the provision of 9-1-1 services.

Bell Canada must be in receipt of a signed NG9-1-1 Agreement from all 9-1-1 Authorities prior to migrating to “go live” NG9-1-1. For Example: If a PSAP answers 9-1-1 calls from 15 Counties/Regions/Municipalities, Bell must have received the 15 signed NG9-1-1 Authority Agreements before proceeding with the migration. Bell will also be establishing a separate agreement with each Provincial emergency organization i.e. Police, Ambulance.

The agreement (received on May 9th, 2022) is attached to this report as **Appendix 02**, with one page being redacted – Schedule C, which shows name and address of our primary and secondary Public Safety Answering Points (PSAPs) for privacy considerations. Should Council approve, Bell will be notified and they will complete the agreement setup by filling in the editable sections, for approval by Council through by-law at a future Council meeting.

The term of this Agreement will begin on the date it is signed by the 9-1-1 Authority and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement. Upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period.

The 9-1-1 Authority plays a critical role in advancing NG9-1-1 forward through the execution of the NG9-1-1 Authority Service Agreement. This is the first step to permitting the PSAPs (Public Safety Answering Point) identified in this agreement (schedule C) who provide 9-1-1 answer/dispatch service for the City, to begin their migration from E9-1-1 to NG9-1-1 with Bell Canada. Full integration is anticipated by March of 2025.

The agreement was reviewed and presented to the Corporate Services Committee meeting on July 22, 2022 and the following recommendation was adopted:

Recommendation CS-2022-046

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agree to enter into a new agreement with Bell Canada for the Next Generation 9-1-1 Agreement.

CARRIED

Relevant Policy / Legislation / City By-Law

- Agreement with the Canadian Radio-television and Telecommunications Commission (CRTC) on October 18, 2021 and it was subsequently approved by Telecom Order CRTC 2021-420 on December 16th 2021.

Consultation / Communication

- Consultation with City Manager
- Corporate Services Committee – July 14, 2022

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 ☐

Currently, Bell does not charge municipalities for the 9-1-1 service; and this will remain true for NG9-1-1. However, residents do get charged monthly for 9-1-1 on their landline or cellular bill.

As noted above, Municipalities pay the PSAPs to handle their 9-1-1 calls. Under By-law No. 2018-135, the City currently pays \$5,553.90 per year based upon a population of 9,900.

Alternatives

No alternatives are being proposed by staff.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kelly Conlin
Municipal Clerk

Shelly Zubych
Director of Corporate
Services

John Telfer
Interim City Manager

Beh

NG9-1-1 Update

Presented by Bell 9-1-1 team

2021 06 09


Bell



Disclaimer

This 9-1-1 Webinar is specific to Bell Canada's 9-1-1 Serving Territory. Some content may not be applicable to all attendees.

Agenda

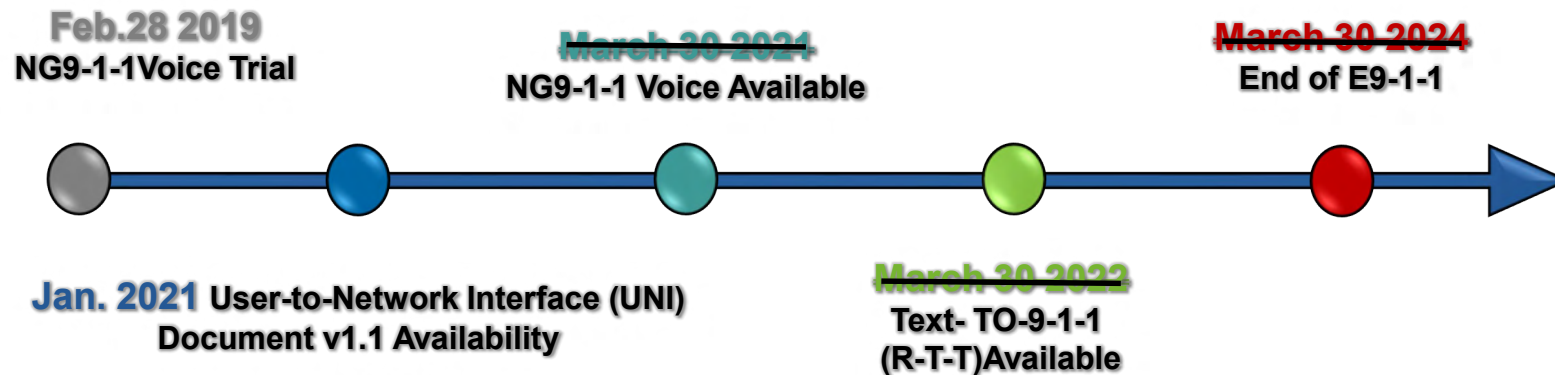
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- **NG9-1-1 Timelines Update**
 - **Bell NG9-1-1 Voice Trial Progress Report**
 - **NG9-1-1 Authority Agreement Overview**
 - **NG9-1-1 / 9-1-1 Flex Portal Resources**
 - **Questions and Answers**



NG9-1-1 Timelines Update

NG9-1-1 Timelines Update

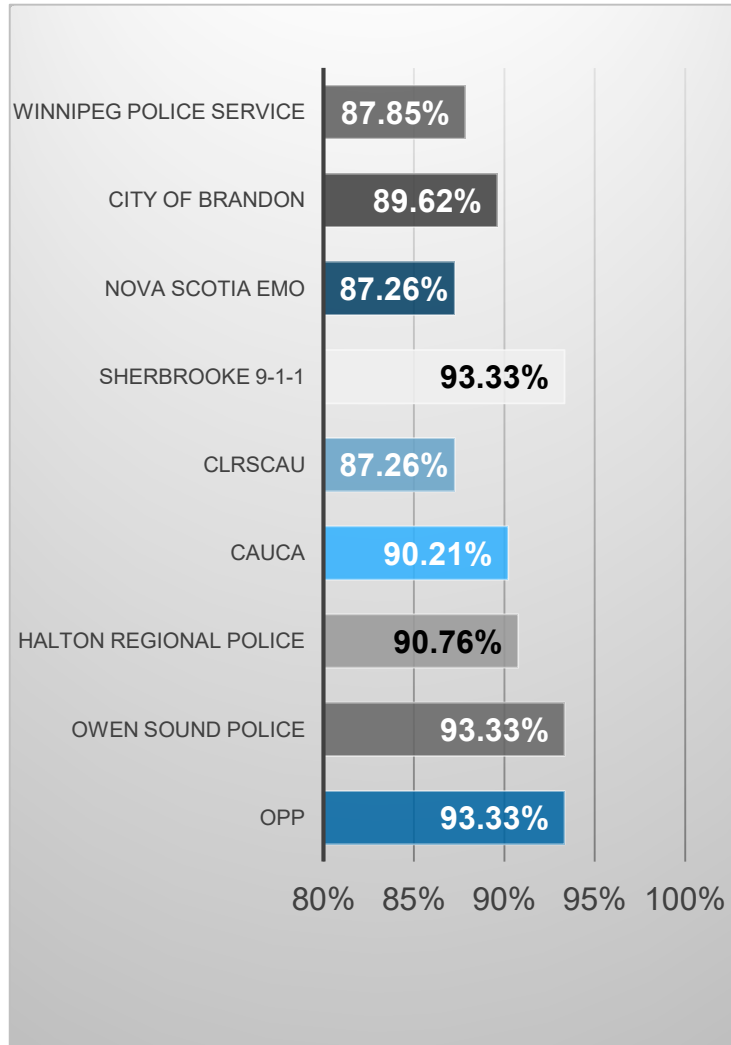
On April 8, 2020, the CRTC announced a suspension of the NG9-1-1 launch dates and deadlines due to the exceptional circumstances brought about by COVID-19.





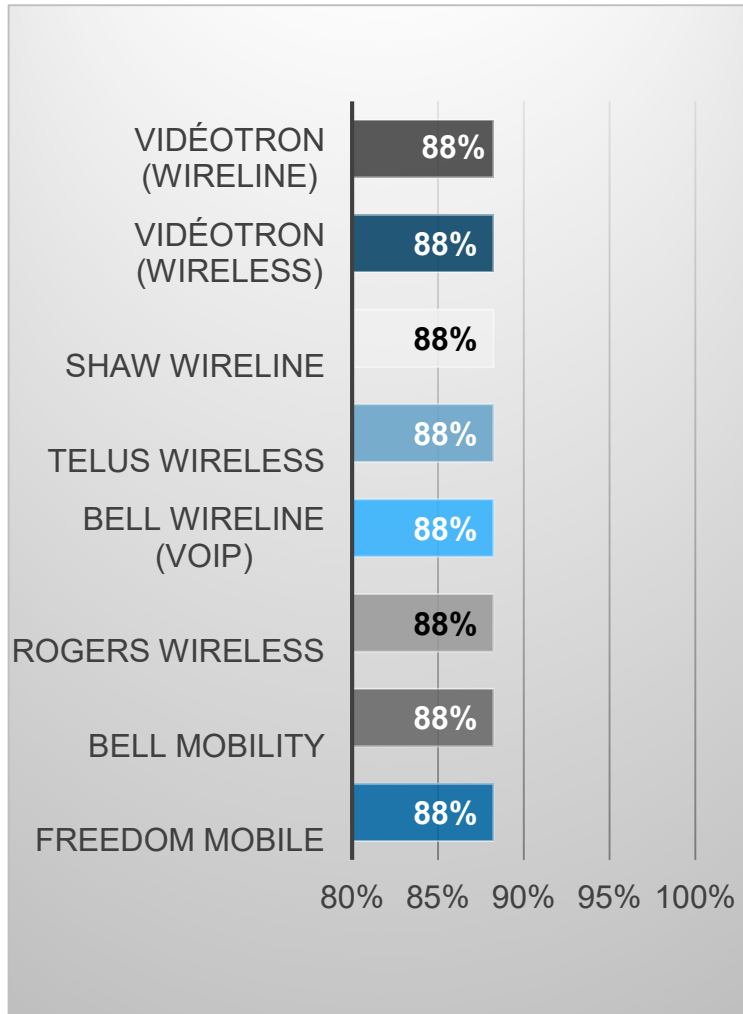
Bell NG9-1-1 Voice Trial Progress Report

Voice Trial Update - PSAP



- Teleworking brought challenges
- The implementation of certain functionalities in the PSAPs
 - Capture of call traces for investigation with the supplier
 - Sometimes requires an application update to the PSAPs
 - The update brings other conditions
 - Suppliers do not all develop at the same rate
- Coordination with several participants (Bell, ONP and PSAP)
- Current PSAP operations always take priority

Voice Trial Update – Originating Network Provider (ONP)



Challenges to date:

- ONP performs tests with different ESInet suppliers
- Limited access to the environment from which calls are initiated
- Tests have shown that some standards have been interpreted differently

Voice Trial Update

Calls have been established on TELUS and Bell ESInets

The types of calls and features that were successful

- ✓ wireless calls
- ✓ wired calls
- ✓ reception of a NG call to an E9-1-1 centre
- ✓ receiving an E9-1-1 call at a NG9-1-1 centre
- ✓ call transfer to NG9-1-1 and E9-1-1 centres
- ✓ extraction of the geolocation of a NG9-1-1 call
- ✓ extraction of an EIDO reference
- ✓ RTT point to point test call has been made between one ONP and one PSAP





NG9-1-1 Authority Agreement Overview

When will the agreement be available?

