



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

Agenda

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

Draft Resolution

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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 McArthur
Seconded by: Councillor Hewitt

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

- a) Regular meeting of Council – March 16, 2021.

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

a) Potential Disposition of Land

Applicant: Richard and Judith Walsh

Property: Portion of Ethel Street and Portion of Laneway adjacent to 682 Latchford Street

Purpose: The applicant owns 682 Latchford Street adjacent to a portion of Ethel Street and to a back laneway. Owners are interested in acquiring the subject properties to have contiguous property ownership for continued residential use.

8. **Question and Answer Period**

9. **Presentations / Delegations**

None

10. **Communications**

a) Ms. Ida Hilson, Resident

Re: Presentation to Council and Petition from Market Street Residents, 2021-02-18

Reference: Received for Information

b) Ministry of Natural Resources and Forestry

Re: Temagami Management Unit – Inspection of 2021-2022 Annual Work Schedule, 2021-03-15

Reference: Received for Information

- c) Frank Prevost, Mayor – Township of South Glengarry
Re: Support – COVID-19 Vaccine Distribution, 2021-03-15
Reference: Received for Information

- d) John Pegg, Ontario Fire Marshal - Ministry of the Solicitor General, Office of the Fire Marshal and Emergency Management
Re: COVID-19 Relief Funding for Municipalities Program, 2021-03-16
Reference: Received for Information

- e) The Honourable Sylvia Jones, Solicitor General
Re: Update on the new Ontario Provincial Police (OPP) detachment boards under the Community Safety and Policing Act, 2021-03-18
Reference: Received for Information

- f) Ministry of Natural Resources and Forestry
Re: Inspection of 2021 – 2022 Annual Work Schedule Sudbury Forest, 2021-03-18
Reference: Received for Information

- g) Peggy Morin, Coordinator – Centre d-education des adultes de New Liskeard
Re: Donation request to offer graduates a bursary during a celebration, 2021-03-15
Reference: Received for Information

- h) Ministry of Natural Resources and Forestry
Re: MNRF-Approved Forest Management Plan Inspection, 2021-03-19
Reference: Received for Information

- i) The Honourable Lisa Thompson, Minister of Government and Consumer Services

Re: Municipal Freedom of Information and Protection of Privacy Act Support Resolution follow-up, 2021-03-19

Reference: Received for Information

- j) Marissa Martin, Administrative Services Assistant - Peterborough Country

Re: Support – Homelessness, Mental Health and Addiction, 2021-03-19

Reference: Received for Information

- k) Earlton-Timiskaming Regional Airport

Re: Financial Statements – October 2020 and November 2020, 2021-03-23

Reference: Received for Information

- l) Township of Pickle Lake

Re: Support – Municipal Elections Act Amendment, 2021-03-25

Reference: Received for Information

- m) Jennifer Settrington - Town of Kingsville

Re: Support – Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), 2021-03-26

Reference: Received for Information

- n) Kirby and Judy Seymour, Residents

Re: 183 Broadwood Avenue, Zack's Crib, 2021-03-29

Reference: Received for Information

- o) Tom Cambridge, Board of Directors Chair - Northdale Manor

Re: Crosswalk Lights Project, 2021-03-29

Reference: Received for Information

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

Re: Support – Planning Act Timelines 2021-03-31

Reference: Received for Information

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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

- a) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on December 17, 2020;
- b) Minutes of the Temiskaming Shores Public Library Bord meeting held on February 24, 2021; and
- c) Minutes of the Provincial Offences Advisory Committee meeting held on March 22, 2021.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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

- a) Minutes of the Building Maintenance Committee meeting held on March 17, 2021;
- b) Minutes of the Corporate Services Committee meeting held on March 17, 2021;
- c) Minutes of the Protection to Persons and Property Committee Meeting held on March 17, 2021;
- d) Minutes of the Public Works Committee Meeting held on March 17, 2021; and
- e) Minutes of the Protection to Persons and Property Committee Meeting held on March 24, 2021.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support - Long-Term Care Homes – Halton Region

Draft Resolution

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

Whereas the Council for the Regional Municipality of Halton adopted a resolution regarding Long-Term Care Homes at their meeting held on February 17, 2021; and

Whereas residents and staff at long-term care (LTC) homes have been disproportionately affected by COVID-19; and

Whereas in the first wave of the pandemic (March - July 2020) there were approximately 5,488 resident cases and 2,290 staff cases in Ontario and tragically 1,817 residents and seven staff lost their lives to this disease; and Whereas on 15 April 2020, Premier Ford stated, “we will stop at nothing to protect those who cannot protect themselves. Today we are launching an all-out plan to fight COVID-19 in our long-term care homes. We will fortify the iron ring of protection around our long-term care residents and those who care for them. We’ll go further in our testing, screening, surveillance, targeting the homes facing outbreaks”; and

Whereas there have been approximately 9,417 resident cases and 4,217 staff cases in Ontario in the second wave (2 September 2020-16 February 2021) and 1,869 residents and three staff lost their lives, representing an increase of resident deaths from the first to second wave; and

Whereas for-profit LTC homes have seen a disproportionate incidence of care failing to meet the standard of the Long-Term Care Act, which states that "...a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met"; and

Whereas the Canadian Armed Forces (CAF) report dated 20 May 2020 revealed conditions including inadequate staffing levels and training, limited medical supplies, unsafe medication administration, insufficient procedures to reduce the spread of COVID-19, poor infection prevention and control standards of practice, deficiencies in infrastructure and significant concerns about standards of care including seniors calling out for help, rotting food, missed meals, seniors left in soiled diapers and linens and cockroach and bug infestations; and

Whereas similar conditions were found in the second wave, including ongoing shortages of qualified, trained staff, ineffective use of PPE to prevent COVID-19 transmission, violation of protocols and practices including one instance in which residents who had tested positive for COVID-19 had their door handles removed, physical distancing and isolation challenges from continuing to house several residents in ward rooms with a shared bathroom and ongoing infection prevention and control standard concerns, all problems that were not fixed after the recommendations of the CAF; and

Whereas the Provincial Government has launched an independent commission to investigate COVID-19 spread within LTC homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread; and

Whereas the Association of Municipalities of Ontario (AMO) has provided a Board approved submission, Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission, on 29 January 2021, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario; and

Whereas AMO's submission puts forward 48 recommendations for action in both public and private long-term care homes across nine themes: Vision for Long-Term Care and Leadership Culture, Public Health and Safety, Planning and Communications, Staffing Measures, Care for Residents, Funding,

Inspections - Enforcement and Compliance, and Mental Health and Well-Being; and

Whereas one of the key recommendations of the AMO submission is that the Ministry of Long-Term Care and Ministry of Health review the adequacy of infection prevention and control programs under the Long-Term Care Homes Act, 2007 in preventing and managing COVID-19 outbreaks, and to institute higher standards with increased funding to homes to implement these standards; and

Whereas the Canada Health Act's aim is to protect, promote and restore the physical and mental well-being of residents of Canada, and that the Federal Government provides health care funding to Provinces and Territories through the Canada Health Transfer; and

Whereas the Federal Government does not currently provide funding earmarked to support the LTC home sector, and;

Whereas the Federation of Canadian Municipalities (FCM) works with and advocates to the Federal Government to secure new tools and empower municipalities to build stronger communities; and

Whereas the operation of LTC homes is a municipal responsibility in Ontario but is of significance to the federal-municipal relationship.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Municipality of Halton Regional Council's endorsement of AMO's recommendations contained in its submission to the Long-Term Care COVID-19 Commission; and

That Council strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards; and

That the City of Temiskaming Shores advocate to the Federal Government to enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long-term care and to undertake further efforts to protect, promote and restore the physical and mental well-being of long-term care residents in Canada; and

That City of Temiskaming Shores requests FCM to develop a policy and advocacy position on enhanced federal support for long-term care; and

That this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, the Federal and Provincial Ministers of Health and FCM for their immediate action; and that a copy be sent to AMO and the Regional Municipality of Halton for their information.

b) Support – Provincial Offences Part III Prosecution

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the *Stronger, Fairer Ontario Act, 2017* was passed by the Legislative Assembly of Ontario on December 14, 2017; and

Whereas the *Stronger, Fairer Ontario Act, 2017* enabled the Attorney General to enter into agreements with municipalities to transfer responsibility for certain prosecutions currently prosecuted by the Ministry's Criminal Law Division under Part III of the *Provincial Offences Act* (POA); and

Whereas the Ministry's effort to modernize POA prosecutions has been ongoing for over three years; and

Whereas the delay in implementing the transfer of responsibility of certain Part III POA prosecutions to municipalities has resulted in inefficiencies and additional costs; and

Whereas on November 19, 2019 the Director of Crown Operations North Region advised the City of Temiskaming Shores it was continuing its plan for a phased approach to transfer the responsibility of certain Part III prosecutions based on local site readiness and capacity to assume the responsibility; and

Whereas the City of Temiskaming Shores is responsible for the administration of POA matters in the District of Timiskaming with the exception of prosecutions under Part III of the *Provincial Offences Act*; and

Whereas the Timiskaming District POA Intermunicipal Advisory Committee met on March 22, 2021 and passed a resolution to indicate its readiness and capacity to assume certain Part III prosecutions under the *Provincial Offences Act* as enabled by the *Stronger, Fairer Ontario Act, 2017*.

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby petitions the Ministry of the Attorney General to honour its commitment to modernize the prosecution of *Provincial Offences Act* (POA) matters and transfer responsibility of permitted Part III POA prosecutions to the City of Temiskaming Shores as soon possible; and

Further that a copy of this resolution be circulated to all municipalities in the District of Timiskaming; the Federation of Northern Ontario Municipalities; and the Association of Municipalities of Ontario for their support.

c) Memo No. 011-2021-CS – Collection and Write-Off Policy – Provincial Offences Act

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2021-CS; and

That Council directs staff prepare the necessary by-law adopt an updated Provincial Offences Act Collection and Write-Off Policy for consideration at the April 6, 2021 Regular Council meeting.

d) Memo No. 012-2021-CS – Intermunicipal Services Agreement - Provincial Offences Act

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 012-2021-CS; and

That Council directs staff prepare the necessary by-law to enter into an updated Intermunicipal Services Agreement for the Administration of the Provincial Offences Act between the 24 partnering municipalities for consideration at the April 6, 2021 Regular Council meeting.

e) Memo No. 013-2021-CS – 2020 Provincial Offences Administration Annual Report

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2021-CS, specifically the 2020 Provincial Offences Administration Annual Report, for information purposes.

f) Memo No. 014-2021-CS – Deeming By-law for Edward Street

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Whereas the owners of property on and in the vicinity of Edward Street 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 BUCKE CON 5 PT LT 11 PCL 348 2821T, and PLAN M129NB LOTS 70 TO 76 AND 84 TO 95 PCL 9749SST, 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 April 6, 2021 Regular Council meeting.

g) Memo No. 015-2021-CS – Haileybury Golf Club – Funding Sponsorship Request

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 015-2021-CS;

That Council for the City of Temiskaming Shores approve the request from the Haileybury Golf Club requesting the municipality sponsor their funding application to the FCC AgriSpirit Fund in the amount of \$20,000 towards the Energy Footprint Reduction Project.

h) Administrative Report No. CS-012-2021 – Small Craft Harbour Agreement

Draft Resolution

Moved by: Councillor Foley
Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-012-2021; and

That Council directs staff prepare the necessary by-law to enter into a five (5) year agreement with Fisheries and Oceans Canada for the Small Craft Harbour facility (Haileybury Marina) for consideration at the April 6, 2021 Regular Council meeting.

i) Administrative Report No. CS-013-2021 – Timiskaming Tumblers Gymnastics Club Lease Agreement

Draft Resolution

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-013-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Timiskaming Tumblers Gymnastics Club for the use of the Don Shepherdson Memorial Arena Hall in the amount of \$724.55 per month plus applicable taxes effective May 1, 2021 with an annual increase of 2%, for consideration at the April 6, 2021 Regular Council meeting.

j) Administrative Report No. CS-014-2021 – Ontario Provincial Police Boat Slip Rental

Draft Resolution

Moved by: Councillor Whalen
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No CS-014-2021; and

That Council directs staff to prepare the necessary by-law to renew an agreement with the Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip for the Ontario Provincial Police at the New Liskeard Marina, for an additional five (5) years, for Council's consideration at the April 6, 2021 Regular Council Meeting.

k) Administrative Report No. CS-015-2021 – Asset Management Software Request for Proposal Award

Draft Resolution

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-015-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with ESRI Canada for the award of Asset Management Software, as detailed in Request for Proposal CORP-RFP-001-2021, for a total upset limit of \$95,784.00 plus applicable taxes for consideration at the April 6, 2021 Regular Council Meeting.

l) Administrative Report No. CS-016-2021 – Land Sale and Land Acquisition

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2021; and

That Council directs staff to continue with the disposition of Bond Street in accordance with By-law No. 2015-160, by preparing the necessary by-laws to Stop and Close a portion of Highway (Bond Street), and to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard, for municipal real property for consideration at the March 16, 2021 Regular Council meeting; and

Further that Council directs staff to proceed with the acquisition for a portion of Edward Street, by preparing the necessary by-law to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard for consideration at the April 6, 2021 Regular Council meeting.

m) Administrative Report No. CS-017-2021 – 2020 Annual Building and Statistics Report

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-017-2021; and

That Council directs staff to post the 2020 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code Act.

n) Memo No. 002-2021-PPP – Fire Safety Grant Funding

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2021-PPP; and

That Council directs staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal for the receipt of Fire Safety Grant funding for consideration at the April 6, 2021 Regular Council meeting.

o) Memo No. 009-2021-PW – Speed Indicator Sign - Purchase

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2021-PW; and

That Council directs staff to purchase a Portable Speed Indicator Sign by increasing the operating budget for traffic/safety/lights by \$4,500.

p) Memo No. 010-202-PW – Pedestrian Crosswalk Project - Deferral

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2021-PW; and

That Council hereby cancels the Lakeshore Road/ Broadway Avenue Pedestrian Light Relocation Project; and

Further that Council hereby defers the Rorke Avenue Pedestrian Crosswalk Project to 2022.

q) Administrative Report No. PW-008-2021 – Rotary Splash Pad Site Preparation and Servicing Proposal Award

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-008-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Site Preparation and Servicing for the Rotary Splash Pad in the amount of \$176,380 plus applicable taxes, for consideration at the April 6, 2021 Regular Council meeting.

r) Memo No. 006-2021-RS – Timiskaming Health Unit Lease Agreement

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2021-RS; and

That Council acknowledges the execution of the Timiskaming Health Unit Lease Agreement, signed by the Mayor and Clerk in order to permit the COVID-19 Vaccination Program beginning April 5, 2021; and

That Council directs staff to prepare the necessary by-law to confirm the Timiskaming Health Unit Lease Agreement for consideration at the April 6, 2020 Regular Council meeting.

s) Administrative Report No. RS-008-2021 – Don Shepherdson Memorial Arena Accessibility Project – Project Management Sole Source

Draft Resolution

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-008-2021; and

That Council direct staff to prepare the necessary by-law to enter into an agreement with Greenview Environmental Management for project tendering and construction contract administration in the amount of \$53,320 plus applicable taxes for consideration at the April 6, 2021 Regular Council meeting.