- Bell will file the NG9-1-1 Authority Agreement for approval with the Canadian Radio-television and Telecommunications Commission (CRTC) approximately one month before the set date for the production of the next-generation 9-1-1 network (NG9-1-1).
- The NG9-1-1 Authority Agreement will replace all existing E9-1-1 agreements but will coexist for a period of time and will be the same for everyone across Bell territory.
- The new agreement will be distributed and made available following approval.
- The NG9-1-1 Agreement is between Bell and the 9-1-1 Authority, not with the PSAP

Who is the designated "9-1-1 Authority" in the agreement?

"9-1-1 Authority" means the Municipality, Local Service Board, First Nation, Province or any other Authorized signing authority responsible for 9-1-1 service operations.

Term and Termination

Term: The term of this Agreement (the “Initial Term”) will begin on the date it is signed by the 9-1-1 Authority (the “Effective Date”) and it will expire or terminate after **ten (10) years** unless otherwise terminated under the terms of this Agreement.

Renewal Term(s): Upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of **five (5) years** each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a “Renewal Term”). The Initial Term and any Renewal Term(s) are collectively referred to as the “Term”.

Termination or Suspension of a Service: Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority’s traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with **six (6) months prior written notice**.

Designations and Locations of PSAPs

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)			
Secondary PSAP Police (*1 & *2)			
Secondary PSAP Fire (*1 & *2)			
Secondary PSAP Ambulance (*1 & *2)			
Additional Offnet Agency if required (*1 & *2 & *3) i.e. Poison control			
Designated Provincial or Territorial default i3 PSAPs (*4)			
Notes: *1 – 9-1-1 Authority shall ensure all PSAP sites meet the NG9-1-1 requirements. *2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change. *3 – “Offnet” Agencies are not connected to the ESInet over an IP-UNI *4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.			

The participation of the PSAPs will be requested to validate the information of this form.

- **PSAP or Public Security Call Centre:** Refers to an entity responsible for receiving 9-1-1 calls and handling these 9-1-1 calls in accordance with a specific operational policy - a main public security point, a point secondary public security and Public security relief point. These must be identified by the 9-1-1 authority on the appendix "designations and locations of PSAPs".
- **Off-Network Agency:** means an agency outside the NG9-1-1 network, such as a poison control centre or hospital, which may be designated by the 9-1-1 authority to be able to receive (PSTN) calls transferred by a PSAP via ESInet.

NG9-1-1 GIS requirements

MSAG data as used today will continue to be our source of information until the implementation of the new Geographic Information System currently under discussion at TIF-92.

Municipality, County or Other Government Entity name	GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name	Provincial \ Territorial Legislation (Y/N)

* In the absence of provincial or territorial legislation defining a data aggregation organization, by default, Bell will be the defined GIS and addressing data aggregator as defined by CTRC



Geographic Information System, or GIS, refers to a system for capturing, storing, displaying, analyzing and managing data and associated attributes that are spatially referenced

- If a third party must provide GIS data on behalf of the 9-1-1 authority, this party must be identified in the appendix opposite.
- The specific 9-1-1 GIS data layers must be delivered directly to Bell in a secure manner without passing through a shared open platform.
- Be responsible for changes to 9-1-1 call routing resulting from submitted GIS data.



PSAP Deployment Criteria

IP VPN ESInet Interconnection

All primary and secondary i3-PSAPs are entitled to a single backup location. All of these sites come with two redundant data paths and must make use of both. If the 9-1-1 Authority requires additional circuits, these arrangements may be provided by Bell for a fee; PSAPs must make use of all available in-house diversity (cable entrance, power, etc.).

PSAP CEE Interconnection Requirement

All PSAPs shall employ a NENA i3 compliant Border Control Function (“BCF”) as defined in the Bell NG9 1 1 UNI technical specification as a mandatory condition of interconnection with the NG9-1-1 network. The BCF must be comprised of a minimum of both a firewall and session border controller function and be deployed in a manner which prevents single points of failure.

Bandwidth Requirement

PSAPs shall ensure their local network infrastructure (i.e., Local Area Network [LAN] and/or private Wide Area Network [WAN]) is sized appropriately to support the bandwidth of all NG9-1-1 traffic as calculated and provisioned by the NG9-1-1 Network Provider, in addition to their own in-house network requirements;

i3 Call Handling CODEC requirement

All PSAPs shall implement the mandatory list of CODECs as defined in Telecom Decision CRTC 2019-353 (<https://crtc.gc.ca/eng/archive/2019/2019-353.htm>) and make necessary changes as updates become approved by CRTC.

PSAP Deployment Criteria

IP Network protocol support

All PSAPs shall deploy Dual Stack as the method for simultaneous use of IPv4 & IPv6 address spaces, or to individually perform Network Address Translation - Protocol Translation (“NAT-PT”) for their Network Domain as defined in the Bell NG9-1-1 UNI technical specification. This is a mandatory condition to interconnect to the NG9-1-1 Service Network.

End-to-end encryption or *E2EE*

All PSAPs shall support encryption of traffic from and towards the ESInet as defined in the Bell NG9-1-1 UNI technical specification.

QoS Support

All PSAPs shall implement the QoS requirements as defined in the Bell NG9-1-1 UNI technical specification.

PSAP Credentialing Agency - NG9-1-1 Network Provider service

All PSAPs shall utilize the Bell PSAP Credentialing Agency service. PSAPs shall identify to Bell as part of the onboarding process the individual or group responsible for acting as the Local Registration Authority (“LRA”).

PSAP Deployment Criteria

Contingency Routing

PSAPs shall communicate all 9-1-1 contingency arrangements to Bell including agreements and arrangements with other agencies in order to design and implement Policy Routing Rules accordingly.

Domain Name Service (DNS) – NG9-1-1 Network Provider service

PSAPs must utilize the Bell NGCS-based DNS service to ensure resiliency of DNS functions and seamless PCA functionality.

Network Time Protocol (NTP) – NG9-1-1 Network Provider Service

PSAPs are encouraged to utilize the Bell NGCS-based NTP service to ensure accurate time synchronization with all ESInet interconnected elements and as an additional time source within their Local Area Network (LAN).

Specifications and guidelines

Specifications, models and guidelines for the NG9-1-1 service can be found at <https://911flex.bell.ca/Login.html> under the heading “National communications”.

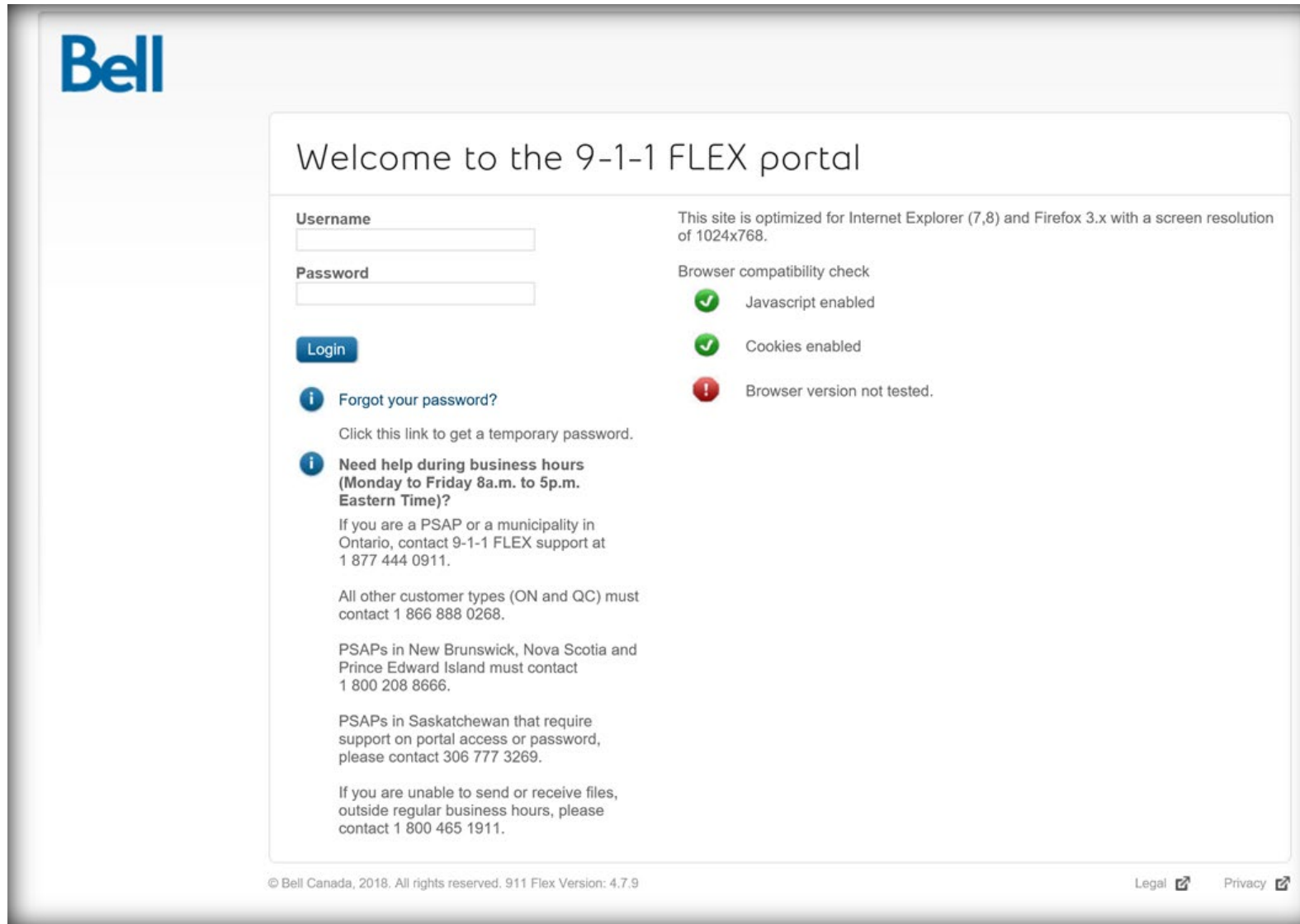
When will a PSAP migrate?

- In order for a PSAP to migrate onto the new NG9-1-1 platform, Bell must have received signed NG9-1-1 Authority Agreements from all 9-1-1 systems the PSAP is associated with.
- For Example: If a PSAP answers 9-1-1 calls from 15 Counties/Regions/Municipalities, Bell must have received the 15 signed NG9-1-1 Authority Agreements before proceeding with the migration.
- Bell will also be establishing a separate agreement with each Provincial emergency organization i.e. Police, Ambulance



NG9-1-1 / 9-1-1 Flex Portal Resources

NG9-1-1 / 9-1-1 Flex Portal Resources



The screenshot shows the Bell 9-1-1 FLEX portal login interface. At the top left is the Bell logo. The main heading is "Welcome to the 9-1-1 FLEX portal". Below this, there are input fields for "Username" and "Password", followed by a blue "Login" button. To the right of the login fields, there is a message: "This site is optimized for Internet Explorer (7,8) and Firefox 3.x with a screen resolution of 1024x768." Below this, a "Browser compatibility check" section shows three items: "Javascript enabled" with a green checkmark, "Cookies enabled" with a green checkmark, and "Browser version not tested" with a red exclamation mark. On the left side, below the login button, there are two information icons. The first is labeled "Forgot your password?" with the text "Click this link to get a temporary password." The second is labeled "Need help during business hours (Monday to Friday 8a.m. to 5p.m. Eastern Time)?" with detailed contact information for PSAPs and municipalities in Ontario, New Brunswick, Nova Scotia, and Prince Edward Island, and for PSAPs in Saskatchewan. At the bottom, there is a copyright notice: "© Bell Canada, 2018. All rights reserved. 911 Flex Version: 4.7.9" and links for "Legal" and "Privacy".

Bell

Welcome to the 9-1-1 FLEX portal

Username

Password

Login

This site is optimized for Internet Explorer (7,8) and Firefox 3.x with a screen resolution of 1024x768.

Browser compatibility check

- ✓ Javascript enabled
- ✓ Cookies enabled
- ! Browser version not tested.

i **Forgot your password?**
Click this link to get a temporary password.

i **Need help during business hours (Monday to Friday 8a.m. to 5p.m. Eastern Time)?**
If you are a PSAP or a municipality in Ontario, contact 9-1-1 FLEX support at 1 877 444 0911.



All other customer types (ON and QC) must contact 1 866 888 0268.

PSAPs in New Brunswick, Nova Scotia and Prince Edward Island must contact 1 800 208 8666.

PSAPs in Saskatchewan that require support on portal access or password, please contact 306 777 3269.

If you are unable to send or receive files, outside regular business hours, please contact 1 800 465 1911.

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Legal  Privacy 

NG9-1-1 / 9-1-1 Flex Portal Resources



Services

PSAP Report

Documents

Search

ESN Lists

General Informations

Municipalities

NG9-1-1 Onboarding
documentation

Documents

National Communications

PSAP Validation Process

Public Safety Answering
Point

NG9-1-1 Onboarding documentation



DOWNLOAD PSAP LAN ESInet Requirements Final v0.1.4

Contact Chart

Name	Role	Contact
Tom Paniak, ENP	Bell 9-1-1 Senior Manager, Network Architect	1-866-798-2819 tom.paniak@bell.ca
Marise Lachance	9-1-1 Senior Manager, Technical Architecture	1-418-691-3579 marise.lachance@bell.ca
David Pare, ENP	9-1-1 Senior Manager, Network Architect	1-418-691-3565 david.pare@bell.ca
Larry Breen	9-1-1 Service Manager (Ontario) – OPP, MOH, 519 and 905	1-866-287-4117 larry.breen@bell.ca
Phaedra van Buuren	9-1-1 SMC Manager (Ontario) and 9-1-1 Service Manager (Ontario) – 416, 613, 705, 807, and 905	1-855-444-5450 phaedra.vanbuuren@bell.ca
Dave Lemieux-Gagnon	9-1-1 Control Centre, Manager	1-418-691-1295 dave.lemieuxgagnon@bell.ca
Marie Leger	9-1-1 Service Manager (Quebec)	1-418-691-3573 marie.leger@bell.ca
Judy Young	9-1-1 Service Manager (Atlantic, RCMP ON)	1-902-487-2368 judith.young@bellaliant.ca
Chris Holigroski	9-1-1 Senior Product Manager (Manitoba)	1-204-941-8189 chris.holigroski@bellmts.ca
Richard Little, ENP	9-1-1 Specialist, Technical Network	1-506-694-2190 richard.little@bellaliant.ca
Martin Michaud	NG9-1-1 Network Technical Prime	1-844-935-1049 martin.michaud@bell.ca

Questions?



Thank You

NEXT GENERATION 9-1-1 AUTHORITY SERVICE AGREEMENT

This Agreement is between

[INSERT 9-1-1 AUTHORITY NAME], a municipality, local service board, first nation, province or other authorized signing authority located at **[INSERT ADDRESS]** (the "**9-1-1 Authority**")

AND

BELL CANADA, a company incorporated under the laws of Canada, and located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec H3E 3B3 ("**Bell**")

WHEREAS Next Generation 9-1-1 Service (as defined below) is a service that replaces Enhanced 9-1-1 ("**E9-1-1**") service and is based on Internet Protocol (IP) technologies and supports 9-1-1 Calls natively IP end-to-end;

AND WHEREAS the Canadian Radio-television and Telecommunications Commission ("**CRTC**") determined in Telecom Decision CRTC 2015-531 that Canada's NG9-1-1 system should use the National Emergency Number Association standard ("**NENA i3**") as the baseline reference architecture;

AND WHEREAS in June 2017, the CRTC rendered Telecom Regulatory Policy CRTC 2017-182, which, among other things, directed all Incumbent Local Exchange Carriers ("**ILEC**")s to establish Next Generation 9-1-1 networks by 9-1-1 network service providers;

AND WHEREAS Bell operates and manages a Next Generation 9-1-1 System serving the provinces where it is the ILEC and where requested by a Small Incumbent Local Exchange Carrier ("**SILEC**") to operate as the SILEC's NG9-1-1 network provider, including in the territory in which the 9-1-1 Authority operates.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in Schedule "A" (Definitions).

2. SCOPE OF AGREEMENT

- (a) **Agreement:** The 9-1-1 Authority requests and Bell will provide to the 9-1-1 Authority the Next Generation 9-1-1 services (the "**NG9-1-1 Service**") described below and in the schedules attached to, and forming part of, this agreement (each a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 2(b)), the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".
- (b) **Tariffed Services and CRTC Approval:** The NG9-1-1 Service is regulated by the CRTC and shall only be provided in compliance with the applicable tariffs including CRTC 7400, Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein.
- (c) **Service Description:** The NG9-1-1 Service provides a managed, private, dedicated IP network referred to as the Emergency Services Internet Protocol network ("**ESInet**"). The ESInet provides the transport and interconnectivity for all i3-PSAPs within the Serving Area as well as Originating Service Provider networks supporting 9-1-1 Calls over IP-based networks and devices. For i3-PSAPs, the ESInet is delivered to the PSAP operations premise using Bell's IP VPN service to the PSAPs authorized by the 9-1-1 Authority. The NG9-1-1 Service also provides a series of applications and service interfaces known as NG9-1-1 Core Services ("**NGCS**") and may include other third party applications from trusted entities as may be requested by the 9-1-1 Authority and agreed to by Bell.

Bell provided NG9-1-1 Service features are described in the User-to-Network Interface (“**UNI**”) and in Schedule ‘B’ (NG9-1-1 Network Features). 9-1-1 Authority agrees that Bell is not responsible nor liable for damages arising from 9-1-1 Authority’s use of third party applications in conjunction with the NG9-1-1 Service.

(i) In accordance with CRTC 7400, Bell Canada National Services Tariff Item 601, Bell agrees to:

- A. Provide NG9-1-1 Service to the 9-1-1 Authority within the Serving Area;
- B. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the 9-1-1 Authority and as listed in Schedule “C” (PSAP Designations & Locations);
- C. Selectively route and enable selective transfer of 9-1-1 Calls to the Primary-PSAP, Secondary-PSAPs and Dispatch Agency according to policy routing rules crafted to the needs of the 9-1-1 Authority, including those described in PSAP Contingency Plans;
- D. Transmit geodetic and/or civic location information, call back number of the 9-1-1 Caller and any additional available data elements as made available by the Originating Network Provider (“**ONP**”);
- E. Receive, aggregate and maintain into a single dataset representative of Bell’s entire serving area, mapping and addressing information provided by the 9-1-1 Authority or to its designee;
- F. Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy / errors reporting back to the 9-1-1 Authorities or to their designees;
- G. Maintain a dedicated 24X7 9-1-1 Control Centre to support the NG9-1-1 Service;
- H. Maintain a Basic 9-1-1 Final Routing Alternative involving a third-party call centre, such as those used for nomadic VoIP calls; and
- I. Enable access to location information when provided by-reference by the ONP with the original NG9-1-1 call;
- J. Enable access to the additional data repositories provided by trusted entities as defined by the CRTC.