16. By-laws

Draft Resolution

Moved by: Councillor Hewitt
Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-043 Being a by-law to repeal By-law No. 2020-090 (appointment of Clayton Seymour as a Municipal Law Enforcement Officer)

By-law No. 2021-044 Being a by-law to appoint an Interim Chief Building Official – Michael Pilon (Repeals 2016-060 – Appointment of Clayton Seymour)

By-law No. 2021-045 Being a by-law to amend By-law No. 2005-122 (Appointment of Jennifer Pye and Gabriel Tasse as Fence Viewers under the Line Fences Act)

By-law No. 2021-046 Being a by-law to amend By-law No. 2005-110 (Appointment of Gabriel Tasse as a Livestock Valuer under the Livestock, Poultry and Honey Bee Protection Act)

By-law No. 2021-047 Being a by-law to appoint Mathew Bahm as a Weed Inspector for the City of Temiskaming Shores (Repeals 2020-073 – Appointment of Clayton Seymour)

- By-law No. 2021-048 Being a by-law to adopt a Provincial Offences Act Fine Collection and Write-Off Policy
- By-law No. 2021-049 Being a by-law to authorize the execution of an Intermunicipal Agreement with Municipal Area Partners with respect to the Provincial Offences Act (Repeals Town of Haileybury By-law No. 2000-065)
- By-law No. 2021-050 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision Edward Street (Roll No. 54-18-030-011-139.00, 5418-030-011-162.50.00)
- By-law No. 2021-051 Being a by-law to enter into a Lease Agreement with Her Majesty the Queen in Right of Canada, represented by the Minister of Fisheries and Oceans, for the Small Craft Harbour facility (Haileybury North Marina and Harbourplace Pavilion)
- By-law No. 2021-052 Being a by-law to enter into a Lease Agreement with the Timiskaming Tumblers Gymnastics Club for the Don Shepherdson Memorial Arena Hall
- By-law No. 2021-053 Being a by-law to amend By-law No. 2011-048 (OPP Boat Slip)
- By-law No. 2021-054 Being a by-law to enter into an Agreement with Esri Canada Limited for Asset Management Software
- By-law No. 2021-055 Being a by-law to Stop up and Close a Highway – Bond Street
- By-law No. 2021-056 Being a by-law to authorize the Sale of Land to Peter Huard and Tammy Huard
- By-law No. 2021-057 Being a by-law to authorize the Purchase of Land from Peter Huard and Tammy Huard
- By-law No. 2021-058 A by-law to execute a Transfer Payment Agreement with Her Majesty the Queen in Right of the Province of Ontario as Represented by the Office of the Fire Marshal for a Fire Safety Grant
- By-law No. 2021-059 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Rotary Splash Pad Site Preparation and Servicing

By-law No. 2021-060 Being a by-law to enter into an agreement with the Timiskaming Health Unit for the lease of the Don Shepherdson Memorial Arena Dry Floor for use as part of the COVID-19 Vaccination Program

By-law No. 2021-061 Being a by-law to enter into an agreement with Greenview Environmental Management Limited for project tendering and construction contract administration for the Don Shepherdson Memorial Arena Accessibility Project

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-043;	By-law No. 2021-053;
By-law No. 2021-044;	By-law No. 2021-054;
By-law No. 2021-045;	By-law No. 2021-055;
By-law No. 2021-046;	By-law No. 2021-056;
By-law No. 2021-047;	By-law No. 2021-057;
By-law No. 2021-048;	By-law No. 2021-058;
By-law No. 2021-049;	By-law No. 2021-059;
By-law No. 2021-050;	By-law No. 2021-060; and
By-law No. 2021-051;	By-law No. 2021-061.
By-law No. 2021-052;	

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, April 20, 2021 at 6:00 p.m.
- b) Regular – Tuesday, May 4, 2021 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Adoption of the February 16, 2021 – Closed Session Minutes; and
- b) Section 239(2)(h) of the Municipal Act, 2001 – Information explicitly supplied in confidence to the municipality – Transport Canada (Radley’s Hill Road Rail Crossing)

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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 Hewitt

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-063 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on April 6, 2021 be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2021-063 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 Laferriere

Seconded by: Councillor McArthur

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, March 16, 2021 – 6:00 p.m.
Electronic Meeting

Minutes

1. Call to Order

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

2. Roll Call

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

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

Regrets: None

3. Review of Revisions or Deletions to Agenda

None.

4. **Approval of Agenda**

Resolution No. 2021-113

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

Carried

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

Councillor Jelly declared a Conflict of Pecuniary Interest related to **Section 15 – New Business, Item d) Administrative Report No. PW-006-2021 – Tender Award – Roads Program, and Section 16 – By-laws, No. By-law No. 2021-039 being a by-law to enter into an agreement with Miller Paving Limited for Roadway Rehabilitation Services**, as his daughter is employed by Miller Paving Ltd.

Mayor Kidd declared a Conflict of Pecuniary Interest related to **Section 10 – Communications, Item g) Office of the Integrity Commissioner, Expertise for Municipalities**, as he is the subject of the Decision of the Integrity Commissioner on a Conflict of Interest Complaint Report.

6. **Review and adoption of Council Minutes**

Resolution No. 2021-114

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

a) Regular meeting of Council – March 2, 2021.

Carried

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

None.

8. Question and Answer Period

Shelly Zubyck, Director of Corporate Services read the following questions received via email:

1. Robert Ritchie, resident, inquired if Councillor McArthur could share information on the 64th Annual Economic Development Conference and Show Case, regarding support for tourism and recovery, so tourist-based businesses within the City of Temiskaming shores could benefit from this information?

Councillor McArthur thanked Mr. Ritchie for his question, and outlined that the presentation was about rebuilding and the return of festivals and public gatherings. New guidelines were discussed regarding travelling, letting visitors know what they can expect while travelling, etc. What the new guidelines will look like are unknown at this time, as all public health guidelines must be followed; however, the goal is to increase tourism to rekindle to travel. At this time, it is a wait and see on this particular topic.

Councillor Jelly commented that the Village Noel has scheduled their first virtual meeting, and is anticipating to move forward with the 2021 event in November, subject to the evolving COVID-19 situation.

9. Presentations / Delegations

None.

10. Communications

- a) The Honourable Sylvia Jones, Solicitor General

Re: Virtual 2021 Rural Ontario Municipal Association (ROMA) annual conference, 2021-02-23

Reference: Received for Information

- b) David de Geus, Manager for Timber Allocations and Licensing Section - Ministry of Natural Resources and Forestry

Re: Update regarding the Local Forest Management Corporation, 2021-02-24

Reference: Received for Information

- c) Jamie Pearce, Director, Municipal Programs Branch - Ministry of Transportation

Re: Email - Safe Restart Agreement (SRA) Phase 2 funding – Transfer Payment Agreement, 2021-03-02

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

- d) Fire Marshal's Communique No. 2021-02

Re: Ontario Fire College Training Modernization, 2021-03-04

Reference: Received for Information

- e) Gary Carr, Regional Chair – Halton Region

Re: Support - Long-Term Care Homes, 2021-03-02

Reference: Received for Information

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

- f) Amy Burkhart, Acting City Clerk, City of Sarnia

Re: Support – Colour Coded Capacity Limits

Reference: Received for Information

- g) Office of the Integrity Commissioner, Expertise for Municipalities – *Addressed Separately due to a declared conflict of pecuniary interest by Mayor Kidd*

- h) Little Claybelt Homesteaders Museum

Re: March 2021 Claybelt Spreader

Reference: Received for Information

i) Margaret McCullough

Re: Protection for companion animals in Canada, 2021-03-05

Reference: Received for Information

j) Jon Pegg, Ontario Fire Marshal – Ministry of the Solicitor General, Office of the Fire Marshal and Emergency Management

Re: Fire Safety Grant Announcement, 2021-03-11

Reference: Motion to be presented in Section 15: New Business

Resolution No. 2021-115

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10 f), and from 10 h) to 10 j) according to the Agenda references.

Carried

10. Communications Continued

Mayor Kidd disclosed a conflict of pecuniary interest with Communications Item 10 g), and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-117.

Resolution No. 2021-116

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby designates Councillor Jelly to chair the meeting.

Carried

g) Office of the Integrity Commissioner, Expertise for Municipalities

Re: Decision of the Integrity Commissioner on a Conflict of Interest Complaint regarding Mayor Carman Kidd

Reference: Received for Information

Resolution No. 2021-117

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

Be it resolved that City Council agrees to deal with Communication Item 10. g) according to the Agenda reference.

Carried

Resolution No. 2021-118

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

Be it resolved that Mayor Kidd resumes as Chair of the meeting.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2021-119

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

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

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on February 22, 2021; and
- b) Minutes of the Temiskaming Transit Committee meeting held on February 22, 2021.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2021-120

Moved by: Councillor Hewitt
Seconded by: Councillor Whalen

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

- a) Minutes of the Public Works Committee meeting held on February 18, 2021;
- b) Minutes of the Protection to Persons and Property Committee meeting held on March 1, 2021; and
- c) Minutes of the Recreation Committee meeting held on March 8, 2021.

Carried

13. Reports by Members of Council

Councillor Foley received inquires from area business owners if the City would entertain sidewalk bump-outs for downtown businesses to expand their space during the pandemic. Councillor Laferriere updated that the New Liskeard Business Improvement Area is investigating this idea.

Councillor Jelly congratulated Mr. Dwight Thib, who previously served on the municipal police force in New Liskeard, as he has recently assumed the position of Chief Superintendent with the Ontario Provincial Police in the Western Region of Ontario.

Mayor Kidd updated that he attended the virtual PDAC conference.

14. Notice of Motions

None.

15. New Business

a) Ministry of the Solicitor General, Office of the Fire Marshal and Emergency Management - Fire Safety Grant Announcement

Resolution No. 2021-121

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the Fire Safety Grant Announcement, issued by the Office of the Fire Marshal; and

That Council directs the Fire Chief to submit the necessary grant program application to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic.

Carried

b) Memo No. 010-2021-CS – Deeming By-law for 381 Arnold Drive (lots 11 and 12 on Plan M128NB)

Resolution No. 2021-122

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Whereas the owners of 381 Arnold Drive, 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 Lots 11 and 12, on Plan M-128 NB 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 March 16, 2021 Regular Council meeting.

Carried

c) Memo No. 001-2021-PPP – 2020 Fire Department Annual Report

Resolution No. 2021-123

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2021-PPP regarding the 2020 Annual Report for the Temiskaming Shores Fire Department, for information purposes.

Carried

d) Administrative Report No. PW-006-2021 – Tender Award – Roads Program

Councillor Jelly disclosed a conflict of pecuniary interest with this Item, and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-124.

Resolution No. 2021-124

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for supply and placement of hot mix asphalt and other road rehabilitation work, for an upset limit of up to \$5,000,000, plus applicable taxes, over the next two (2) years, for consideration at the March 16, 2021 Regular Council meeting.

Carried

e) Administrative Report No. PW-007-2021 – Annual Water Reports

Resolution No. 2021-125

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-007-2021, regarding the 2020 Annual Reports for the water systems within the municipality, in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and

That Council hereby directs staff:

1. To place the 2020 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.) and post on the municipal website;
2. To place an ad in the community bulletin and the City's Facebook page notifying the public of the availability of these reports for public review; and
3. That Council further directs staff to forward a copy of Administrative Report PW-007-2021 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

Carried

f) Memo No. 005-2021-RS – FedNor Application

Resolution No. 2021-126

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2021-RS; and

That Council directs staff to prepare and submit a funding request to FedNor for the design of an active transportation bridge over the Wabi River.

Carried

g) Administrative Report No. RS-006-2021 – Zubyck SkillZ Lease Agreement

Resolution No. 2021-127

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-006-2021; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for the use of the Shelley Herbert-Shea Memorial Arena Dry Floor from May 1, 2021 to July 31, 2021, for consideration at the March 16, 2021 Regular Council meeting.

Carried

h) Administrative Report No. RS-007-2021 – Splash Pad Agreement

Resolution No. 2021-128

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-007-2021; and

That Council directs staff to release PW-RFP-003-2021 for site preparation and water and sewer work related to the installation of the Rotary Splash Pad; and

That Council direct staff to prepare the necessary by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components, in the amount of \$267,430 plus applicable taxes, for consideration at the March 16, 2021 Regular Council meeting.

Carried

16. By-laws

Councillor Jelly disclosed a pecuniary interest with By-law No. 2021-039, and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-129 and Resolution No. 2021-130.

Resolution No. 2021-129

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2021-039 Being a by-law to enter into an agreement with Miller Paving Limited for Roadway Rehabilitation Services over a Two-Year Period within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-130

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2021-039 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2021-131

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2021-036 A by-law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement (SRA): Phase 2 Municipal Transit Funding Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores

By-law No. 2021-037 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 381 Arnold Drive (Roll No. 54-18-030-005-229.00)

By-law No. 2021-038 Being a by-law to authorize the Sale of Land to Gerry Brandon being 545 Lakeshore Road (PLAN M37NB PT

LOTS 1,59 RP TER709 PART 2 PCL
11350,12171,11247SST LIBRARY & ART GALLERY) 5418-
030-001-17300

By-law No. 2021-040 Being a by-law to enter into an agreement with Zubyck SkillZ Ltd. for the lease of the Shelley Herbert-Shea Memorial Arena Dry Floor Surface from May 1, 2021 to July 31, 2021

By-law No. 2021-041 Being a by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-132

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2021-036;

By-law No. 2021-037;

By-law No. 2021-038;

By-law No. 2021-040; and

By-law No. 2021-041;

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

Carried

17. Schedule of Council Meetings

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

b) Regular – Tuesday, April 20, 2021 at 6:00 p.m.

18. Question and Answer Period

Shelly Zubyck, Director of Corporate Services read the following questions received via email:

1. Robert Ritchie, resident, commented that he understands that council has no influence in the decision-making process of conflict of interest; however, moving forward, requested Council to be more proactive.

Christopher Oslund, City Manager updated that the new Temiskaming Transit route became effective on March 1, 2021. Mr. Oslund received an inquiry for the installation of a bus stop on Grant Drive with the opening of the Temiskaming Shores Seniors Housing Corporation apartment building. This matter is slated for discussion at the upcoming Transit Committee meeting. In addition, the land sale of the former New Lisheard Library building will be completed on Friday, March 26, 2021.