(ii) The 9-1-1 Authority agrees to:

- A. Designate Primary PSAPs, Secondary PSAPs and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area;
- B. Where not otherwise defined by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the 9-1-1 authority, such party shall be identified in Schedule “G”, and that 9-1-1 specific GIS data layers must be provided directly to Bell in a secure manner without transiting through any shared open platform;
- C. Take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.
- D. Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in Schedule “D” (Specifications & Guidelines);

- E. Ensure, all PSAPs in the Serving Area are compliant with the deployment criteria listed in Schedule "E" (Deployment Criteria);
 - F. Ensure all PSAPs in the Serving Area have secure 9-1-1 data and systems which security includes physical security, network security, cybersecurity and all other considerations within the PSAPs domains;
 - G. Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard;
 - H. Ensure the Primary PSAP accepts specific planned test calls from the public;
 - I. Ensure the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3;
 - J. Resolve mapping and addressing discrepancies / errors reported to the GIS Authorities by Bell in a timely manner or as otherwise specified in the discrepancy report;
 - K. Provide supporting technical and operational documentation as listed in Schedule "D" (Specifications & Guidelines) on the Bell 9-1-1 Flex Portal; and
 - L. Ensure Bell is provided in writing the information listed in Schedule F where the 9-1-1 Authority is a Government Provincial PSAP and ensure such information is current at all times.
- (iii) The NG9-1-1 Authority acknowledges and agrees that NG9-1-1 Service resiliency, reliability and security depends upon the following:
- A. The type and capabilities of the Originating Service Provider and the technology from which 9-1-1 Calls originate;
 - B. The accuracy of the data provided by the various NG9-1-1 stakeholders including the 9-1-1 Authority, PSAP and Originating Service Providers and other trusted entities;
 - C. The use of encryption and appropriate security protocols as described in Schedule E of this Agreement and as may be further developed over time; and
 - D. The availability of entrance diversity configuration, and physical attributes including the distance between entry points and power diversity of the PSAP Location,
- and agrees that ensuring the foregoing elements are the best available will improve its experience with the NG9-1-1 Service.
- (iv) Bell and 9-1-1 Authority agree that the implementation of Next Generation 9-1-1 Service within the Serving Area shall be carried out pursuant to the User-to-Network Interface (UNI) Technical Specification Document and the requirements established by the CRTC, and the Parties agree to update this Agreement as the CRTC requirements evolve.
- (v) The NG9-1-1 Service allows for many new feature possibilities with regards to types of data that can be transmitted. The availability of these features may require upgrades to software and or hardware by the PSAP.
- (vi) The NG9-1-1 Service will require security updates on an ongoing basis. To ensure the security of the NG9-1-1 Service, the NG9-1-1 Authority commits to ensure the PSAPs selected to serve its inhabitants, apply

security updates (including any security patches) promptly. In the event of a PSAP failure to apply security updates Bell may, in its sole discretion, remove the PSAP from Bell's ESInet.

(vii) In the event a PSAP is removed from Bell's ESInet, 9-1-1 Calls destined for the PSAP will be rerouted in accordance with the PSAP's defined Policy Routing Rules.

(d) **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "**Affiliate**"), agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers.

3. **FEES**

The Tariffs set out certain approved rates, fees, and charges and capital, development or installation costs (if any) (the "**Fees**") applicable to the NG9-1-1 Services. The 9-1-1 Authority shall pay Fees that are specified in the Tariffs. For services related to the NG9-1-1 Services but not specified in the Tariffs including those related to tertiary sites and third circuits the 9-1-1 Authority shall pay the fees as agreed to by the Parties. The 9-1-1 Authority shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). The 9-1-1 Authority shall pay Fees and Taxes within 30 days of the invoice date. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date. For clarity, the NG9-1-1 Authority may pay all amounts referred to in this Section 3 via arrangements it may make with an applicable PSAP.

4. **TERM AND TERMINATION**

- (a) **Term:** The term of this Agreement (the "**Initial Term**") will begin on the date it is signed by the 9-1-1 Authority (the "**Effective Date**") and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement.
- (b) **Renewal Term(s):** If permitted under the relevant Tariffs, upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are collectively referred to as the "**Term**".
- (c) **Termination or Suspension of a Service:** Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

5. **LIMITATION OF LIABILITY**

- (a) Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Bell's Tariffs.
- (b) The 9-1-1 Authority and Bell shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the 9-1-1 Authority or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the 9-1-1 Authority and/or Bell, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- (a) **“Confidential Information”** means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the 9-1-1 Authority’s name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party; or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
- (b) Except as: (i) permitted or required by law, regulation or lawful request or to carry out its obligations; and (ii) required to receive or provide the Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party’s prior written consent. For clarity, any information exchanged between Bell and the 9-1-1 Authority, their employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of the NG9-1-1 Service is confidential, and shall be provided only to such persons who have a need to know for the purposes of this Agreement.
- (c) The 9-1-1 Authority consents to Bell disclosing 9-1-1 Authority information to the CRTC as required for the CRTC to approve any regulatory filings or CRTC requests for information related to the Services. Additionally, 9-1-1 information that is available with a 9-1-1 Call is provided on a confidential basis pursuant to CRTC 7400, Bell Canada National Services Tariff Item 601 as an exception to Item 10 Article 11 of the Bell Canada General Tariff and shall be used for the sole purpose of answering and dispatching 9-1-1 Calls
- (d) In the event that Bell is provided with access to the 9-1-1 Authority’s End Users’ information (**“End User Data”**), 9-1-1 Authority shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. The 9-1-1 Authority acknowledges and agrees that in the event that the 9-1-1 Authority provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data.
- (e) The 9-1-1 Authority and Bell agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- (f) The 9-1-1 Authority shall ensure their PSAPs comply with the terms of this Section 6. Bell shall only share Confidential Information pertaining to this Agreement with the PSAPs identified in Schedule “C” (PSAP Designations & Locations).

7. **FORCE MAJEURE**

- (a) If there is a default or delay in a party’s performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts (each an **“Event of Force Majeure”**), then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected

obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

- (b) Bell and the 9-1-1 Authority agree that in the Event of a Force Majeure the parties will co-operate and make all reasonable efforts to provide a temporary replacement service until the NG9-1-1 Service is restored. The costs required to provide temporary replacement service shall be borne as between Bell and the 9-1-1 Authority in accordance with the Parties' respective obligations as described in Sections 2(c)(i) & (ii) of this Agreement.

8. **GENERAL PROVISIONS**

- (a) **No Resale:** The 9-1-1 Authority shall not resell or remarket any Service for commercial purposes under the terms and conditions of this Agreement.
- (b) **Entire Agreement and Amendment:** This Agreement is the entire agreement between the 9-1-1 Authority and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (c) **Assignment:**
- (i) This Agreement shall bind and enure to the benefit of Bell and the 9-1-1 Authority and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, including any Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent, subject to Paragraph (ii) below, a party may assign all or part of its benefits, rights or obligations under this Agreement to an Affiliate or to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party's business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, change in control or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Subsection, on and after the effective date of such assignment.
 - (ii) Bell's prior written consent shall be required in the event of a proposed assignment by 9-1-1 Authority if, in Bell's determination, the 9-1-1 Authority's proposed assignee is deemed to be (A) not credit worthy; (B) a competitor of Bell; or (C) non-compliant with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (d) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the 9-1-1 Authority's head office is situated in Quebec. If the 9-1-1 Authority's head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the 9-1-1 Authority's head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.
- (e) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict

between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

- (f) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (g) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be:

For the **9-1-1 Authority**,

_____ ; and

For **Bell**,

c/o 9-1-1 Service Team
930 d'Aiguillon, B320
Quebec, G1R 5M9

Email: signatures.911@bell.ca

With a copy to,

c/o Corporate Secretary
1 Carrefour Alexander Graham Bell, Building A, 4th Floor
Verdun, Québec H3E 3B3.

Facsimile: (514) 766-8161

The 9-1-1 Authority shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.

- (h) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (i) **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 3 (Fees), 4(c) (Termination or Suspension of a Service), 5 (Limitation of Liability), 6 (Confidential Information), and this Section 8 (General Provisions).
- (j) **Counterparts:** This Agreement may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

- (k) **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- (l) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of the 9-1-1 Authority. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.

<p>[9-1-1 AUTHORITY NAME]</p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind the 9-1-1 Authority to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>	<p>BELL CANADA</p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>
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Schedule "A"

DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in this Schedule "A" and where not otherwise defined in this Agreement, as ascribed in the current Network Interconnection (UNI) Document.

"9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations pursuant to the Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service, and defined as the 9-1-1 Authority party to this Agreement;

"9-1-1 Call" means a request for public safety assistance signalled by a 9-1-1 Caller using a device and communications service supporting 9-1-1 dialling, and delivered through the NG9-1-1 Service, regardless of the media (e.g., voice, video, text, other) used to make that request;

"9-1-1 Caller" means end user dialing 9-1-1;

"9-1-1 Control Centre" means a dedicated 9-1-1 24/7 support, maintenance and surveillance centre;

"Agreement" has the meaning ascribed to it in Section 2(a);

"Back-Up PSAP" or **"Back-Up Public Safety Answering Point"** means the back-up PSAP as identified by the 9-1-1 Authority in Schedule "C";

"Basic 9-1-1 Final Routing Alternative" means the designated last resort routing destination involving a third-party call centre, such as those used for nomadic VoIP calls;

"Bell 9-1-1 Flex Portal" means a secure Web site accessible from the public Internet for Customers to access information pertaining to its NG9-1-1 Services.

"CEE" means Customer Edge Equipment and refers to the peering equipment provided by the customer, facing the Bell Customer Edge router;

"CRTC" or **"Canadian Radio-Television and Telecommunications Commission"** has the meaning ascribed to it in the preamble to this Agreement;

"Effective Date" has the meaning ascribed to it in Section 4(a);

"End User Data" has the meaning ascribed to it in Section 6(d);

"Event of Force Majeure" has the meaning ascribed to it in Section 7(a);

"ESInet" has the meaning ascribed to it in Section 2(c)(i);

"GIS Authority" means a body that has control over and the power to make decisions about the source addressing and GIS data which is responsible for providing aggregated GIS/addressing data on behalf of the 9-1-1 Authority to the NG9-1-1 Service Provider for the purpose of NG9-1-1 Service;

"GIS Data Provider" means an entity that assigns addresses, creates, collects, maintains and shares spatial datasets. It may include addressing authorities (e.g. local, provincial and territorial governments, First Nations), 9-1-1 Authorities, and data aggregators;

"GIS" and **"Geographic Information System"** Means a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced;

“i3-PSAP” means a Public Safety Answering Point (PSAP) conformant to the NENA i3 standard (NENA-STA-010), which is capable of receiving IP-based signaling and media for delivery of emergency calls;

“Initial Term” has the meaning ascribed to it in Section 4(a);

“ILEC” and **“Incumbent Local Exchange Carrier”** means the existing telephone companies, prior to the introduction of local competition;

“Late Payment Charges” has the meaning ascribed in Section 3;

“Local Registration Authority” have the meaning ascribed to them in CRTC Decision 2019-353;

“MSAG” or **“Master Street Address Guide”** means the database that contains street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper selective routing and selective transfer of 9-1-1 calls in the legacy E9-1-1 environment;

“NENA i3” has the meaning ascribed to it in the preamble of the Agreement;

“NG9-1-1” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (a) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response;

“NG9-1-1 Network Provider” means the CRTC mandated ILEC providing the ESInet/NGCS;

“NG9-1-1 Service” has the meaning ascribed to it in Section 2(c)(i);

“NGCS” and **“Next Generation 9-1-1 Core Services”** means the base set of services needed to process a 9-1-1 call on an ESInet. NGCS includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services and typical IP services such as Domain Name System (DNS). The term NGCS includes the services and not the network on which they operate (i.e., the ESInet);

“Offnet Agency” means an agency outside of the NG9-1-1 network, such as a poison control centre or an hospital, which may be designated by the 9-1-1 Authority to be able to receive PSTN calls transferred by a designated PSAP;

“ONP” and **“Originating Network Provider”** means a CRTC-approved trusted entity service provider that allows its subscribers to originate 9-1-1 dialled voice or non-voice calls from the public to PSAPs, including but not limited to wireline, wireless, and fixed/native voice over internet protocol (VoIP) services.