Councillor Foley inquired if a date has been considered to return to in-person Council meetings. Mayor Kidd commented that the decision will likely depend on further recommendations from the Timiskaming Health Unit.

Councillor McArthur inquired on the status of the Library's satellite location at Northern College. COVID-19 has delayed the opening of the service; however, an update will be provided once a date has been announced.

19. Closed Session

None.

20. Confirming By-law

Resolution No. 2021-133

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2021-042 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on March 16, 2021 be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-134

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2021-042 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2021-135

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

Mayor- Carman Kidd

Clerk - Logan Belanger

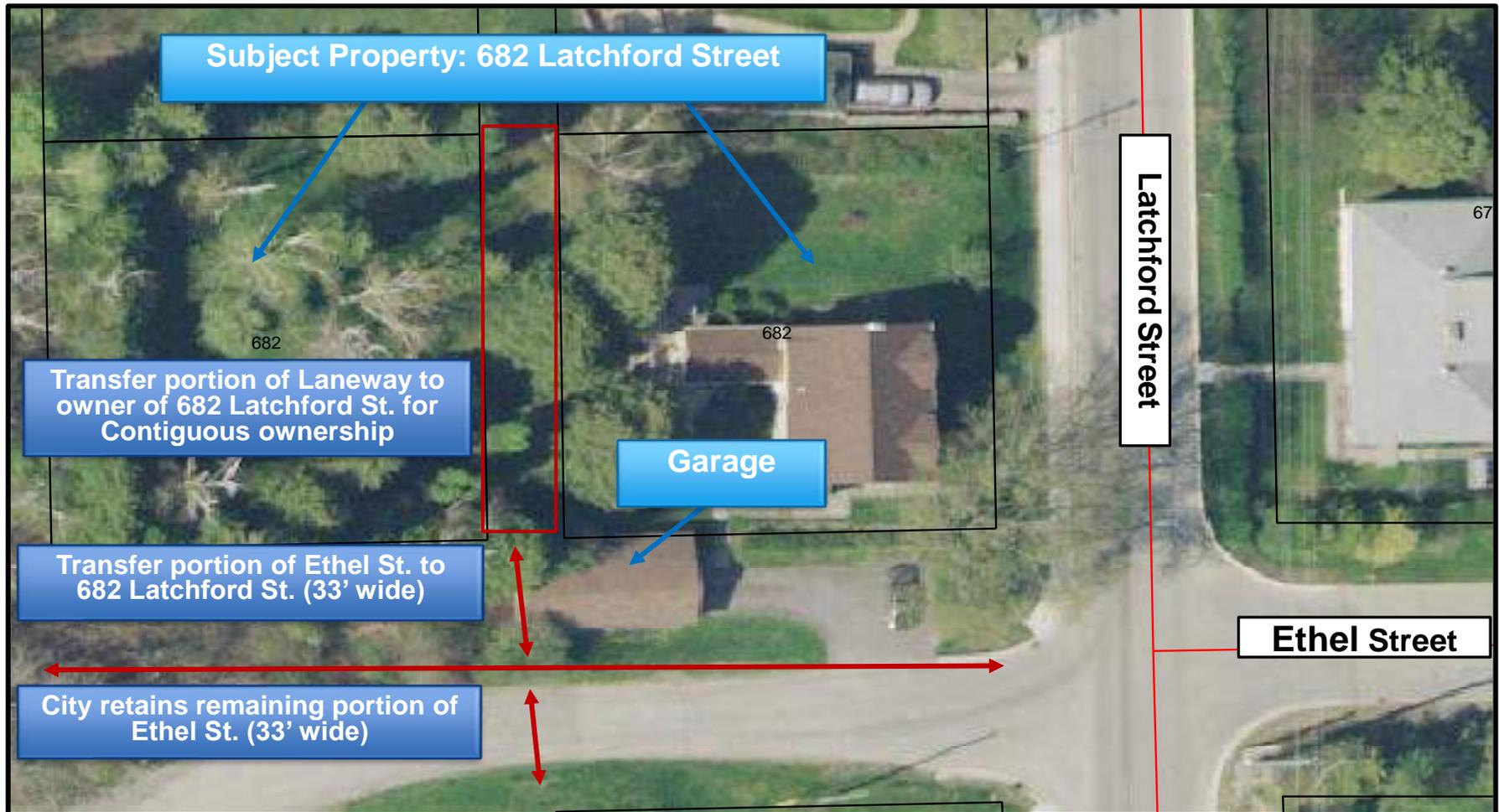
Application to Purchase Municipal Land



Background

- Application from Richard and Judith Walsh, for the purchase of a portion of Ethel Street, and a portion of an adjacent laneway.
- The Applicants own the residential land adjacent to the subject properties.
- Portion of Ethel Street – Currently, the existing garage and driveway are located on municipal road allowance. The owners are seeking to reconstruct the garage.
- Portion of Adjacent Laneway: Seeking contiguous ownership, by purchasing a portion of the laneway.

Application to Purchase Municipal Land



Application to Purchase Municipal Land



Disposition of Land By-law No. 2015-160

Section 3 – Disposal Method

Recommend a direct disposition with the owners.

Section 4 – Determination of Value

Recommend price based on recent sales of \$500 + all associated costs.

Section 6 – Public Meeting Notice

Notice via City Bulletin and Website.

Application to Purchase Municipal Land



Additional Information

- A reference plan would be required for legal description of subject property and laneway, as well as adopting a Stop up and Closure By-law.
- The property is made up of four (4) lots on a plan of subdivision (2 lots on the east side of the lane and 2 lots on the west side of the lane). A deeming by-law would be required to merge the lots on title.
- Three (3) property owners located to the North of this section of Latchford Street also own the lots on both sides of the lane. Letters advising of the proposed sale were sent to these property owners, to inquire if they were interested in purchasing the portion of the lane adjacent to their properties.

Application to Purchase Municipal Land



Additional Information Continued

- No public comments received to date on the application.
- No concerns from Staff and supportive of request.

Next Steps – *conditional on public input*

- Adoption of a Stop Up and Close By-law for that portion of Ethel Street and the Laneway
- Administrative Report recommending a Purchase and Sale agreement.
- Adoption of a Deeming By-law to merge the lots on title.

From Ida Hillson
Re. Petition from
Market Street Residents
Received Feb 18, 2021

Dear Council

I am here tonight I have a concern regard my lights and cross walk I had a concern about the people who live at the manor

and i had written a letter to the broad and ^{id} them it was dangers for people at the manor

and also I had a a cocern about 100 market and 105 Market st and 154 Market st and when i had written to coucil about it i

had said it was very dangers
place for seniors to aross that
road and it took while but once
Judy pace was mayor and it sure
got it done and now you are
getting them away from me that
not right all the people at 105
Market st though for those
lights and aross walk. I want my
voice to be heard

and lights up

I made montoin right now that
my arosswalk and lights stay up

please sign this petition ^{to} save my cross
walk and lights because Coucil wants
to Remove them .

Ida

Patti Mackewn

Gerold Brake

Mary Brake

Sharon Welsh

John Carnie

Ben, Jill Stewart

Claire Spence

Kay Hughes

Adrienne Person

Helen Connelly

Jean Mary Patone

Patti Mackewn



please sign this petition ^{to} save my cross
walk and lights because Coucil wants
to Remove them .

Ida

R Sullivan

Robbie Sullivan

Gianne Bellemare

Eva Penonnie

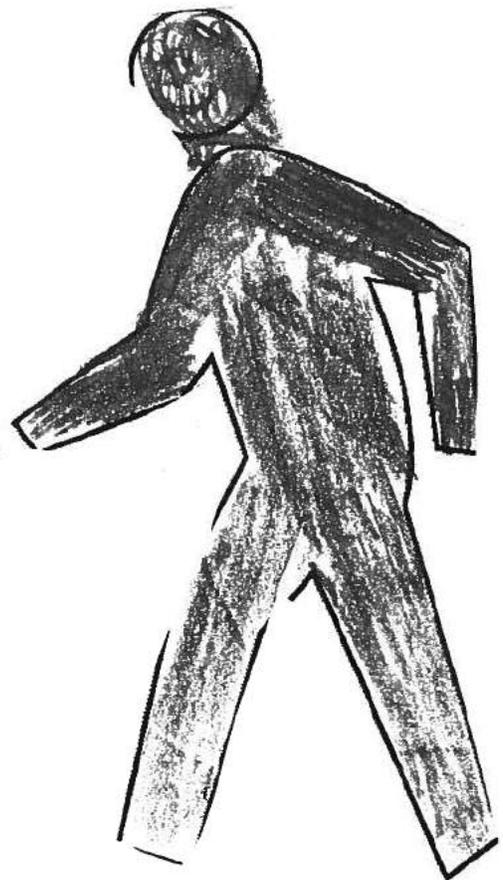
Jodie Lepper

Pauline McLean

Francine Brazear

Sandra Marcell

Madeline Menard



please sign this petition ^{to} save my cross
walk and lights because Coucil wants
to Remove them .

Ida

Line
Sophie Leveillé



Ministry of Natural Resources & Forestry

Ministère des Richesses naturelles et des Forêts

North Bay District Office

District de North Bay

3301 Trout Lake Road
North Bay, ON P1A 4L7
Tel : 705-475-5550
Fax : 705-475-5500

3301 chemin Trout Lake
North Bay, ON P1A 4L7
Tél. : 705-475-5550
Télé. : 705-475-5500



March 11, 2021

To whom it may concern,

Please find attached for your review a copy of the English and French versions of the "Inspection of 2021-2022 Annual Work Schedule (AWS) for the Temagami Management Unit." The AWS describes forest operations such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year (April 1, 2021 – March 31, 2022).

All future Temagami Management Unit notices can be sent to you electronically for clients who request this format.

If you would like notices sent to you by electronic mail going forward, please send an email from your preferred email address along with your name/business name and current mailing address to MNRF.NOR@ontario.ca. In the subject line, please include "Temagami Management Unit notices."

For more information on the AWS, to arrange a remote meeting with MNRF staff to discuss the AWS or to request AWS summary information, please contact Etienne Green or myself as indicated in the notice.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Baker".

Robert Baker, R.P.F.
Acting Regional Planning Forester
Ministry of Natural Resources & Forestry
3301 Trout Lake Road
North Bay, ON P1A 4L7

Enclosure

Visit us at our website www.ontario.ca or call 1-800-667-1940.
Please note this is a smoke-free/fragrance-free workplace.

INSPECTION

Inspection of 2021 – 2022 Annual Work Schedule Temagami Management Unit

The April 1, 2021 – March 31, 2022 Annual Work Schedule (AWS) for the **Temagami Management Unit** is available electronically for public viewing by contacting **First Resource Management Group Inc. (FRMG)**, during normal business hours and on the Natural Resources Information Portal at <https://nrip.mnr.gov.on.ca/s/fmp-online> beginning **March 11, 2021** and for the one-year duration of the AWS.

Scheduled Forest Management Operations

The AWS describes forest operations such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year.

Tree Planting and Fuelwood

First Resource Management Group Inc. (FRMG) is responsible for tree planting on the Temagami Management Unit. Please contact the Forest Company contact listed below for information regarding tree planting job opportunities.

For information on the locations and licence requirements for obtaining fuelwood for personal use, please contact the MNR North Bay District Office at 705-475-5501 or e-mail at MNR.NorthBay@ontario.ca. For commercial fuelwood opportunities, please contact the Forest Company contact listed below.

More Information

For more information on the AWS, to arrange a remote meeting with MNR staff to discuss the AWS or to request AWS summary information, please contact the MNR contact below:

Robert Baker, R.P.F.

Acting Regional Planning Forester
Ministry of Natural Resources and Forestry
North Bay District Office
3301 Trout Lake Road
North Bay, ON P1A 4L7
tel: 705-475-5501 / fax: 705-475-5500
e-mail: robert.baker@ontario.ca
office hours: Monday to Friday 8:00 a.m. to 4:30 p.m.

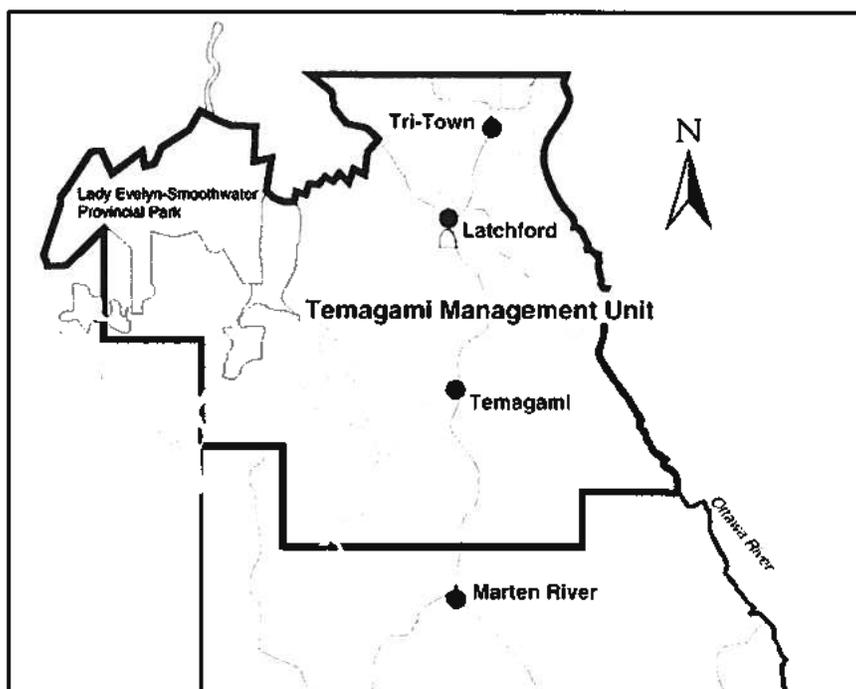
Stay Involved

Further information on how to get involved in forest management planning and to better understand the stages of public consultation please visit:

<https://www.ontario.ca/document/participate-forest-management-ontario/how-get-involved-forest-management>

The Ministry of Natural Resources and Forestry (MNR) is collecting your personal information and comments under the authority provided by the Forest Management Planning Manual, 2020 approved by regulation under Section 68 of the *Crown Forest Sustainability Act, 1994*. Any personal information you provide (home and/or email address, name, telephone number, etc.) may be used and shared between MNR and/or First Resource Management Group Inc. to contact you regarding comments submitted. Your comments will become part of the public consultation process and may be shared with the general public. Your personal information may also be used by the MNR to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact the MNR North Bay District Office at 705-475-5501 or e-mail at MNR.NorthBay@ontario.ca

Renseignements en français : Kelly Morissette au tél. : 705 475-5501 ou courriel : MNR.NorthBay@ontario.ca.