“PRR” and **“Policy Routing Rule”** means the criteria which determines how 9-1-1 Calls are routed under stated conditions such as when a target PSAP is unable to take 9-1-1 Calls;

“PSAP” or **“Public Safety Answering Point”** means an entity responsible for receiving 9-1-1 Calls and processing those 9-1-1 Calls according to a specific operational policy - a Primary Public Safety Point, Secondary Public Safety Point, and Back-Up Public Safety Point as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“PSAP Contingency Plans” means a plan in case of a disaster;

“PSAP Credentialing Agency” and **“PCA”** have the meaning ascribed to them in CRTC Decision 2019-353;

“PSAP Locations” means the locations of the PSAPs as identified in Schedule “C” (PSAP Designations & Locations);

“P-PSAP” or **“Primary Public Safety Answering Point”** means a communication centre which is the first point of contact for 9-1-1 Calls as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“Renewal Term” has the meaning ascribed to it in Section 4(b);

“S-PSAP” or **“Secondary Public Safety Answering Point”** means a communication centre to which 9-1-1 Calls are transferred from a P-PSAP, typically the fire, police or ambulance agency responsible for dispatching emergency personnel as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“Schedule” has the meaning ascribed to it in Section 2(a);

“Serving Area” means the geographic area, as determined by the 9-1-1 Authority from which 9-1-1 Calls will be directed to a particular P-PSAP;

“Subscriber” means an entity that contracted with a service provider for the provision of a voice telecommunications service;

“Selective Routing” means the process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the 9-1-1 Caller’s location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in a specified format such as an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude);

“Taxes” has the meaning ascribed to it in Section 3;

“Term” has the meaning ascribed to it in Section 4(b); and

“User-to-Network Interface (UNI) Technical Specifications Document” means the authoritative document which sets the technical specifications an i3-PSAP must comply with.

Schedule “B”

NG9-1-1 FEATURES

The NG9-1-1 Service offers features as provided in CRTC 7400, Bell Canada National Services Tariff Item 601.

If a PSAP chooses to forgo utilizing one or more of the NG9-1-1 Service features provided by the NG9-1-1 Service network provider as described in the UNI, the PSAP does so at its own risk and assume all liabilities including prolonged restoration times in the event of an outage.

Schedule "C"

PSAP DESIGNATIONS & LOCATIONS

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)	██████████	██████████ ██████████	■
Secondary PSAP Police (*1 & *2)	██████████	██████████ ██████████	■
Secondary PSAP Fire (*1 & *2)	██████████	██████████ ██████████	■
Secondary PSAP Ambulance (*1 & *2)	██████████ ██████████	██████████ ██████████	■
Additional Offnet Agency if required (*1 & *2 & *3) i.e. Poison control			■
Designated Provincial or Territorial default i3 PSAPs (*4)			

Notes:

*1 – 9-1-1 Authority shall ensure all PSAPs connected to ESInet meet the NG9-1-1 requirements.

*2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change.

*3 – "Offnet" Agencies are not connected to the ESInet over an IP-UNI and call transfers to such agencies are the responsibility of the PSAP's Call Handling System

*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.

Schedule 'D'

SPECIFICATIONS & GUIDELINES

The specifications, templates and guidelines for the NG9-1-1 Service are found at <https://911flex.bell.ca/Login.html>, under the title "NG9-1-1 Onboarding Documentation".

Schedule “E”

DEPLOYMENT CRITERIA

PSAPs utilizing networks to process and deliver NG9-1-1 Calls outside of the ESInet do so at their own risk and assume all liabilities including prolonged restoration times in the event of an outage.

In order to ensure reliability, resiliency and security of the NG9-1-1 Service, the 9-1-1 Authority shall ensure that all of the PSAPs meet the following mandatory requirements without which the PSAPs will not be permitted to interconnect with the production NG9-1-1 network:

1. IP VPN ESInet Interconnection

All i3-PSAP types, Primary and Secondary, are entitled to a single Back-Up location.

All IP VPN ESInet demarcation locations (Primary, Secondary and Back-Up PSAPs) are provided with two (2) redundant data paths and must make use of both. PSAPs must make use of all available in-house diversity (cable entrance, power, etc.).

ESInet physical demarcation locations must be geographically located within the Bell Canada NG9-1-1 Serving region.

PSAPs are expressly forbidden to establish private VPN tunnels over the ESInet, through the provided IP VPN circuits.

2. ESInet Interconnection of Non-designated PSAP facilities

For those PSAP sites not listed in Schedule “C”, if the 9-1-1 Authority requires additional circuits, these arrangements may be provided by Bell for a fee;

3. PSAP CEE Interconnection Requirement

- a. All PSAPs shall employ a NENA i3 compliant Border Control Function (“**BCF**”) as defined in the Bell NG9-1-1 UNI technical specification as a mandatory condition of interconnection with the NG9-1-1 network. The BCF must be comprised of a minimum of both a firewall and session border controller function. The BCF must be deployed in a manner which prevents single points of failure.
- b. PSAPs shall ensure their local network infrastructure (i.e., Local Area Network [LAN] and/or private Wide Area Network [WAN]) is sized appropriately to support the bandwidth of all NG9-1-1 traffic as calculated and provisioned by the NG9-1-1 Network Provider, in addition to their own in-house network requirements;

4. i3 Call Handling CODEC requirement

All PSAPs shall implement the mandatory list of CODECs as defined in Telecom Decision CRTC 2019-353 (<https://crtc.gc.ca/eng/archive/2019/2019-353.htm>) and make necessary changes as updates become approved by CRTC.

5. IP Network protocol support

All PSAPs shall deploy Dual Stack as the method for simultaneous use of IPv4 & IPv6 address spaces, or to individually perform Network Address Translation - Protocol Translation (“**NAT-PT**”) for their Network Domain as defined in the Bell NG9-1-1 UNI technical specification. This is a mandatory condition to interconnect to the NG9-1-1 Service Network;

6. End-to-End Encryption

All PSAPs shall support encryption of traffic from and towards the ESInet as defined in the Bell NG9-1-1 UNI technical specification;

7. QoS Support

All PSAPs shall implement the QoS requirements as defined in the Bell NG9-1-1 UNI technical specification;

8. PSAP Credentialing Agency – NG9-1-1 Network Provider service

All PSAPs shall utilize the Bell PSAP Credentialing Agency service. PSAPs shall identify to Bell as part of the onboarding process the individual or group responsible for acting as the Local Registration Authority (“**LRA**”). The LRA agreement and the roles and responsibilities can be found in Schedule H. For clarity, the LRA agreement is attached for reference purposes. There is no expectation that the NG9-1-1 Authority will sign the LRA agreement itself but the NG9-1-1 Authority will ensure that the selected PSAPs will execute such agreement.

9. Contingency Routing

PSAPs shall communicate all 9-1-1 contingency arrangements to Bell including agreements and arrangements with other agencies in order to design and implement Policy Routing Rules accordingly. PSAP’s defined Policy Routing Rules must contain at a minimum one Policy Routing Rule specifying a partner third party PSAP to act as backup in the event the PSAP is not able to respond to 9-1-1 Calls.

10. Domain Name Service (DNS) – NG9-1-1 Network Provider service

PSAPs must utilize the Bell NGCS-based DNS service to ensure resiliency of DNS functions and seamless PCA functionality.

The 9-1-1 Authority is requested to encourage PSAPs to utilize the following NGCS provided functions to further enhance network reliability, resiliency and security of the NG9-1-1 Service:

1. Network Time Protocol (NTP) – NG9-1-1 Network Provider Service

PSAPs are encouraged to utilize the Bell NGCS-based NTP service to ensure accurate time synchronization with all ESInet interconnected elements and as an additional time source within their Local Area Network (LAN).

Schedule "F"

MULTIPLE REGION PSAPs

This Schedule must be filled out by PSAPs covering multiple regions and managed by a provincial or federal authority (e.g., Ontario Ministry of Health, Sureté du Québec, Ontario Provincial Police etc.

Sites	Official Name	9-1-1 authority (municipalities, counties, etc.)

Schedule “G”

NG9-1-1 GIS REQUIREMENTS

Municipality, County or Other Government Entity name	GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name	Provincial \ Territorial Legislation (Y/N)

- ❖ In the absence of Provincial or Territorial legislation defining a Data Aggregator body, by default the NG9-1-1 Network Provider will be the defined GIS and addressing Data Aggregator ([Telecom Decision CRTC 2020-150 | CRTC](#))

Subject:	Appointment of Volunteer Firefighter	Report No.:	004-2022-PPP
		Agenda Date:	August 9, 2022

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report 004-2022-PPP; and
2. That Council hereby appoints Jakeb Ryan as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Background

In an effort to fill vacancies within the department at Station #2 and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a Volunteer Firefighter positions at Stations #2.

Analysis

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill a vacancy at Stations #2 an interview with the candidate was conducted by the Station Officers' and the Fire Chief. Subsequently a recommendation from the District Chief of Station #2 was provided to the Fire Chief requesting consideration of the appointment of Jakeb Ryan as Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work experience, makes him an excellent candidate for the position he is being recommended for.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2008-030, Fire Department Establishing and Regulating By-law.

Consultation / Communication

- Consultation with Station #2 District Chief.

Financial / Staffing Implications

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

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2022 Fire Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments operational budget.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill vacant positions within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:


- 25 members Station #1 (two members on leave),
- 22 members Station #2, and
- 22 members Station #3 (one member on leave).

Alternatives

No alternatives were considered

Submission

Prepared by:



Steve Langford
Fire Chief

Reviewed and submitted for Council's
consideration by:

"Original signed by"

John Telfer
City Manager

Subject: Tender Award – Supply, Mix, and Stockpile Winter Sand

Report No.: PW-025-2022

Agenda Date: August 9th, 2022

Attachments

Appendix 01: Bid Results

Appendix 02: Draft Agreement (**Please refer to By-law No. 2022-130**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Don Adshead Trucking for Winter Sand Supply, Mix and Stockpile services at a unit price of \$8.75 per tonne, plus applicable taxes, for consideration at the August 9th, 2022 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, mixing and stockpiling of winter sand at various locations within the City of Temiskaming Shores.