Etienne Green, R.P.F.

Planning Forester
First Resource Management Group Inc.
P.O. Box 850
22 Paget Street
New Liskeard, ON P0J 1P0
tel: 705-650-3360
e-mail: etienne.green@frmg.ca
office hours: Monday to Friday 8:00 a.m. to 5:00 p.m.

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Lyle WARDEN RESOLUTION NO 75-2021

SECONDED BY SAM McDONELL DATE March 1, 2021

WHEREAS COVID-19, a disease caused by the 2019 novel coronavirus, has resulted in the deaths of almost 7,000 Ontarians;

AND WHEREAS Canada currently lags behind dozens of nations in terms of the proportion of the population that has received doses of COVID-19 vaccines;

AND WHEREAS the federal government has moved too slowly and is failing to foster domestic vaccine-production capacity;

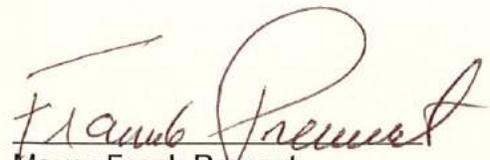
AND WHEREAS the number of administered vaccines in Ontario is not keeping pace with the number of doses that have been received by the provincial government;

AND WHEREAS the provincial COVID-19 vaccine booking system is not yet operational;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges Premier Doug Ford and the Province of Ontario to procure approved COVID-19 vaccines to be distributed to the residents of the Province of Ontario, increase the Province's vaccination rate to keep pace with the doses that have been received and accelerate the launch of its COVID-19 vaccine booking system;

AND FURTHERMORE that this resolution be forwarded to Premier Doug Ford, MPP Jim McDonnell, Hon. Christine Elliot, Minister of Health, Hon. Peter Bethlenfalvy, Minister of Finance and all Ontario municipalities.

CARRIED DEFEATED POSTPONED


Mayor Frank Prevost

Ministry of the Solicitor General

**Office of the Fire Marshal and
Emergency Management**

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère du Solliciteur général

**Bureau du commissaire des incendies et
de la gestion des situations d'urgence**

25, avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télec. : 647-329-1143



MEMORANDUM TO: Ontario Fire Chiefs

FROM: Jon Pegg, Ontario Fire Marshal

DATE: March 16, 2021

SUBJECT: COVID-19 Relief Funding for Municipalities Program

I am writing to advise you of additional provincial COVID-19 relief funding for municipalities to ensure the delivery of critical services and enable capital projects to stay on track.

On March 4, 2021, the Ontario government announced that it is providing an additional \$500 million through the [2021 COVID-19 Relief Funding for Municipalities](#) program. The program is intended to help municipalities respond to ongoing and unprecedented 2021 COVID-19 operating pressures.

All 444 municipalities in Ontario are eligible for this program. The level of funding is based on a combination of a base amount using Municipal Property Assessment Corporation household data and an amount based on the proportion of provincial COVID-19 cases (from January 1, 2021 to February 18, 2021) in the municipality's respective Public Health Unit.

Municipalities have the flexibility to use this funding to address the specific priorities of their communities based on their unique COVID-19 related operating pressures. Examples may include, but are not limited to, personal protective equipment purchases, overtime incurred due to providing emergency response and frontline services as a result of the pandemic, and purchases required to do remote work.

The ministry encourages fire services to consult with its municipality to identify critical COVID-19 related operating pressures for fire services that can be addressed through this funding initiative.

Once again, thank you for your continued efforts to help keep our communities safe and healthy.

Sincerely,

Jon Pegg
Ontario Fire Marshal

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6
Tel: 416 325-0408
MCSCS.Feedback@Ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
Toronto ON M7A 1Y6
Tél. : 416 325-0408
MCSCS.Feedback@Ontario.ca



132-2021-404
By email

March 18, 2021

Dear Heads of Council and First Nations Chiefs:

I am writing to provide you with an update on the new Ontario Provincial Police (OPP) detachment boards under the *Community Safety and Policing Act, 2019* (CSPA).

As you may remember, in February 2020, the Ministry of the Solicitor General conducted seven regional roundtable sessions across the province. Discussions at these sessions focused on new OPP-related regulatory requirements under the CSPA. Municipalities and First Nation communities receiving policing services from the OPP were invited to learn more about new OPP-related legislative and regulatory requirements and provide the ministry with feedback to inform the development of related regulatory proposals. In addition, we heard from many of you through various letters and engagement opportunities, including meetings with the Association of Municipalities of Ontario MOU Table and Rural Ontario Municipal Association about what you would like your new OPP detachment board to look like.

In response to your feedback, an OPP detachment board framework has been developed that we hope will provide municipalities and First Nation communities receiving direct and/or supplemental services from the OPP the flexibility to create a board that reflects your community and local needs.

Under this framework, municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment are being asked to submit one proposal (per detachment) indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board.

Municipalities and First Nations within a detachment are asked to work together to determine the composition of their board(s) as well as the manner in which they will submit their proposal to the ministry. For example, after determining the composition of the detachment board(s), municipalities and First Nations within a detachment area may select one municipality or First Nation to complete and submit the proposal.

Dear Heads of Council and First Nations Chiefs
Page 2

Proposals must meet base requirements set by the ministry, which include a minimum number of five members per board and a requirement that each board should be composed of 20% community representatives and 20% provincial appointees. To that end, municipalities and First Nations are not required at this time to identify the names of the individuals that will be participating on the detachment board. Rather, you are only asked to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.

To streamline and support the proposal process, the ministry has developed a digital form that can be accessed using the link included [here](#).

The ministry will work with municipalities and First Nations to obtain outstanding information/proposals and support you in submitting a completed proposal. If, however, a proposal still does not meet the minimum requirements, or a proposal is not submitted and/or if no consensus is reached on the composition of the board then the ministry will determine the composition of the detachment board.

Completed proposals are to be submitted to the ministry by **Monday, June 7, 2021**.

We recognize the significant implications that the current COVID-19 emergency has had on municipalities and First Nations across the province. To this end, in addition to the written supporting material attached here, we are also pleased to work with you directly through virtual information sessions.

If you have questions related to OPP detachment boards under the CSPA, please contact Sarah Caldwell, Director of Community Safety and Intergovernmental Policy, at sarah.caldwell@ontario.ca. If you have questions about the proposal process or would be interested in a virtual information session, please contact Joanna Reading, Senior Policy Advisor, at joanna.reading@ontario.ca

Sincerely,



Sylvia Jones
Solicitor General

Enclosures

c: Chief Administrative Officers

Municipal Clerks



CONTEXT

- Ontario passed the *Comprehensive Ontario Police Services Act, 2019* (Bill 68) and established the *Community Safety and Policing Act, 2019* (CSPA) which, once in force, will repeal the *Police Services Act, 1990* (PSA).
- Section 67 of the CSPA requires there be **an Ontario Provincial Police (OPP) detachment board, or more than one OPP detachment board**, for each detachment of the OPP that provides policing in a municipality or in a First Nation community.
- The Ministry is required to develop a regulation related to the composition of each OPP detachment board. To achieve this, the ministry has developed an “OPP Detachment Board Framework”.



FRAMEWORK

- The new **OPP Detachment Board Framework** will provide civilian governance to 326 municipalities and 43 First Nations including those that:
 - Are directly policed by the OPP;
 - Employ their own First Nations Constables but receive administrative support from the OPP; and
 - Receive “OPP Dedicated” policing (i.e. North Caribou Lake and Wapekeka First Nation).
- By enhancing civilian governance, the **OPP Detachment Board Framework** under the CSPA will:
 - Ensure each municipality and First Nation receiving OPP services and supports has an opportunity to represent their local perspectives, needs, and priorities; and
 - Provide opportunities for municipalities and First Nations to collaborate on efforts to improve community safety.

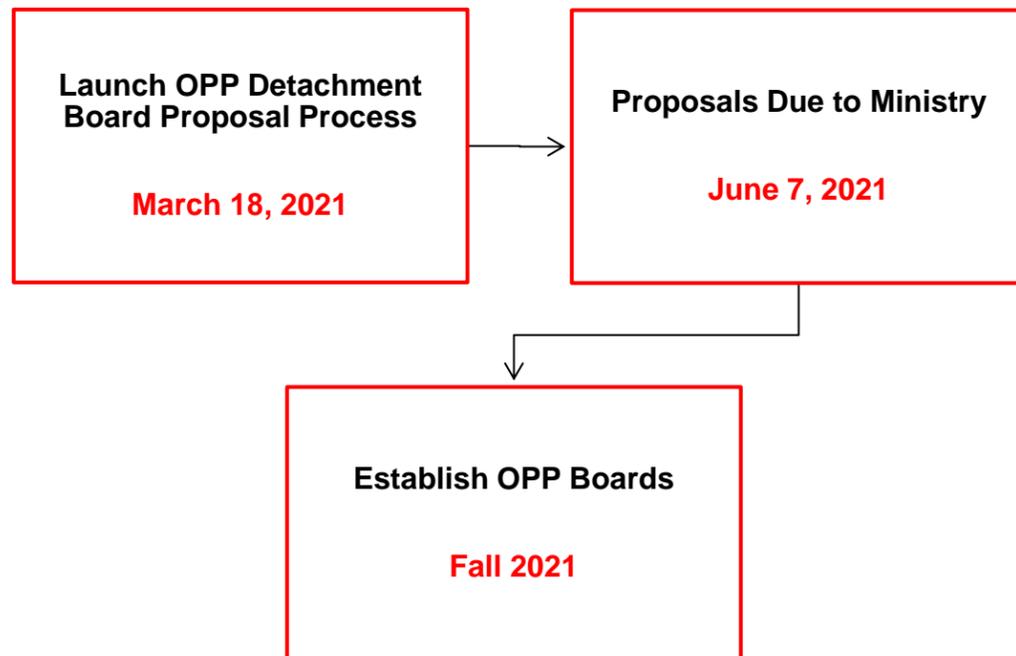


PROCESS

- To ensure the objectives of the **OPP Detachment Board Framework** are met, the ministry has developed a flexible approach that allows municipalities and First Nations to determine the preferred composition of their detachment board(s) by submitting a proposal using a digital form provided by the ministry.
 - Link to Digital Form: [OPP Board Proposal Form](#)
- Municipalities and First Nations within a detachment will be required to work together to develop and submit **one proposal** indicating the composition of their board(s). The proposal must meet the minimum composition requirements established by the ministry (**See Page 2 & Qs and As**).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board but will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- The ministry will work with each municipality and First Nation to obtain outstanding information and provide support to ensure each detachment submits a completed proposal. However, a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board(s).
- The ministry is offering virtual information sessions for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process, upon request.



TIMELINES



✓ OPP DETACHMENT BOARD COMPOSITION REQUIREMENTS

MINIMUM REQUIREMENTS

Minimum Size	5 members
Maximum Size	None
Community Representatives	20% Community Representation <ul style="list-style-type: none"> Province to appoint community representative(s) if municipal council/band council fail to appoint representatives by joint resolution.
Provincial Appointments	20% Provincial Appointees



CONTACT INFORMATION

General Information/OPP Detachment Board Proposal Process	Community Safety and Intergovernmental Policy Branch Joanna Reading (Joanna.Reading@ontario.ca)
Civilian Governance Options for First Nations	Indigenous Engagement Unit Ashley O'Connell (Ashley.OConnell@ontario.ca)

Q1: What are the key differences between the section 10 board framework under the *Police Services Act (1990) (PSA)* and OPP detachment board framework under the *Community Safety Policing Act, 2019 (CSPA)*?**A1:**

- The OPP currently polices 326 municipalities. Of these, only those under a section 10 agreement have access to civilian governance. This means there are 178 municipalities that do not participate on a board and as a result do not have access to civilian governance.
- Under the CSPA, all municipalities receiving OPP policing services will have the opportunity to participate on an OPP detachment board.
- In terms of the roles and responsibilities of board members, the role of OPP detachment boards will include additional responsibilities not required for section 10 boards under the PSA (1990) such as:
 - considering any community safety and well-being plan adopted by a municipality that receives policing from the detachment;
 - establishing local policies, in consultation with the detachment commander, with respect to policing in the area receiving policing from the detachment; and
 - ensuring local action plans prepared by the detachment commander address the objectives and priorities determined by the board.
- Under the CSPA, OPP detachment board members will be required to:
 - consult with the OPP Commissioner on the selection of a detachment commander;
 - monitor the performance of the detachment commander; and
 - provide an annual report to the municipalities and band councils served by the OPP.
- OPP detachment boards will also provide a venue for the municipalities and First Nations within a detachment area to coordinate and collaborate on strategies to address common issues that is not present under the PSA.

Q2: What does the transition to the new OPP detachment board framework mean for municipalities and First Nations currently receiving policing services by the OPP?**A2:**

- Until the Act comes into force, the ministry will continue to renew section 10 agreements that are set to expire in 2021.
- However once the CSPA comes into force all existing section 10 agreements will be terminated, and Section 10 boards will be dissolved.
- To do this, the ministry is committed to providing sufficient time and adequate supports to municipalities currently participating on a Section 10 board or, in the case of municipalities that receive OPP policing without a formal agreement/contract (i.e. Section 5.1 municipality), a Community Policing Advisory Committees (CPAC) as they dissolve their current board structures and transition to the new OPP detachment board model.

Q3: When will the CSPA come into force?**A3:**

- The ministry is working towards the act being proclaimed in early 2022.

Q4: Which municipalities and First Nations are included in the OPP detachment board framework?**A4:**

- The OPP detachment board framework provides civilian governance to the municipalities and First Nations receiving policing from OPP detachments.
- More specifically, the framework includes 326 municipalities currently policed by the OPP.
- The First Nations included in this framework include the 43 First Nations that:
 - are directly policed by the OPP (i.e., zone policing without a funding agreement);
 - employ their own First Nations Constables but receive administrative support from the OPP (i.e., “OPP-Administered” policing under the Federal First Nations Policing Program (FNPP)); and
 - receive “OPP-Dedicated” policing (i.e. Stream Two agreements under the FNPP).

Q5: What role will municipalities and First Nations have with respect to the OPP Detachment Board proposal process?**A5:**

- Municipalities and First Nations in each OPP detachment area will be required to submit one proposal indicating the composition of their board and the rationale for multiple boards and the composition of each additional board, if multiple boards are being recommended.
- The ministry will only accept one proposal per detachment.
- Municipalities and First Nations within a detachment will be required to work together and determine the approach for developing and submitting their proposal to the ministry.
 - For example, after determining the composition of the detachment board(s), the municipalities and First Nations within a detachment may select one municipality or First Nation to complete and submit the proposal.