The work generally consists of supplying sand in desired quantities, to the specified locations as and where directed, and mixed with salt at a rate of 4% when stored inside and 5% when stored outside. Bulk road salt is provided by the City under By-Law Agreement with a separate vendor, Compass Minerals. The Contractor is expected to stockpile the mixed sand where designated by the City.

The Tender documents were prepared and Tender PWO-RFT-007-2022 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on July 28th, 2022.

Analysis

Four (4) tenders were received by the closing date.

Bidder	Supply and Mix Unit Cost	Tender Amount	HST	Total
Miller Paving Ltd.	\$12.47	\$137,170.00	\$17,832.10	\$155,002.10
Don Adshead Trucking	\$8.75	\$96,250.00	\$12,512.50	\$108,762.50
A. Miron Topsoil	\$10.48	\$115,280.00	\$14,986.40	\$130,266.40
Caldwell Sand & Gravel	\$15.85 – Dymond \$17.10 – New Liskeard \$15.60 – Haileybury	\$179,350.00	\$23,315.50	\$202,665.50

All suppliers have successfully completed projects for Temiskaming Shores and throughout Ontario and have demonstrated the ability to complete this work as intended. The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was as per the City's Purchasing Policy (By-Law 2017-015)

The tendered amount for the proposed work is considered to be reasonable. Based on estimated quantities, the tender amount is slightly over the approved Budget Estimate of \$90,000.00 within the winter control budget. However, for example, in 2021, the budget was also \$90,000.00 yet only \$58,770 was spent.

Now that unit prices are established, the Transportation Department will work with Don Adshead Trucking to reduce the required quantities slightly to fall within budget. The small amount of sand removed from the quantity will have no impact to our current levels of winter control service.

Relevant Policy / Legislation / City By-Law

- 2022 Public Works Operating Budget
- By-Law No. 2017-015, Procurement Policy
- Winter Operations Plan

Consultation / Communication

- Consultation with City Manager and staff throughout the project
- Consultation with the Public Works Committee members

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 item quantities will be reduced minimally to drop below the approved budget amount with no impact to the service levels.

Climate Considerations

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. No substitutes were identified as this contract satisfies the requirements of Ontario Regulations and Minimum Maintenance Standards.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
 Manager of Transportation Services

John Telfer
 Interim City Manager

Document Title: **PWO-RFT-007-2022 "Supply, Mix and Stockpile Winter Sand"**

Closing Date: **Thursday, July 28, 2022**


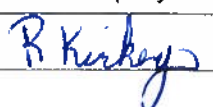
Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 4000**

City of Temiskaming Shores:

Kelly Conlin Clerk	Rebecca Kidd Deputy Clerk	Mitch McCrank Manager of Transportation Services
		

Others (teleconference):

Liz Haversor - Miller Paving	Dezi - Caldwell	Sosue - Miron Topsoil
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Submission Pricing

Bidder: A Miron Topsoil Ltd.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE *	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	10.48	10,480.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	10.48	52,400.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	10.48	52,400.00
			SUB TOTAL	115,280.00
			H.S.T.	14,986.40
			TOTAL	130,266.40

*Price to be valid for both the 2022/23 and 23/24 Winter
Operations seasons.

Bidder: Miller Paving Ltd.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE *	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	12.47	12,470.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	12.47	62,350.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	12.47	62,350.00
			SUB TOTAL	137,170.00
			H.S.T.	17,832.10
			TOTAL	155,002.10

*Price to be valid for both the 2022/23 and 23/24 Winter
Operations seasons.

Bidder: Caldwell Sand & Gravel

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE *	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	15.85	15,850.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	17.10	85,500.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	15.60	78,000.00
			SUB TOTAL	179,350.00
*Price to be valid for both the 2022/23 and 23/24 Winter Operations seasons.			H.S.T.	23,315.50
			TOTAL	202,665.50

Bidder: Don Adshel Trucking

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE *	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	8.75	8,750.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	8.75	43,750.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	8.75	43,750.00
			SUB TOTAL	96,250.00
*Price to be valid for both the 2022/23 and 23/24 Winter Operations seasons.			H.S.T.	12,512.50
			TOTAL	108,762.50

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: August 9, 2022
Subject: Haileybury Fire Hall Project Update
Attachments: Contract Change Orders No. 3, 4 & 5

Mayor and Council:

City staff continue to move the new Haileybury Fire Hall project towards completion in conjunction with our contractor CGV Builders.

CGV Builders have been on site since late May. Since that time, they've finished most of the site work, erected the building and started on the interior work.

Since the last update provided to council at the April 5, 2022, Regular Council Meeting, City staff have approved three Change orders totalling \$38,914.44 plus non-recoverable HST.

CCO #3 was for \$4,929.54 and included additional water and electrical hookups within the interior of the building.

CCO #4 was for \$30,584.40 and saw a change to the site grading plan on the south side of the building as recommended by the City's independent engineer.

CCO#5 was for \$3,400.50 and included changes to the interior wall finishes in the conference room and staff offices. This change order included a \$15,000 credit from agreed upon changes to the exterior colour of the building between CGV and the City of Temiskaming Shores.

All contract change orders were less than 5% of the total contract cost and within the approval authority of staff.

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

John Telfer
Interim City Manager



56 Connaught Avenue
Cochrane, ON
P0L 1C0
Tel: 705-272-5404
Fax: 705-272-3453
Email: admin@cgvbuilders.ca

CONTEMPLATED CHANGE ORDER - CCO#3

Date: June 24, 2022
Project: Haileybury Fire Hall
25 Rorke Avenue, Haileybury, Ontario
To: The City of Temiskaming Shores
Our Job#: 202111
Subject: CCO#03 - Stove & Pressure Washer Provisions
Item: Requested Items
Attention: Matt Bahm

Please find costs to supply & install additional water and electrical connections for a pressure washer and plug in the kitchen for a future stove (excl. rangehood provisions) as requested by the City of Temiskaming Shores for the new Fire Hall located at 25 Rorke Avenue, Haileybury, Ontario.

Subtrade
Licop Electric \$ 2,288.00
Helm & Sons Plumbing, Heating, Electrical \$ 1,980.00

GC General Expenses @ 5% \$ 213.40
GC Overhead & Profit @ 10% \$ 448.14

\$ 4,929.54

\$4,929.54 HST EXTRA

Total CO

NOTE: Signature from owner representative is required prior to proceeding with change order.



We reserve the right to assess the impact of the change at a later date and submit any costs related thereto.
We reserve the right to correct errors or omissions.
It is anticipated that all work required by this change will be done on a straight line basis. Overtime work if required will be billed as an additional item.

Please review and respond at your earliest.

Yours truly,
CGV Builders Inc.


Joel Vezeau, PQS
Estimator/Project Manager

ACCEPTANCE OF CONTEMPLATED CHANGE ORDER - The above prices

Signature: 
Print Full Name/Title: MATTHEW BAHM / Director of Recreation
Date of Acceptance: July 4, 2022




CGV GROUP

BUILDERS • DEVELOPERS • CONSULTANTS

CGV Builders Inc.
56 Connaught Avenue
Cochrane, ON P0L 1C0
T 705.272.5404
F 705.272.3453
E admin@cgvgroup.ca

CONTEMPLATED CHANGE ORDER - CCO#4 R1

Date: July 20, 2022
Project Name: Haileybury Fire Hall
25 Rorke Avenue, Haileybury, Ontario
To: The City of Temiskaming Shores
CGV Project No.: 202111
Subject: CCO#04 R1 - Incorporate Polycoated CSP
Subject: Division 02

Attn: Matt Bahm

Please find costs to supply & install 36.5m of 525mm dia. HDPE (320 kpa) culvert c/w granulars, topsoil and sod as requested by the City of Temiskaming Shores for the new Fire Hall located at 25 Rorke Avenue, Haileybury, Ontario. Refer to Pedersen Cosntructions quotation for additional information.

Subtrade:	Pedersen Construction (2013) Inc.	\$	25,580.00
	Engineering Services	\$	900.00

General Expenses 10%	\$	2,648.00
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Overhead & Profit 5%	\$	1,456.40
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Total CO	\$	30,584.40
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NOTE: Signature from owner representative is required prior to proceeding with change order.

We reserve the right to assess the impact of the change at a later date and submit any costs related there to.

We reserve the right to correct errors or omissions.

It is anticipated that all work required by this change will be done on a straight-line basis. Overtime work, if required will be billed as an additional item.

Please review and respond at your earliest.

Yours truly,

CGV Builders Inc.

JOE VEZEAU, PQS

Project Manager/Estimator

ACCEPTANCE OF CONTEMPLATED CHANGE ORDER - The above prices

Signature:

Print Full Name and Title:

MATTHEW BAHM

Date of Acceptance:

July 21, 2022



CONTEMPLATED CHANGE ORDER - CCO#5

Date: July 26, 2022
To: The City of Temiskaming Shores
Project Name: Halleybury Fire Hall
25 Rorke Avenue, Halleybury, Ontario
CGV Project No.: 202111
Subject: CCO#05 - Office Wall Finishes
Item: Division 09

Attn: Matt Bahm

Please find costs to supply & install and finish new metal framed walls as specified on the Wall Finish Change Order submitted by the City of Temiskaming Shores for the new Fire Hall located at 25 Rorke Avenue, Halleybury, Ontario.

Subtrade: Belanger Construction \$ 15,931.17

General Expenses 10% \$ 1,593.12

Overhead & Profit 5% \$ 876.21

Total Cost \$ 18,400.50

Total Credit \$ (15,000.00)

Total CCO \$ 3,400.50 + HST

NOTE: Signature from owner representative is required prior to proceeding with change order.

We reserve the right to assess the impact of the change at a later date and submit any costs related there to.

We reserve the right to correct errors or omissions.

It is anticipated that all work required by this change will be done on a straight-line basis. Overtime work, if required will be billed as an additional item.

Please review and respond at your earliest.

Yours truly,

CGV Builders Inc.

JOE VEZEAU, PQS

Project Manager & Estimator

ACCEPTANCE OF CONTEMPLATED CHANGE ORDER - The above prices

Signature:

Print Full Name and Title: Matthew Bahm

Date of Acceptance: July 26, 2022

**Subject: Building Maintenance Capital
Project Budgets**

Report No.: RS-016-2022

Agenda Date: August 9, 2022

Attachments

Appendix 01: Project Funding Allocations

Appendix 02: Climate Lens Report

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-016-2022;
2. That Council update the project budget for the Don Shepherdson Memorial Arena Accessibility Project to \$1,111,971;
3. That Council approves the reallocation of funds in the 2022 Capital Budget from the Don Shepherdson Memorial Arena Accessibility Project in the amount of \$115,000 to the New Liskeard Waterfront Paving project; and
4. That Council directs staff to reallocate \$120,015 from the Don Shepherdson Memorial Arena Accessibility Project to the Community Development Reserve.

Background

The PFC Roof Replacement Project was included within the 2022 Capital Budget with a total budgeted amount of \$800,000.

The project scope will see the roof of the facility replaced with a new standing seam metal roof with a life expectancy of 40 years. The City received three bids to complete the project through a competitive bid process. Bids received were higher than what was allocated in the capital budget and required Council to defer \$115,000 from the NL Waterfront Paving capital project and transfer \$157,000 from the Working Fund Reserve to make up the \$272,000 shortfall.

The Don Shepherdson Memorial Arena Accessibility Project was included within the 2022 Capital Budget with a total budgeted amount of \$1,000,000. The project scope will see the facility upgraded with accessibility features including a new entrance, new flooring throughout the lobby of the facility, brand new accessible bathrooms, lowered counters for ticketing and concessions and improvements to the mechanical and ventilation system.

The project received two bids through the Request-for-Tender process and required \$96,986 to be reallocated from other capital projects.

The DSMA Accessibility Project was supported by a \$500,000 grant from FedNor and a \$100,000 grant from ESDC with the remaining funds coming from the City. On June 1, 2022, the City received notice from FedNor that they were increasing their contribution to \$750,000 leaving the project with a \$250,000 surplus.

The Corporate Services Committee received a presentation regarding an updated funding allocation towards these projects considering the additional contribution from FedNor at their regular meeting on July 22, 2022. After discussion, the committee passed the following recommendation:

Recommendation CS-2022-044

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee approve the reallocation of funds in the amount of \$250,000 from the Don Shepherdson Memorial Arena Accessibility Project, to be used towards the Waterfront Paving Project and support replacing the money borrowed from the Working Fund Reserve.

CARRIED

Analysis

Due to bid submissions from these two projects that came in slightly over the estimated budgets, the City needed to defer and reallocate various capital projects to ensure these two projects were able to be completed. This financial update was provided to Council at the May 3, 2022 and May 17, 2022, Regular Council Meeting and acknowledged in resolution 2022-185 and 2022-206.

Both projects have since seen contractors mobilize to the sites and begin the required work for these contracts.

With the additional funding for the DSMA Accessibility Project being provided by FedNor, staff are proposing to reallocate various funds which will allow for the originally approved New Liskeard Waterfront Paving project to be completed. This project was deferred by council when tender amounts were received and approved in May. The DSMA Accessibility Project was also to utilize \$120,015 from the Community Development Reserve. Staff are now proposing to leave those funds in that reserve account for use in the future.

Relevant Policy / Legislation / City By-Law

- 2022 Capital Budget

Consultation / Communication

- Consultation with City Manager throughout the project

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 ☐

With an increased contribution from FedNor for the DSMA Accessibility Project staff are proposing the following changes to the funding of these two projects:

1. Allocate the Haileybury Chiller Replacement savings, Olympia Replacement savings, Spurline Accessibility Project deferral, PFC Water Softener deferral, UTV Purchase deferral and \$18,014 of City Cost funding from the DSMA Project to the PFC Roof Project.
2. Return the \$115,000 originally budgeted to the NL Waterfront Paving project to its intended purpose and complete that project.
3. Remove the Community Development Reserve from the DSMA project and leave that amount in the reserve account.
4. Increase the contingency amount for the DSMA Project by \$14,985.

A summary of the proposed changes and final funding proposal are outlined in Appendix 01.

Climate Considerations

The climate lens was used to consider the impacts of completing the parking lot paving as part of the proposed changes to this funding allocation. The climate lens confirmed that there are temperature and precipitation related risks involved with this project. Asphalt absorbs solar radiation and emits it as heat, and it is an impermeable surface that doesn't allow for water infiltration. Placing any new pavement over permeable surfaces will also result in additional water runoff into the storm water system. As these two spaces are relatively small and near Lake Temiskaming, the potential hazards of increased runoff are considered low. Further, permeable concrete or pavers would be an alternative but were considered cost prohibitive. Though these both create risks as we see climate

change occurring, due to the nature of this project the benefits outweigh the environmental costs at this time.

Alternatives

Council could direct staff to leave the funding allocation for these projects the same and instead remove \$250,000 of reserve funding from the DSMA project.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

John Telfer
Interim City Manager

Current Project Funding Allocation			
DSMA		PFC ROOF	
RS-RFT-002-2022 Costs	\$ 979,000	RS-RFT-001-2022 Costs	\$ 1,025,000
Consulting Costs	\$ 61,670	Contingency Costs	\$ 28,960
Contingency Costs	\$ 38,000	Non-Recoverable HST	\$ 18,040
Non-Recoverable HST	\$ 18,316	<u>Total Project Cost</u>	<u>\$ 1,072,000</u>
<u>Total Project Cost</u>	<u>\$ 1,096,986</u>		
FedNor Funding	\$ 750,000	OTF Funding	\$ 500,000
ESDC Funding	\$ 100,000	City Cost Funding	\$ 300,000
City Funding		NL Waterfront Paving (Deferral):	\$ 115,000
Accessibility Reserve	\$ 241,049	Working Fund Reserve	\$ 157,000
Community Development Reserve	\$ 120,015	<u>Total Project Funding</u>	<u>\$ 1,072,000</u>
City Cost Funding	\$ 38,936		
Haileybury Chiller Replacement (Savings):	\$ 25,817		
Olympia Replacement (Savings):	\$ 3,172		
Spurline Accessibility Project (Deferral)	\$ 30,000		
PFC Water Softener (Deferral)	\$ 17,997		
UTV Purchase (Deferral)	\$ 20,000		
<u>Total Project Funding</u>	<u>\$ 1,346,986</u>		

Proposed Project Funding Allocation				
DSMA		PFC ROOF		NL Waterfront Paving
RS-RFT-002-2022 Costs	\$ 979,000	RS-RFT-001-2022 Costs	\$ 1,025,000	<u>Estimated Project Cost</u> \$ 115,000
Consulting Costs	\$ 61,670	Contingency Costs	\$ 28,960	
Contingency Costs	\$ 52,069	Non-Recoverable HST	\$ 18,040	
Non-Recoverable HST	\$ 19,232	<u>Total Project Cost</u>	<u>\$ 1,072,000</u>	
<u>Total Project Cost</u>	<u>\$ 1,111,971</u>			
FedNor Funding	\$ 750,000	OTF Funding	\$ 500,000	
ESDC Funding	\$ 100,000	City Cost Funding	\$ 300,000	
City Funding		Working Fund Reserve	\$ 157,000	
Accessibility Reserve	\$ 241,049	City Cost Funding	\$ 18,014	NL Waterfront Paving (2022 Budget Amount) \$ 115,000
City Cost Funding	\$ 20,922	Haileybury Chiller Replacement (Savings):	\$ 25,817	
		Olympia Replacement (Savings):	\$ 3,172	
		Spurline Accessibility Project (Deferral)	\$ 30,000	
		PFC Water Softener (Deferral)	\$ 17,997	
		UTV Purchase (Deferral)	\$ 20,000	
<u>Total Project Funding</u>	<u>\$ 1,111,971</u>	<u>Total Project Funding</u>	<u>\$ 1,072,000</u>	<u>Total Project Funding</u> \$ 115,000
Surplus (Shortfall) \$	-	Surplus (Shortfall) \$	-	Surplus (Shortfall) \$ -
To be returned:				
Community Development Reserve (Returned)	\$ 120,015			

Clean Air Partnership Municipal Climate Lens Tool

The Municipal Climate Lens Tool was developed by Clean Air Partnership in conjunction with Ontario municipalities. It provides a preliminary, qualitative understanding of whether a municipal decision will affect climate (through greenhouse gases production) or be affected by climate (through increased exposure to temperature or precipitation). The Tool is designed to be used by all staff in a municipality, and can be broadly applied to any decision. For staff unfamiliar with climate change concepts, a range of informational resources are supplied here. Additionally, please contact your climate/energy staff where they exist. Municipalities must decide individually the scope of decisions it should be applied to, and how to enforce its use.

Name

Matt Bahm

Email

mbahm@temiskamingshores.ca

Decision name

RS-016-2022 Climate Lens

Will this project result in the production of greenhouse gases (GHGs)?

No

Can this project be affected by temperature?

Yes

Can this project be affected by precipitation?

Yes

Temperature

Does the project lead to a reduction in temperature-related exposure?

No

Will the project be modified to reduce temperature-related exposure?

No

Are there alternative projects that would have increased temperature-related exposure compared to what is being proposed?

No

Please add any relevant notes regarding this decision

Asphalt absorbs solar radiation and emits it as heat. Any paving of non-asphalt surfaces will result in a more pronounced urban heat island effect and be exacerbated by increases in temperature.

Project results in most temperature intensive outcome.

Precipitation

Does the project lead to a reduction in precipitation-related exposure?

No

Will the project be modified to reduce precipitation-related exposure?

No

Are there alternative projects that would have increased precipitation-related exposure compared to what is being proposed?

No

Please add any relevant notes regarding this decision

Placing any new pavement over permeable surfaces will result in additional water runoff into the storm water system. As these two spaces to be paved are relatively small and near to Lake Temiskaming, the potential hazards of increased runoff are considered low. Further, permeable concrete or pavers would be an alternative but were considered to be cost prohibitive.

Project results in most precipitation intensive outcome.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-126

**Being a 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**

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

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

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

Whereas Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council; and

Whereas Christine Benn tendered her resignation as community representative on the New Liskeard Business Improvement Area Board of Management, effective August 1, 2022.

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

1. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing Christine Benn as community representative on the New Liskeard Business Improvement Area Board of Management for the 2019-2022 Term of Council; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 9st day of August, 2022.

Mayor

Clerk

The Corporation of The City of Temiskaming Shores

By-law No. 2022-127

Being a By-law to amend By-law No. 2018-097 being a by-law to designate the City of Temiskaming Shores as a Site Plan Control Area

Whereas Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the Council of a municipality to designate the whole or any part of the municipality as a site plan control area provided provisions are included in the Official Plan; and

Whereas Section 15.15 of the City of Temiskaming Shores Official Plan designates all lands within the City as a Site Plan Control Area; and

Whereas Council adopted By-law No. 2018-097 on June 5, 2018, designating the City of Temiskaming Shores as a Site Plan Control area and prescribing the categories of development that are subject to site plan control; and

Whereas Bill 109 received royal assent on April 14, 2022 and included an amendment to Section 41(4.0.1) of the Planning Act which requires municipal councils to appoint an officer, employee, or agent of the municipality as an authorized person to approve site plans;

Whereas Council considered Administrative Report No.CS-032-2022 at the August 9, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend the Site Plan Control By-law 2018-097 for consideration at the August 9, 2022 Regular Council meeting.