Q6: What information is the ministry requesting in the proposal form?**A6:**

- Municipalities and First Nations within a detachment area will be required to submit a proposal indicating the composition of their board(s).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board. Rather, they will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- If a municipality and/or First Nation chooses not to participate on a detachment board and forfeits their seat, they will be required to indicate this in the proposal.

Q7: Factors to consider when requesting more than one detachment board.**A7:**

- The CSPA allows an OPP detachment to establish one, or more than one, OPP detachment board.
- Detachments that are considering requesting more than one detachment board should consider factors such as:
 - Geography (e.g. distance between municipalities and First Nations);
 - Variations in population size and;
 - The number of municipalities and First Nations within an OPP detachment; and
 - Service demands (e.g. calls for service).
- However, if proposing more than one OPP detachment board, municipalities and First Nations should also consider challenges associated with recruiting board members (e.g. inability to fill vacancies) and the costs associated with operating additional boards.

Q8: Will municipalities/First Nations that are receiving policing and/or supports and services by two OPP detachments be allowed to participate on both OPP detachment boards?**A8:**

- Yes. Municipalities and First Nations that are receiving policing and/or supports and services by two OPP detachments can participate on both OPP detachment boards, or can choose to participate on only one OPP detachment board.
- Representation must be determined in collaboration with the other municipalities and First Nations within the OPP detachment, as a consensus on the composition of the OPP detachment board is required.
- Municipalities that wish to be represented on both OPP detachment boards will be required to cover the costs associated with participating on two boards (i.e. operational costs).

Q9: What is considered a “completed” proposal?**A9:**

- Each detachment will be required to complete one proposal using the digital form provided by the ministry. The link to the digital form can be found here: [Ontario Provincial Police Board \(OPP\) Proposal Form](#).
- A completed proposal must be submitted using the digital form provided by the ministry and meet the minimum composition requirements provided by the ministry.
- The ministry will work with each detachment to obtain outstanding information/proposals and support them in submitting a completed proposal.
- If however in the end if a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board.

Q10: What support will the ministry provide municipalities and First Nations throughout the OPP detachment board proposal process?**A10:**

- Virtual information sessions, led by the ministry, will be made available upon request for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process.
- If your detachment is interested in a virtual information session, or have other inquiries related to the OPP detachment board proposal process, please forward your request to the ministry to Joanna Reading via email at Joanna.Reading@ontario.ca.

Q11: What is the purpose of provincial appointments on OPP Detachment Boards?**A11:**

- Provincial appointees will provide advice to the board as public representatives whose appointments are independent of municipal/band councils.
- However, to ensure members of the detachment board are reflective of the communities they serve, the municipalities/First Nation Chief and Councils will have the ability to nominate individuals for consideration as provincial appointees.

Q12: Will the government address the current backlog in provincial appointments?**A12:**

- We know there are concerns related to the number of vacant provincial appointments and the length of time these appointments remain unfilled.
- We have made significant progress in reducing the backlog of provincial appointments. Since our government took office in 2018, we have filled approximately 124 provincial appointment vacancies on section 10 boards.
- We will continue to work with municipalities and First Nations to ensure provincial appointees are recruited and appointed in a timely manner.

Q13: Why are First Nations with Self-Administered Police Services not included in the OPP detachment board framework?**A13:**

- First Nations that receive policing from a Self-Administered First Nation Police Service (SA FNPS) are not included in the OPP detachment board framework as they are already represented on boards and/or have their own police governing authorities.
In addition, SA FNPS boards have existing relationships and alternate methods to communicate their input to the OPP with respect to supports and services the OPP provides to their communities.

Q14: Are there other civilian governance options for First Nation communities that are captured within the OPP detachment board framework?**A14:**

- As an alternative to participating on an OPP Detachment board, under the CSPA First Nations have the option to request to form a First Nation OPP Board.
- Where a First Nation or multiple First Nations has entered into an agreement with the Minister for the provision of policing and other specified services by the Commissioner, the First Nation(s) may request that the Minister constitute a First Nation OPP board.
- A First Nation OPP board would perform similar functions and responsibilities as an OPP Detachment board by providing advice and oversight over the policing services provided by the OPP to a First Nation community or communities.
 - This includes determining objectives and priorities, supporting development of the strategic plan, and advising the Detachment Commander with respect to policing provided to a First Nation community or communities.
 - A First Nation OPP board could also establish local policies, in consultation with the OPP, with respect to the detachment's provision of policing.
- Please contact Ashley O'Connell, Indigenous Engagement Unit, Ministry of the Solicitor General at Ashley.OConnell@ontario.ca for more information on requesting a First Nation OPP Board.

ADDITIONAL INFORMATION**Q15: What training will OPP detachment board members be required to complete?****A15:**

- Members cannot perform their duties or exercise any of their powers until they have successfully completed the training identified in the CSPA.
- More specifically, like all other boards and councils governed under the CSPA, OPP detachment board members will be required to successfully complete training with respect to:
 - human rights and systemic racism;
 - the diverse, multiracial and multicultural character of Ontario society;
 - the rights and cultures of Indigenous peoples; and
 - any other training prescribed by the Solicitor General.

Q16: Will municipalities be able to request enhanced OPP policing services (e.g., beyond basic “adequate and effective” policing) under the CSPA?**A16:**

- Under the CSPA, municipalities that receive policing from the OPP may enter into agreements for enhanced policing services.
- Municipalities will continue to be responsible for funding and implementing enhancements.

Q17: Once the CSPA is in force, will municipalities within a detachment receive one billing statement (i.e., a single invoice for the entire detachment)?**A17:**

- There will be no substantive changes to the billing process.
- Municipalities will continue to be billed individually.

Q18: Will there be an opportunity to provide additional feedback on other OPP-related matters for regulation?

A18:

- All OPP-related matters for regulation will be posted on the Ontario Regulatory Registry for public comment.



Centre
d'éducation des
adultes de New Liskeard
-Y'a pas d'âge pour apprendre-



Centre d'éducation des adultes
21, rue Armstrong Sud
C.P. 4030
New Liskeard ON P0J 1P0
Peggy Morin, Coordonnatrice
peggy.morin@cscdr.education
705 647-7304, poste 223 ou 221
Télécopieur : 705 647-8410

March 15, 2021

City of Temiskaming Shores
Carman Kidd
P. O. Box 2050
Haileybury, ON P0J 1K0

Dear Mr. Kidd,

Every year, *Centre d'éducation des adultes* (CÉA) is proud to award Ontario High School Diplomas to its students. At CÉA, we are happy to reward the efforts and success of our students which is why we are appealing to your generosity and soliciting a donation from you.

Thanks to your generosity, your donation will allow us to offer our graduates a bursary during a celebration of some kind the second week of June 2021.

Since 1992, CÉA has been offering a variety of educational and professional programs to youths and adults in our area. We are very fortunate to have an alternative learning centre in our area. We give young learners and adults the possibility of obtaining their High School Diploma, of improving their work-related skills, of preparing for postsecondary education, of taking workshops that make them successful citizens and of improving their overall life skills.

Your donation is greatly appreciated and acknowledged. Please label your cheque to Centre d'éducation des adultes. Upon receipt of your donation, an official tax receipt will be mailed to you.

Thank you for your support.

Sincerely yours,

Peggy Morin, OCT, c. Tran.
Coordinator

INSPECTION

MNRF-Approved Forest Management Plan Inspection Timiskaming Forest 2021-2031 Forest Management Plan

RECEIVED

MAR 19 2021

The Ontario Ministry of Natural Resources and Forestry (MNRF), Timiskaming Forest Alliance Inc. (TFAI) and the Kirkland Lake and Timmins Local Citizens' Committee (LCC) would like to advise you that the (2021-2031) Forest Management Plan (FMP) for the Timiskaming Forest has been approved by the MNRF Regional Director and is available for inspection.

The Planning Process

The FMP takes approximately three years to complete. During this time, five formal opportunities for public and First Nation and Métis community involvement are provided. The fourth opportunity (Stage Four) for this FMP occurred from September 14, 2020 to November 12, 2020 when the public was invited to review and comment on the draft FMP.

This 'Stage Five' notice is to advise you that the MNRF-approved FMP, including the supplementary documentation, and FMP summary are available electronically for inspection for the 10-year duration of the FMP through the office of the sustainable forest licensee and on the Natural Resources Information Portal <https://nrip.mnr.gov.on.ca/s/fmp-online>.

Interested and affected persons and organizations can arrange a remote meeting with MNRF staff with the MNRF Kirkland Lake and Timmins District Offices to discuss the approved FMP.

For further information, please contact:

Laurie Nuhn, R.P.F.
MNRF Kirkland Lake District Office
145 Government Road West, Second Floor, P.O. Box 910
Kirkland Lake, ON P2N 3K4
e-mail: laurie.nuhn@ontario.ca

Aaron Palmer, R.P.F.
Timiskaming Forest Alliance Inc.
22 Paget Street North, New Liskeard, ON P0J 1P0
tel: 705-680-0033 ext 243
e-mail: aaron.palmer@frmg.ca

Bruce Jewitt
Kirkland Lake LCC, Chair
c/o MNRF Kirkland Lake District Office
145 Government Road West, Second Floor, P.O. Box 910
Kirkland Lake, ON P2N 3K4

Tarryn Adams
MNRF Timmins District Office
5520 Hwy. 101 East, P.O. Bag 3090
South Porcupine, ON P0N 1H0
e-mail: tarryn.adams@ontario.ca

The approved FMP will be available for the 10-year period of the FMP at the same locations listed above.

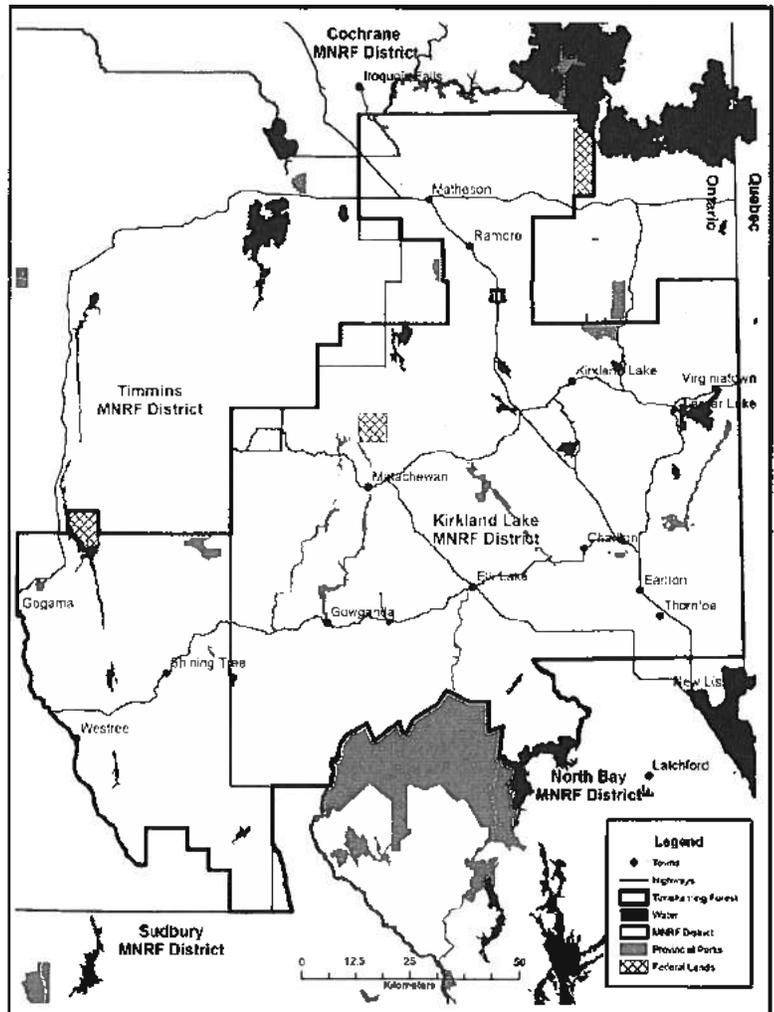
Stay Involved

Further information on how to get involved in forest management planning and to better understand the stages of public consultation please visit:

<https://www.ontario.ca/document/participate-forest-management-ontario/how-get-involved-forest-management>

The Ministry of Natural Resources and Forestry (MNRF) is collecting your personal information and comments under the authority provided by the Forest Management Planning Manual, 2020 approved by regulation under Section 68 of the *Crown Forest Sustainability Act, 1994*. Any personal information you provide (home and/or email address, name, telephone number, etc.) may be used and shared between MNRF and/or the sustainable forest licensee to contact you regarding comments submitted. Your comments will become part of the public consultation process and may be shared with the general public. Your personal information may also be used by the MNRF to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact Jennifer Rosko, District Business Co-ordinator, MNRF, 705-568-3228 or email at jennifer.rosko@ontario.ca.

Renseignements en français : Mitch Rainville au 705 568-3219 ou michel.rainville2@ontario.ca



**Ministry of Government and
Consumer Services**

**Ministère des Services
gouvernementaux et des
Services aux consommateurs**



Office of the Minister

Bureau du ministre

5th Floor, 777 Bay Street
Toronto ON M5B 2H7
Tel.: 416 212-2665
TTY: 416 915-0001

5^e étage, 777, rue Bay
Toronto ON M5B 2H7
Tél. : 416 212-2665
ATS : 416 915-0001

996-2021-615

March 19, 2021

Mr. Logan Belanger
Municipal Clerk
City of Temiskaming Shores
lbelanger@temiskamingshores.ca

Dear Mr. Belanger:

Thank you for writing and to share your suggestions for improving the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Our government is grateful for its partnership with the City of Temiskaming Shores and we appreciate your insight on this important issue. My ministry's constructive conversations with municipalities like yours have helped us to identify the challenges with MFIPPA and to consider options that support our commitment to transparency, accountability and providing better public services.

We have received input on MFIPPA from municipalities in all corners of the province, including members of the Association of Municipalities of Ontario and the Rural Ontario Municipal Association.

I want to assure you that your continued input is appreciated and being considered as part of our careful review. Ministry staff are determining the best path forward to address concerns.

If you have any further suggestions or questions, please email Adam Mazer, Director of Enterprise Recordkeeping, Access and Privacy Branch, at adam.mazer@ontario.ca and copy Patrick Chan, Senior Policy Advisor, Information, Privacy and Archives, at patrick.chan@ontario.ca.

Once again, Mr. Belagner, thank you for sharing your suggestions. I appreciate the time and effort the City of Temiskaming Shores has put into this process and look forward to working with you further.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Thompson". The signature is written in a cursive, flowing style.

The Honourable Lisa Thompson
Minister of Government and Consumer Services

- c: The Honourable Steve Clark, Minister of Municipal Affairs and Housing
The Information and Privacy Commissioner of Ontario
John Vanthof, MPP, Timiskaming-Cochrane
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario

Logan Belanger

Subject: FW: County of Peterborough Resolution Re: Homelessness, Mental Health and Addiction in Niagara
Attachments: CLK-C 2021-044 PHSSC Minute 5.1.pdf

Good Afternoon,

Please note at their meeting on March 17th, 2021 Peterborough County Council approved the following resolution:

Be it resolved that County Council supports the Niagara Region's resolution dated February 25, 2021 regarding Homelessness, Mental Health and Addiction in Niagara.

For your convenience I have attached the original letter from Niagara Region.

Should you have any questions or concerns please contact Kari Stevenson at kstevenson@ptbocounty.ca.

Thanks,

Marissa Martin
Administrative Services Assistant
Clerk's Division/Planning
(705) 743-0380 Ext. 2105

* Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of a public record and may be made available to the public through the Council Agenda process.

March 4, 2021

CL 4-2021, February 25, 2021
PHSSC 2-2021, February 16, 2021
Minute Item No. 5.1, February 16, 2021

MEMBERS OF THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO)

SENT ELECTRONICALLY

Motion respecting Homelessness, Mental Health and Addiction in Niagara

Minute Item No. 5.1

Regional Council, at its meeting held on February 25, 2021, approved the following resolution from its Public Health and Social Services Committee:

WHEREAS Niagara Region prides itself as being a caring and compassionate community that continually strives to be a place where people want to live, work and play;

WHEREAS providing access to safe, adequate and affordable housing for everyone is fundamental to achieving that goal;

WHEREAS Niagara Region acknowledges that mental health, mental illness, addiction and homelessness, while important issues, are not homogenous, interchangeable or consistently interconnected, and doing so may over simplify exceptionally complex issues that require targeted policy solutions and intervention;

WHEREAS Niagara Region's 10-year Housing and Homelessness Action Plan (HHAP), A Home For All, outlines the Region's vision, challenges, and the actions required to achieve its goals;

WHEREAS Niagara Region has embarked on an ambitious effort to end chronic homelessness through participation in the national Built for Zero campaign;

WHEREAS Regional Council formally adopted Mental Health and Wellbeing (2.2) and Addressing Affordable Housing Needs (2.3) as strategic priorities for the current term of our Council;

WHEREAS a recent KPMG report commissioned by Niagara Region indicated that Council invests more levy funding than its peers into homelessness, demonstrating a steadfast commitment to addressing the issue;

WHEREAS Niagara Region acknowledges that people living in shelters are part of the crisis and not the solution;

WHEREAS Niagara Region has two planned housing projects that would directly address those in Niagara who experience chronic homelessness;

WHEREAS the implementation plan for Council's strategic objectives states that staff will identify gaps within the mental health system to increase the functionality and collaboration within it;

WHEREAS the same implementation plan directed staff to partner with Ontario Health (formally the LHIN) to review the local landscape to identify opportunities, including new investment;

WHEREAS the treatment and supports for mental illness, addiction, and homelessness are predominantly funded and directed by the Province;

WHEREAS the success of the Region's Housing and Homelessness Action Plan is dependent on a commitment of sustained and increased funding (both operational and capital) from all levels of government to address the issues of housing insecurity and homelessness in Niagara; and

WHEREAS the needs of the community far outweigh Niagara Region's available resources and funding required to effectively address these issues, and the support of both the Provincial and Federal governments are needed to meet these needs.

NOW THEREFORE BE IT RESOLVED THAT:

1. That Niagara Region Council officially **ACKNOWLEDGE** that a significant crisis exists in Niagara in regard to the prevalence of chronic homelessness and the lack of affordable housing that far surpasses the Region's ability to meet the vision dictated in its 10-year Housing and Homelessness Action Plan (HHAP);
2. That the Regional Chair **BE DIRECTED** to send advocacy letters directly to the appropriate Federal and Provincial ministries outlining Niagara's current situation and requesting additional funding be provided to ensure Niagara can meet the vision outlined in its housing action plan;
3. That the Regional Chair **BE DIRECTED** to advocate to the Minister of Municipal Affairs and Housing and the Minister of Families, Children and Social Development for the required operational funding for the planned supportive and bridge housing initiatives;
4. That Regional staff **BE DIRECTED**, in alignment with the planned review of Council's strategic priorities, to produce a report specifically highlighting the progress being made and critical gaps in regard to services related to mental health, addictions and wellbeing;
5. That Regional staff **BE DIRECTED** to continue providing Regional Council updates on the HHAP and Built for Zero initiatives;
6. That Regional staff **BE DIRECTED** to request an update from the Overdose Prevention and Education Network of Niagara (OPENN) regarding the current status of the actions being taken to address addiction related issues in Niagara; and

7. That a copy of this motion be sent to all members of the Association of Municipalities of Ontario (AMO).

Yours truly,



Ann-Marie Norio

Regional Clerk

:kl

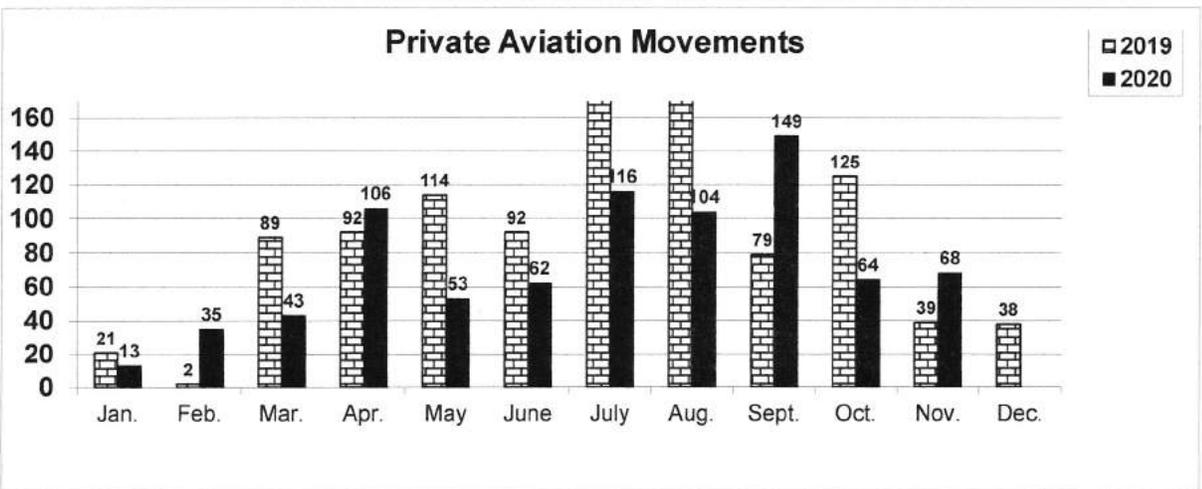
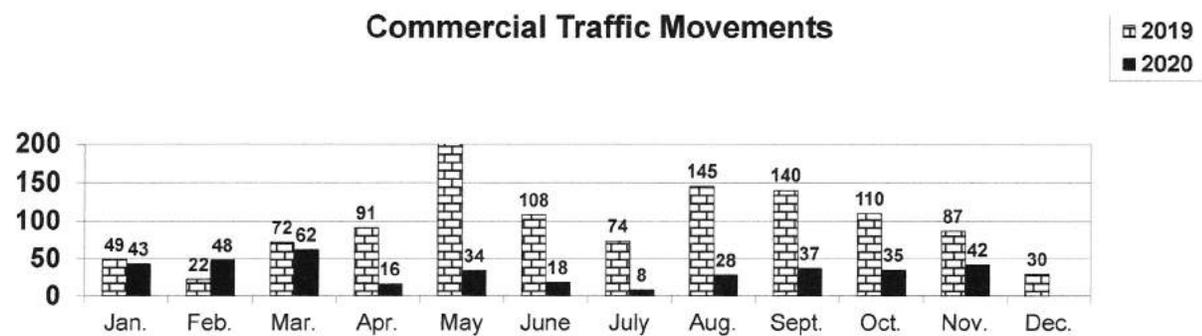
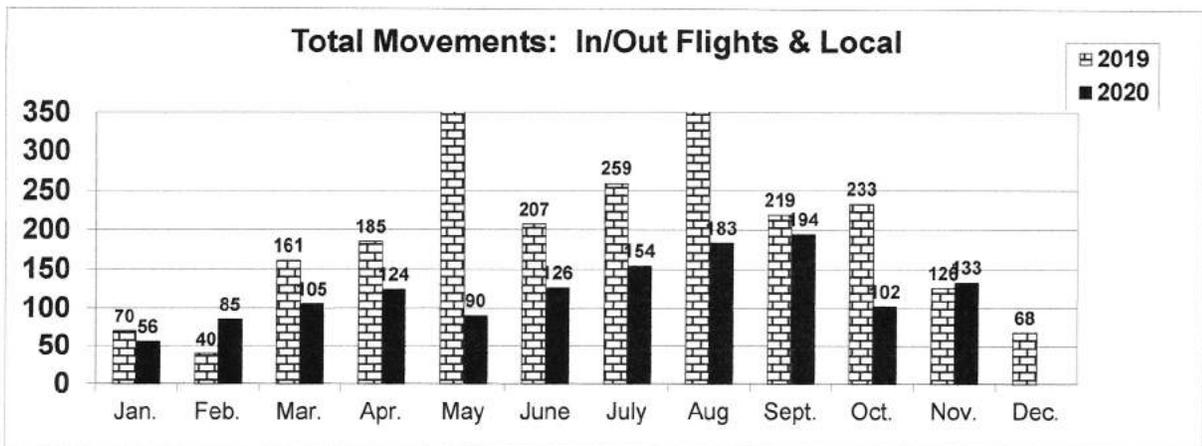
CLK-C 2021- 044

EARLTON-TIMISKAMING REGIONAL AIRPORT NOVEMBER 2020

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$6,047	\$132,758
Operations	\$62,798	\$287,428
	\$68,845	\$420,186
 <u>EXPENSES</u>		
Fuel	\$8,414	\$79,420
Operations	\$27,698	\$296,432
	\$36,112	\$375,852
 <u>NET PROFIT/LOSS</u>		
Fuel	-\$2,367	\$53,338
Operations	\$35,100	-\$9,004
Capital Expenses		
	\$32,733	\$44,334
 <u>FUEL INVENTORY - JET A1</u>	\$	15,473
<u>FUEL INVENTORY - AVGAS</u>	\$	13,000
<u>FUEL INVENTORY - DIESEL</u>	\$	3,637

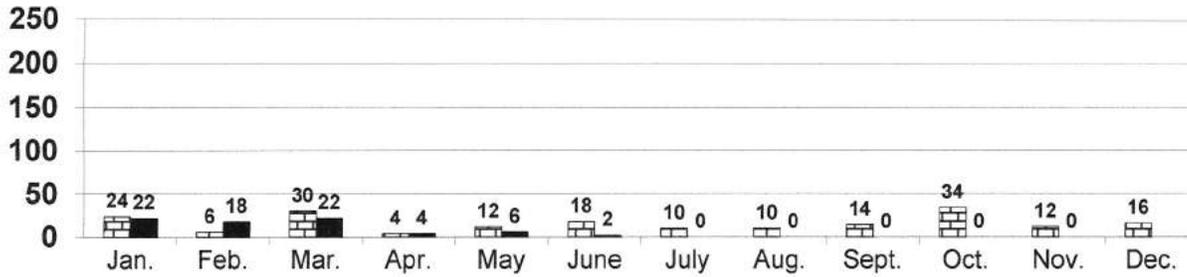
ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2020