Now therefore be it resolved that the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. Section 4 of By-law 2018-097 is amended to delete the first line and insert the following:

“No person shall undertake any development that is subject to the requirements herein unless approval has been granted for one or both of the following:”

2. Section 7 of By-law 2018-097 is deleted in its entirety and replaced with the following:

7. Authorized Person

7.1 The Planner is designated as the authorized person per Section 41(4.0.1) of the Planning Act. The Municipal Clerk is designated as an alternate authorized person for the purposes of this Section.

3. Section 8 of By-law 2018-097 is hereby amended to remove the words “an application” in the first line and insert “a site plan agreement”;
4. Section 8 of By-law 2018-097 is hereby amended to remove the word “Planner” in the first line and insert “authorized person”;
5. Section 11 of By-law 2018-097 is deleted in its entirety and replaced with the following:

11. Minor Site Plans

11.1 The following types of development are considered minor site plans and are subject to the requirements of this Section:

- a) Residential buildings containing fewer than four units, where required under Section 3;
- b) Home industries as defined in the City of Temiskaming Shores Zoning By-law, provided the home industry complies with the requirements of the City of Temiskaming Shores Zoning By-law;
- c) Minor amendments to approved site plans, including the removal of buildings or structures or portions thereof, or the relocation of buildings or structures, existing or proposed, that comply with the requirements of the City of Temiskaming Shores Zoning By-law and do not substantially impact the site plan as originally approved.

11.2 Notwithstanding any provisions herein to the contrary, the following requirements are applicable to minor site plans:

- a) Plans and drawings must be submitted showing the location of the building on the property, the location of the parking areas, storage areas (if applicable), existing and proposed grading of the property (if applicable), and any additional items located on the property.
- b) The site plan agreement will be retained by the City. Registration of the agreement on title is not required.
- c) Site plan works cost estimates are not required for minor site plans.
- d) Site plan security in the amount of \$250.00 is required to be submitted prior to the issuance of a building permit for the development.

6. That the passing of this by-law shall be subject to the provisions of the *Planning Act*

7. 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 as may be deemed necessary after the passage of this By-law, where such modification or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 9th day of August, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2022-128
Being a by-law to amend By-Law 2002-099, Delegating
Authority for certain Acts during a “Lame Duck” period

Whereas Section 275 of the Municipal Act S.O. 2001, c.25, as amended, restricts acts that a Council can take after Nomination Day (August 19, 2022), and after Voting Day (October 24, 2022) if the Council is in a lame duck position;

Whereas Section 1 a) b) c) d) of By-law 2022-099 requires further amendment; and

Whereas Council considered Memo No. 034-CS-2022 at the August 9, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-Law 2022-099 to include the wording “or Designate” in all applicable sections that delegate authority to the City Manager, for consideration at the August 9, 2022 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. The inclusion of the word “or Designate ” following City Manager for Section 1a) 1b) 1c) and 1d) of said By-law 2022-099.

Read a first, second and third time and finally passed this 9th day of August, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2022-129
Being a by-law to authorize a lease of land agreement
with Bell Mobility Inc. for a Telecommunications Tower
(5418-030-006-11800).

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

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

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

Whereas Council considered Administrative Report No. CS-033-2022 at the August 9, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter new a land lease agreement with Bell Mobility Inc. for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term, for consideration at the August 9, 2022 Regular Council meeting; and

Whereas Council deems it desirable to enter into a new lease agreement with Bell Mobility Inc. for the lease of municipal real property.

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

1. That Council authorizes entering into a new a land lease agreement with Bell Mobility Inc. for the Morissette Communication Tower, for a term of five (5) years commencing on August 1, 2023, at a lease rate of 8,000 per year plus a 2 percent increase for each subsequent year in the term, in the form annexed hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to lease: Part of Lot 13, Concession 3, designated as Part 1 on Reference Plan 54R-4351; formerly in the Town of Haileybury, now in the City of Temiskaming Shores to Bell Mobility as outlined in the said lease agreement.
3. That the Mayor and Clerk be hereby authorized and directed to execute the Lease Agreement for consideration, annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the lease of land transaction.

4. That this by-law shall come into force and effect on August 1, 2023.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 9th day of August, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-129

Agreement between

The Corporation of the City of Temiskaming Shores

and

Bell Mobility Inc.

to authorize a lease of land agreement for a Telecommunications Tower

The Corporation of the City of Temiskaming Shores

By-law No. 2022-130

**Being a by-law to enter into an agreement with Don
Adshead Trucking for the Supply, Mixing and
Stockpiling of Winter Sand at various locations
within the City of Temiskaming Shores**

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

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

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

Whereas the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. PW-025-2022 at the August 9, 2022 Regular Council Meeting directing staff to prepare the necessary by-law to enter into an agreement with Don Adshead Trucking for the Supply, Mix and Stockpile of Winter Sand for consideration at the August 9, 2022 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Don Adshead Trucking for the Supply, Mix and Stockpile of Winter Sand to the City of Temiskaming Shores, at unit prices of 8.75 per tonne, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 9th day of August, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-130

Agreement between

The Corporation of the City of Temiskaming Shores

and

Don Adshead Trucking

for the Supply, Mix and Stockpile of Winter Sand

This agreement made in duplicate this 9th day of August 2022.

Between:

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

and

Don Adshead Trucking
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply, Mix and Stockpile Winter Sand
Request for Tender No. PWO-RFT-007-2022**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **October 30th of each year.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid at a unit price of \$8.75 per tonne plus applicable taxes for the Dymond, New Liskeard and Haileybury Yards for the 2022-2023 and 2023-2024 winter operations seasons, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

All communications in writing between the parties, or between them and the Manager of Transportation Services shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Owner: **Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of Page left blank intentionally

Municipal Seal

Clerk -Kelly Conlin



Appendix 01 to
Schedule “A” to
By-law No. 2022-130
Form of Agreement

City of Temiskaming Shores
PWO-RFT-007-2022
Supply, Mix and Stockpile Winter Sand

Form of Tender

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

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

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

Section 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE *	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1000	\$ 8.75	\$ 8750.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	\$ 8.75	\$ 43,750.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	\$ 8.75	\$ 43,750.00
			SUB TOTAL	\$ 96,250.00
*Price to be valid for both the 2022/2023 and 2023/2024 Winter Operations seasons.			H.S.T.	\$ 12,512.50
			TOTAL	108,762.50

Form 1 to be submitted

I/We DON ADSHEAD TRUCKING offer to supply the requirements stated within.
the corresponding total cost of \$ 108,762.50 Tax included.

I/We hold the prices valid for 60 (sixty) days from submission date.

The specifications have been read over and agreed to this 28th day of July 2022

Company Name <u>DON ADSHEAD TRUCKING</u>	Contact name (please print) <u>DON ADSHEAD</u>
Mailing Address <u>897921 GILLIES LAKE RD COBALT, ON</u>	Title <u>OWNER</u>
Postal Code <u>A0J 1C0</u>	Authorizing signature <u>Wendy Adshead</u> "I have the authority to bind the company/corporation/partnership."
Telephone <u>705-679-5240</u>	Fax <u> </u>
Cell Phone if required <u>[REDACTED]</u>	Email <u>[REDACTED]</u>

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER N/A in preparing my/our Tender.

Form 2 to be submitted

City of Temiskaming Shores
PWO-RFT-007-2022
Supply, Mix and Stockpile Winter Sand

Non-Collusion Affidavit

I/We DON ADSHEAD TRUCKING the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: Cobalt this 28th day of July, 2022.

Signed:

Wendy Adshead

Title:

Treasurer

Company Name:

DON ADSHEAD TRUCKING

Form 3 to be submitted.

City of Temiskaming Shores
PWO-RFT-007-2022
Supply, Mix and Stockpile Winter Sand

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at: Cobalt this 28th day of July, 2022.

Signature:

Wendy Adshead

Bidder's Authorized Official:

WENDY ADSHEAD

Title:

Treasurer

Company Name:

DON ADSHEAD TRUCKING

Form 4 to be submitted.

**City of Temiskaming Shores
PWO-RFT-007-2022
Supply, Mix and Stockpile Winter Sand**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: Don ADSHEAD Trucking

Phone Number: 705-679-5240 Email: [REDACTED]

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, Wendy Adshead, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 5 to be submitted.

The Corporation of the City of Temiskaming Shores
By-law No. 2022-131
**Being a by-law to appoint Tammie Caldwell as Interim City
Manager for the City of Temiskaming Shores**

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

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

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

Whereas John Telfer, Interim City Manager has completed his contract with the City of Temiskaming Shores effective August 19, 2022; and

Whereas Council discussed the Interim City Manager position at the Special Meeting of Council on Tuesday, July 26, 2022 and provided direction to the Interim City Manager to extend an offer of employment to Ms. Tammie Caldwell; and

Whereas Ms. Tammie Caldwell has accepted the offer of employment as Interim City Manager for a period of five-weeks.

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

1. That Tammie Caldwell be hereby appointed as Interim City Manager for The Corporation of the City of Temiskaming Shores effective August 19, 2022; and
2. That By-law No. 2022-105 being a by-law to appoint John Telfer as Interim City Manager be hereby repealed effective August 19, 2022.

Read a first, second and third time and finally passed this 9th day of August, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-132

**Being a by-law to appoint Amy Vickery as City Manager for the
City of Temiskaming Shores**

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

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

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

Whereas Council discussed the City Manager position at the Special Meeting of Council on Tuesday, July 26, 2022 and provided direction to the Interim City Manager to extend an offer of employment to Ms. Amy Vickery; and

Whereas Ms. Amy Vickery has accepted the offer of employment as City Manager;

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

1. That Amy Vickery be hereby appointed as City Manager for The Corporation of the City of Temiskaming Shores effective September 19, 2022; and
2. That By-law No. 2022-131 being a by-law to appoint Ms. Tammie Caldwell as Interim City Manager be hereby repealed effective September 19, 2022.

Read a first, second and third time and finally passed this 9th day of August, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-133

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on July 26, 2022 and at its Regular meeting held on August 9, 2022

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 Special Meeting held on **July 26, 2022**, and at its Regular meeting held on **August 9, 2022**, 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 9st day of August, 2022.

Mayor

Clerk