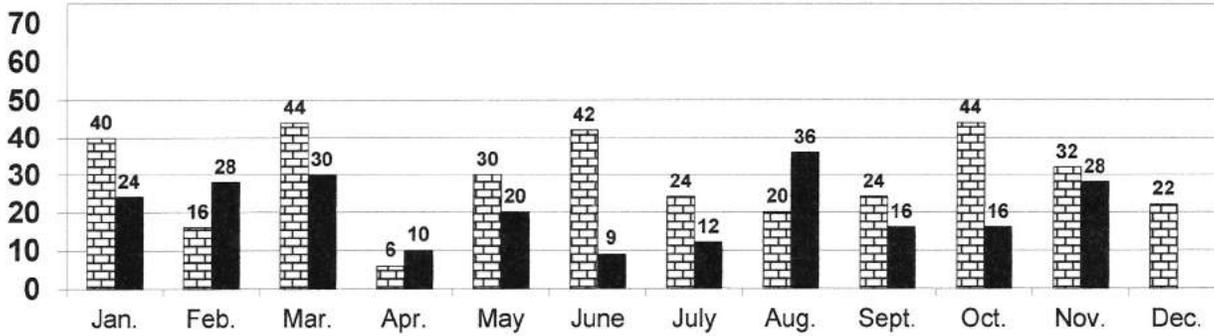
Air Carriers Movements

▨ 2019
■ 2020



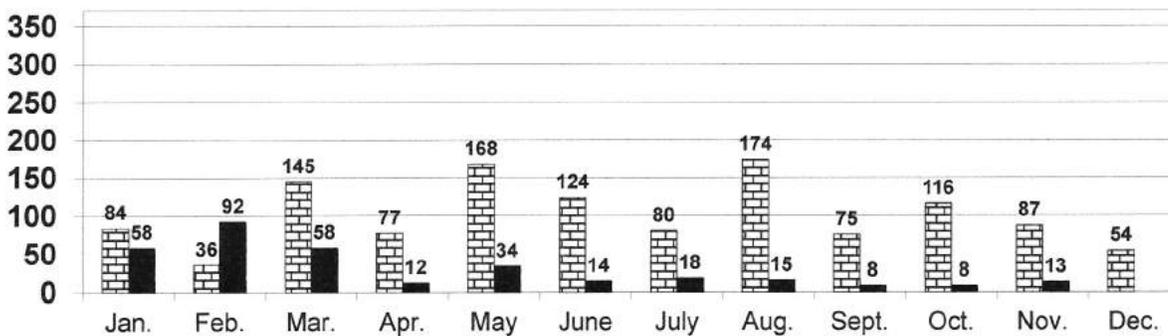
Air Ambulance Movements

▨ 2019
■ 2020



Pgrs. via Air Charter

▨ 2019
■ 2020



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

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

Donation

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

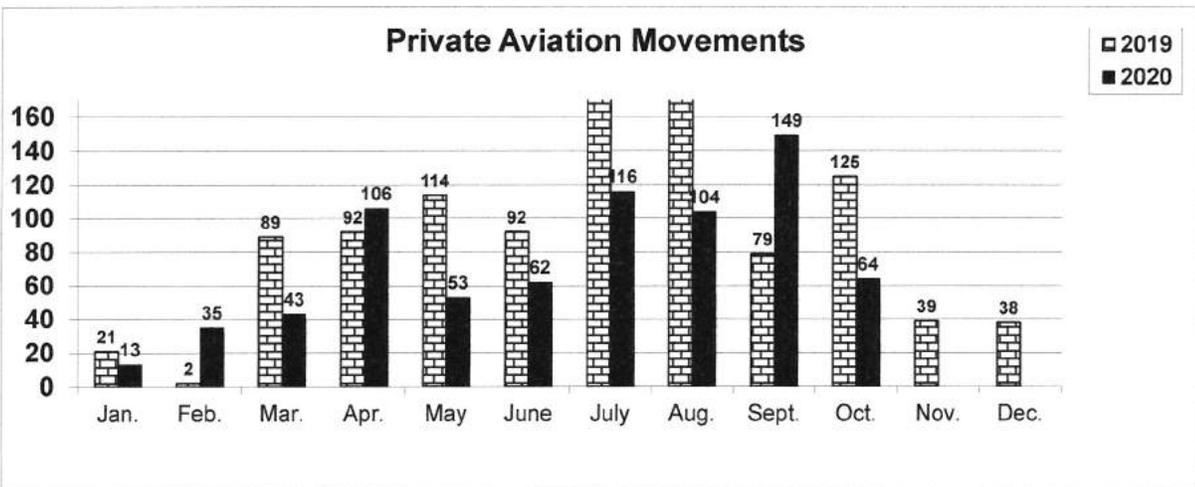
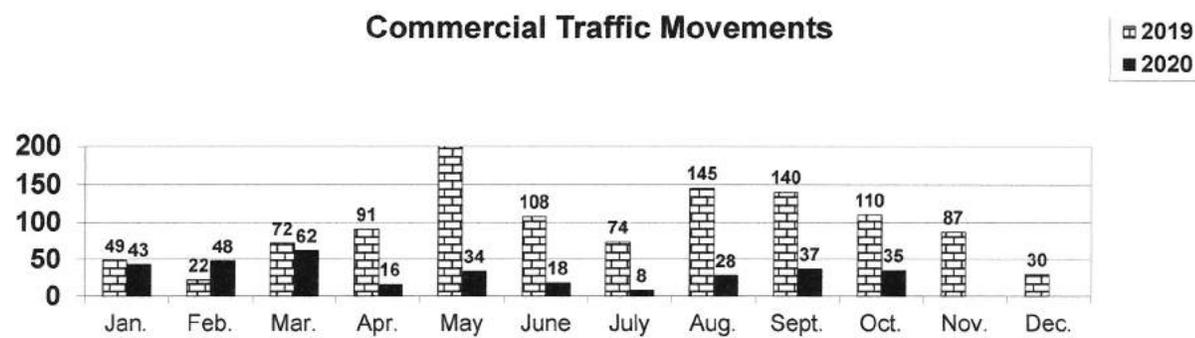
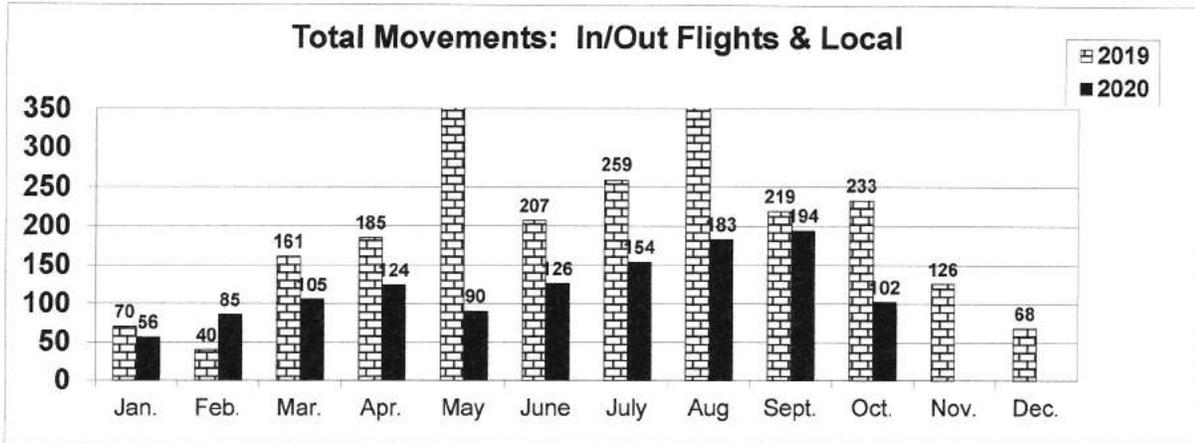
As of December 10, 2020

EARLTON-TIMISKAMING REGIONAL AIRPORT OCTOBER 2020

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$21,145	\$126,711
Operations	\$3,184	\$224,630
	\$24,329	\$351,341
 <u>EXPENSES</u>		
Fuel	\$17,200	\$71,006
Operations	\$14,824	\$253,712
	\$32,024	\$324,718
 <u>NET PROFIT/LOSS</u>		
Fuel	\$3,945	\$55,705
Operations	-\$11,640	-\$29,082
Capital Expenses		
	-\$7,695	\$26,623
 <u>FUEL INVENTORY - JET A1</u>	\$	18,951
<u>FUEL INVENTORY - AVGAS</u>	\$	8,391
<u>FUEL INVENTORY - DIESEL</u>	\$	3,496

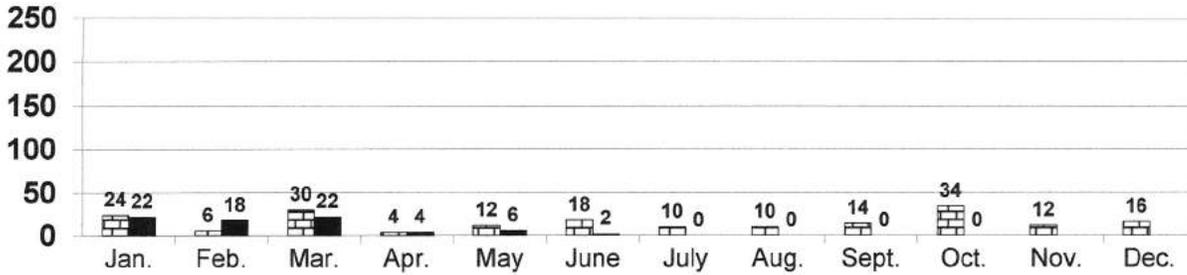
ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2020



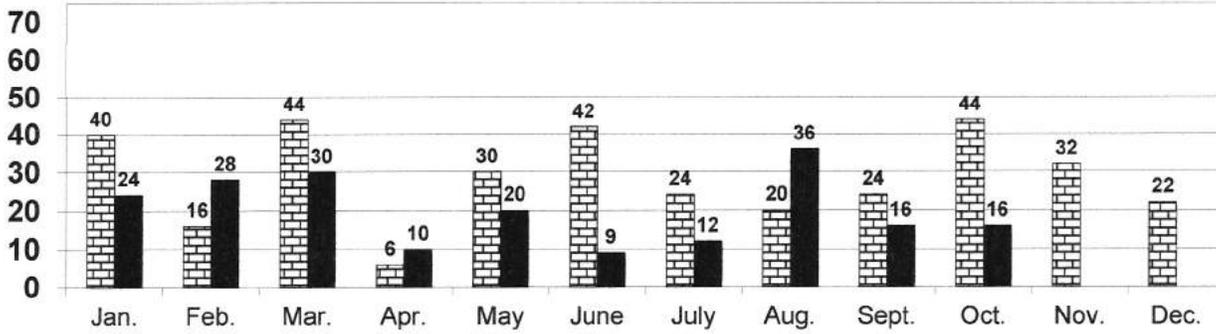
Air Carriers Movements

▨ 2019
■ 2020



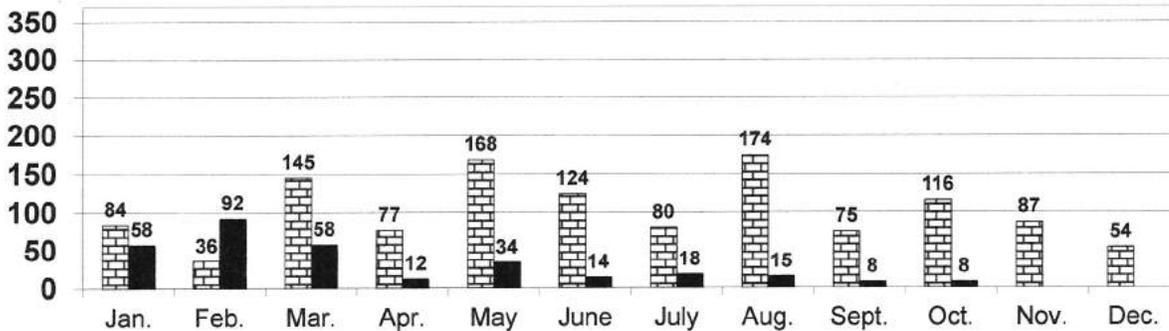
Air Ambulance Movements

▨ 2019
■ 2020



Pgrs. via Air Charter

▨ 2019
■ 2020



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

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

Donation

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

As of November 17, 2020

MANAGER'S REPORT OCTOBER 2020

Projects

Catch Basin Repair TWY "A"

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



After Work Completed.

Fuel System: Update September 2020

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

FEC and Sand Shed Roof Repair:

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

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

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

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

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

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

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

We can expect that final review mid to late November.

Staff Training:

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

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

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

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

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

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

Winter Operations:

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

Equipment

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

Correspondence:

Correspondence Documents:

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

Friday, October 16, 2020 Weekender Page 9



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

Sue Nielsen

Speaker Reporter

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

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

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

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

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

Participants are not limited to membership in the 99s.

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

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

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

Why did they come to Earlton?

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

AIRPORT AMENITIES

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

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

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

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

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

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

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

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

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

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

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

THE TOWNSHIP OF PICKLE LAKE

RESOLUTION

DATE: March 9, 2021

NO: 21-32

MOVED BY: Blakney/ Millar/Vaughan/ Walbourne

SECONDED BY: Blakney/ Millar/Vaughan/ Walbourne

WHEREAS elected Officials of a Municipality, or a Township are expected to be above reproach and to conduct themselves with integrity, truth, justice, honesty and transparency and courtesy,

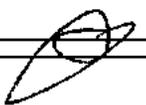
AND WHEREAS there are people of dubious character who have a criminal record, having been convicted of a Federal Offence, of any of the Federal Statues of Canada, but not limited to the Criminal Code or Narcotic Control Act, Who are currently on Council of a Municipality or have let their name stand for election for Mayor, Reeve or Councillor as a municipal candidate.

NOT WITHSTANDING the provisions of the Ontario Human Rights Code

THEREFORE BE IT RESOLVED that the Corporation of the Township of Pickle Lake hereby supports the Township of Conmee as they lobby the Provincial Government to amend The Municipal Act and Municipal Elections Act, as may be, so that people with a criminal record who have not had their record cleared from the RCMP Data Base by order of the Governor General of Canada, be prohibited from becoming a candidate in municipal elections.

AND THAT an elected local government official be disqualified from office upon conviction of a serious criminal offence and must resign.

AND THAT the Council direct the Clerk to send a copy of this resolution to the Ontario Premier Doug Ford, NOMA, Attorney general Doug Downey, Solicitor-general Sylvia Jones, Minister of Municipal Affairs and Housing Steve Clark, AMO, ROMA, and MPP Sol Mamakwa, and all Ontario municipalities.

VOTES	YEAS	NAYS	ABSTAIN	DECLARATION OF INTEREST
MONCK	✓			DISPOSITION OF RESOLUTION (CHECK ONE): CARRIED: <input checked="" type="checkbox"/> DEFEATED: <input type="checkbox"/> TABLED: <input type="checkbox"/>  CHAIR
BLAKNEY	✓			
MILLAR	✓			
VAUGHAN				
WALBOURNE	✓			



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

SENT VIA EMAIL

March 25, 2021

The Right Honourable Justin Trudeau, MP
Prime Minister of Canada
Langevin Block
Ottawa, Ontario K1A 0A2

Prime Minister:

RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

"205-2021

Moved By Councillor Thomas Neufeld, **Seconded By** Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-by-law.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole."

If you require any further information, please contact the undersigned.

Yours very truly,



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

cc: Hon. Doug Ford, Premier
cc: Hon. Andrea Horwath, Official Leader of the Opposition
cc: Hon. Erin O'Toole, Official Leader of the Opposition
cc: MP Chris Lewis- Essex
cc: MPP Taras Natyshak-Essex
cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness
cc: MP Shannon Stubbs
cc: Mayor Aldo DiCarlo, Town of Amherstburg
cc: Mayor Larry Snively, Town of Essex
cc: Mayor Tom Bain, Town of Lakeshore
cc: Mayor Marc Bondy, Town of LaSalle
cc: Mayor Hilda MacDonald, Municipality of Leamington
cc: Mayor Gary McNamara, Town of Tecumseh
cc: all Municipalities in Ontario

premier@ontario.ca
horwatha-qp@ndp.on.ca
erin.otoole@parl.gc.ca

March 27, 2021

Kirby and Judy Seymour

[REDACTED]

[REDACTED] PO

The City of Temiskaming Shores Council
325 Farr Drive
P.O. Box 2050
Haileybury, On P0J 1K0

City of Temiskaming Council,

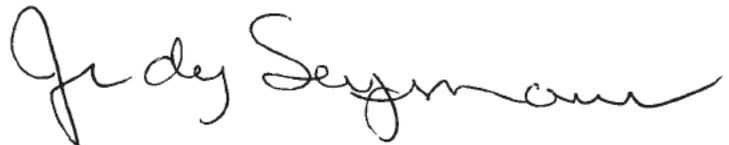
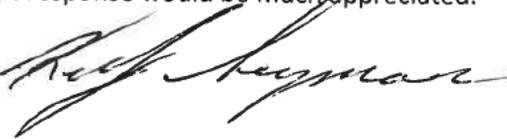
We, Kirby and Judy Seymour and Judy's Hair Kare, at 116 Lakeshore Road, New Liskeard are the closest and most immediately impacted by the proposed "Zack's Crib" directly uphill of us. With its outdoor area directly above our home and business, we wish to appeal the granting of the use of the property at 183 ^{Broadwood} Broadway as a men's shelter. We do this because the project will directly affect our quality of life and enjoyment of our use of our outdoor space making memories with our eight grandchildren, and does not adequately protect us from the unreasonable noise and foot traffic for ourselves and our neighbors and neighborhood. We also feel this may seriously impact our home business "Judy's Hair Kare" which is a licensed hair dressing establishment.

In this case the project is to be located in a quiet, hill neighborhood, adjacent to the Northdale Manor, a senior's retirement home, a few steps away from two busy churches and a block and a half from the Market Street Seniors Apartments. We feel the protections against noise and traffic and their quality of life must be more stringent than in a less physically sensitive area. The construction of "community facilities" when they "will not be detrimental to the immediate neighborhood" are a good thing, however this proposed site does not give adequate parking (with no on street parking), only a public lane access (with no place for snow removal) and no outdoor space to meet its purpose, and this will impact our property. Granting this home to go forward in this location as proposed does not impose conditions which adequately address these major issues. This property is not the right fit for this worthy project and we respectfully request that another site be sought, that provides its residents a suitable and more private and peaceful setting.

We have not heard of any public meeting where this issue has been discussed but want to have our case heard before any approval is given by the city.

Your prompt response would be much appreciated.

Sincerely,





Board of Directors

Chair:

Tom Cambridge

Vice Chair:

Doug Walsh

Treasurer:

Patricia Willard-Inglis

Secretary:

Erin Montgomery

Maire Alexander

Nancy Pedersen

Jamie Hawken

Natalie Rivet

Karen Woods

Rick Lavictoire

March 25, 2021

Chris Oslund
City Manager
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury, ON P0J 1K0

Dear Chris,

RE: City of Temiskaming Shores Crosswalk Lights Project

On behalf of the Northdale Manor's Board of Directors, I would like to thank you and your team for the informative presentation provided on March 8, 2021 regarding the City of Temiskaming Shores Crosswalk Lights Project.

We thank you for considering the safety of our residents as well as the seniors in the area. We truly appreciate that you included us in the discussion and look forward to Mayor Kidd's recommendation to council on April 6, 2021.

Sincerely,

Tom Cambridge
Northdale Manor – Board of Directors Chair
Northdale Manor
142-130 Lakeshore Rd.
New Liskeard, ON
P0J1P0
705-647-6541



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

March 31, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
17th Floor, 777 Bay Street
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

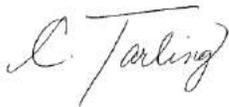
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

- c: Honourable Tim Louis, M.P.
- Honourable Raj Saini, M.P.
- Honourable Marwan Tabbara, M. P.
- Honourable Bardish Chagger, M.P.
- Honourable Bryan May, M.P.
- Honourable Amy Fee, M.P.P.
- Honourable Catherine Fife, M.P.P.
- Honourable Belinda Karahalios, M.P.P.
- Honourable Mike Harris, M.P.P.
- Honourable Laura Mae Lindo, M.P.P.
- Bill Karsten, President, Federation of Canadian Municipalities
- Monika Turner, Association of Municipalities of Ontario
- Rosa Bustamante, Director, Planning, City of Kitchener
- Ontario Municipalities

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

Thursday, December 17, 2020
Harley Twp. Hall, Hwy. #11
New Liskeard, ON

Attendance: Doug Metson, Marc Robillard, Bryan McNair, Pauline Archambault, Debbie Veerman, Kerry Stewart, Carman Kidd, Mitch Lafreniere, Matt Golcic, James Smith, Sheila Randell

Regrets: Barb Beachey

Absent: Laurie Bolesworth, Earl Read

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of November 17, 2020 be called to order at 6:30 p.m. "

Carried

2. Approval of Agenda

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented, with slight amendment."

Carried

3. Approval of Minutes of Last Meeting

Moved by : Doug Metson

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the Minutes of the Meeting held October 22, 2020, be adopted as presented."

Carried

Moved by: Kerry Stewart

Seconded by: Mitch Lafreniere

BE IT RESOLVED THAT "the Minutes of the Meeting held November 12, 2020 be adopted as presented."

Carried

4. **Business Arising from Minutes**
None

5. **Committee Reports**

(a) Financial Report:

Moved by: Mitch Lafreniere

Seconded by: Kerry Stewart

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

Carried

Moved by: Mitch Lafreniere

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the Finance Report for the Month of November 2020, be adopted as presented and be attached hereto, forming part of these minutes."

Carried

(b) Property & Maintenance
No Report

(c) Human Resource
No Report

6. **Manager's Report**

Moved by: Matt Golcic

Seconded by: Debbie Veerman

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

Carried

Moved by: Debbie Veerman

Seconded by: Matt Golcic

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

Carried

7. **Chairman's Remarks/Report**

- TRACC requested a 2 week extension on removing their equipment, which Carman approved. TRACC is about 80% complete removing their belongings. (With some items still in the sweeper shed.) They requested Airport assistance to load concrete barriers, which was provided at a cost of \$150. per hour.

- FedNor application is still in the works

Moved by: Kerry Stewart

Seconded by: Debbie Veerman

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

Carried

8. New Business

Moved by: Matt Golcic

Seconded by: Doug Metson

WHEREAS" Sheila is our bookkeeper and deserves a Christmas gift";

BE IT RESOLVED THAT "the ETRAA repay Carman for the \$100.00 gift certificate that he picked up and paid for from Yve's Prime Cut Meats.

Carried

Moved by: Matt Golcic

Seconded by: Marc Robillard

WHEREAS "The Airport has been operating under the Township of Armstrong's guidelines for hiring employees; and

WHEREAS "a draft copy of the Airport's proposed Employee Handbook was emailed to all Board members prior to this meeting for perusal;

THEREFORE, BE IT RESOLVED THAT "the draft copy of the Earlton-Timiskaming Regional Airport "Employee Handbook" amended December 1, 2020, be adopted, and used as a guideline for hiring of employees."

Carried

- Sheila read a memo from Harold Cameron to the Board (a copy of which is attached to these minutes), which thanked the Board for his retirement gifts and an update on his health condition.

9. Closed Session

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the ETRAA approve to convene in Closed Session at 7:25 p.m."

Carried

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the ETRAA approve to adjourn Closed Session at 7:45.
(no Motion)

Carried

10. **Adjournment**

Moved by : Debbie Veerman

Seconded by : Kerry Stewart

BE IT RESOLVED THAT "this meeting be adjourned at 7:46 p.m."

Carried



Chair



Secretary

Dear Carman Kidd, Chairman,
And every Director, and Executive Director of the Earlton-Timiskaming Regional Airport

Thank you so much for the very thoughtful and generous retirement gifts. I apologize for not picking them up in person. Thanks Carman for delivering them to my home. The iPad is especially useful for face-to-face meetings with specialists in Sudbury, and my surgeon in North Bay.

I knew I would be leaving the Airport soon, but I didn't plan on it being in such a hurry. I came in when I could, and left when I got tired. I'm glad that Jaimie was available to step in. I wish I had more time to show him things that are specific to our Airport operations.

We've come a long way under your direction, and I hope this will keep its momentum. We need, and deserve this Airport.

I have completed eight chemotherapy treatments for my cancer. I have an examination with my surgeon Thursday to set a date for the operation.

It has been my pleasure to serve under your direction.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold Cameron". The signature is fluid and cursive, with a long horizontal stroke at the end.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager...retired.



Earlton-Timiskaming Airport <info@timiskairport.com>

Minutes

2 messages

Earlton-Timiskaming Airport <info@timiskairport.com>

22 December 2020 at 10:45

Reply-To: apm@timiskairport.com

To: Barb Beachey <beacheyfarm@live.ca>, Bryan McNair <swillias@live.ca>, Carman Kidd <ckidd@temiskamingshores.ca>, Debbie Veerman <charltonmom@hotmail.com>, Doug Metson <dmetsen@englehart.ca>, Earl Read <vhr2331@hotmail.com>, Kerry Stewart <kstewart@chamberlaintownship.com>, Laurie Bolesworth <lauriebolesworth@gmail.com>, Marc Robillard <robillard@parolink.net>, Matthew Golcic <matt@northernsign.net>, Mitch Lafreniere <councillorlafreniere@gmail.com>, Pauline Archambault <parchambault58@gmail.com>

Good Morning:

Please find attached draft minutes for meeting held Dec. 17, 2020

Also to clarify some questions from meeting:

Income of \$6,000 consisted of Koch paying 2019 and 2020 taxes (\$2062), Reversing TEMSAR's credit (\$2684), sale of plow truck (\$1200), and some scrap recycling (\$182).

October salaries - \$12,213.28, benefits - \$3,566.51

Surface Structure Labour - \$7,500 - paint beacon tower
- \$3,000 - catch basin

If I can be of any further assistance, please let me know.

Merry Christmas!

Sheila

 **Draft Min. Dec. 17.pdf**
2286K**Doug Metson** <dmetsen@englehart.ca>

22 December 2020 at 11:17

To: "apm@timiskairport.com" <apm@timiskairport.com>, Barb Beachey <beacheyfarm@live.ca>, Bryan McNair <swillias@live.ca>, Carman Kidd <ckidd@temiskamingshores.ca>, Debbie Veerman <charltonmom@hotmail.com>, Earl Read <vhr2331@hotmail.com>, Kerry Stewart <kstewart@chamberlaintownship.com>, Laurie Bolesworth <lauriebolesworth@gmail.com>, Marc Robillard <robillard@parolink.net>, Matthew Golcic <matt@northernsign.net>, Mitch Lafreniere <councillorlafreniere@gmail.com>, Pauline Archambault <parchambault58@gmail.com>

Thanks Sheila and merry Christmas to you all

Get Outlook for iOS

From: Earlton-Timiskaming Airport <info@timiskairport.com>**Sent:** Tuesday, December 22, 2020 10:45:48 AM

To: Barb Beachey <beacheyfarm@live.ca>; Bryan McNair <swillias@live.ca>; Carman Kidd <ckidd@temiskamingshores.ca>; Debbie Veerman <charltonmom@hotmail.com>; Doug Metson <dmetsen@englehart.ca>; Earl Read <vhr2331@hotmail.com>; Kerry Stewart <kstewart@chamberlaintownship.com>; Laurie Bolesworth <lauriebolesworth@gmail.com>; Marc Robillard <robillard@parolink.net>; Matthew Golcic <matt@northernsign.net>; Mitch Lafreniere <councillorlafreniere@gmail.com>; Pauline Archambault <parchambault58@gmail.com>

Subject: Minutes

[Quoted text hidden]

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, February 24, 2021

7:00 p.m. via zoom

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:01 p.m.

2. Roll Call

Present: Brenda Morissette, Jeff Laferriere, Claire Hendrikx, Patricia Hewitt, Chair Brigid Wilkinson, Emily Kutalowski, Thomas McLean, Jessica Cooper and Library CEO Rebecca Hunt.

Regrets: 0

Absent: Jamie Lindsay

Members of the Public: 0

3. Adoption of the Agenda

Motion #2021-11

Moved by: Brenda Morissette

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the agenda as amended.

Carried.

Additions: Correspondence b. Letter of support for Digital Creator North grant application

4. Declaration of conflict of interest: None

5. Adoption of the Minutes

Motion #2021-12

Moved by: Claire Hendrikx

Seconded by: Patricia Hewitt

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, January 20, 2021 as presented.

Carried.

6. Business arising from Minutes

a. Ontario Library Services board assemblies appointment.

Motion #2021-13

Moved by: Thomas McLean

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board approves the appointment of Brigid Wilkinson as representative to the Ontario Library Services board assemblies.

Carried.

Jeff Laferriere left the meeting at 7:28.

7. Correspondence:

- a. From the province of Ontario—Ontario’s Broadband and Cellular Action Plan. For information.
- b. Letter of support for Digital Creator North’s grant application. For information.

8. Secretary–Treasurer’s Report

Report and monthly financial statement included in the trustees’ information packet

Library CEO’s Report

February 16, 2021

Cameras:

The cameras in the lower level of the library have not yet been installed. The City IT department is experiencing some staff capacity issues and it does not seem likely that they will be installed before we reopen to the public on March 1. I am concerned because of the size of the building, the need to monitor all areas of the building and the fact that we already have had quite a few minor incidents this past fall that would have been a benefit to have cameras to verify what happened in the incidents. At this time I am considering this issue a health and safety issue. The IT Officer and I have spoken and will make arrangements to contract out the installation of the cameras at a cost of around \$1000 to the Library Board, hopefully early in March.

Connectivity Fund:

We have received funding in the amount of \$2039 to pay for our internet access for 2021.

Contactless Pickup:

February has continued to be busy for contactless pickup of library items. We are still planning on re-opening to the public on March 1, 2021.

Elevator:

The elevator was fixed on January 21 and has been working well.

Local History Re-Classification Project

In January we re-classified the English local history section in the library so that it should be easier to find items in that section of the library. We added a location onto the 971.314 as we had over 120 items with that call number. This allows us to group

items in that call number which are specific to our area by location such as Haileybury, New Liskeard, Cobalt etc. It took about a week to complete the project as there were many items for which bibliographic records had to be merged and all of the spine labels had to be reprinted. We hope to be able to do the same for the French local history collection at some point in time as well.

Northern College Partnership:

Brenda has unpacked all of the public library books at the Northern College satellite location. We have downloaded the public library software on her computer and gone through the set up procedures. I believe the next step will be to determine an opening date for the satellite public library service at Northern College.

Ontario Library Association Superconference:

I presented a session with two members of the Ontario Library Association Research and Evaluation committee entitled What's Your Data: Choosing, Analyzing and Using Your Library Data for Advocacy and Decision-making. Over 290 people attended the session and people asked quite a few questions. I also attended a number of other sessions on Thursday, February 3 and Friday February 4, including sessions on leadership, hosting a social work student in the library, health and safety in the library during a pandemic, and making community connections. The conference fee for Speakers this year was \$50 because it was all online.

Parks Passes:

We have catalogued and are advertising the Parks Day Passes lending program. The messaging we are sending out reminds patrons that they can check out snowshoes, backpacks, walking poles and books on hiking and camping with the day passes.

Pre-Overdue email notifications:

When I looked into the pre-overdue notification options I found out that the email option is free, while the text option does have a cost. I have configured the email option to email a reminder notification to all patrons who have books due in one day. The report runs every morning at 7:00 am. We are putting the word out to patrons to send us their emails if they would like to receive this notification.

Portable Wifi Hotspots:

We have created an item type for the portable wifi hotspots in our library system. They are currently being configured by the city IT department. As soon as he has them set up we will get them set up in our library system.

Finances and Statistics

The Board reviewed the financial and statistical reports as provided by the CEO.

Motion #2021-14

Moved by: Thomas McLean

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the February Secretary-Treasurer's report and Financial report.

Carried.

9. Committee Reports

- a. **Finance and Property:** Nothing to report.
- b. **Planning, Policy, Personnel and Publicity:** Nothing to report.
- c. **Library Services Committee:** Nothing to report.

10. New Business

- a. **Little Free Library suggestion from Hugo Rivet.** Discussion.
- b. **Updated 2020 expenditures report.** Discussion.

11. Plan, Policy and Bylaw review

- a. **Personnel Policies.** Deferred until the March meeting.

12. Closed Session

Motion #2021-15

Moved by: Jessica Cooper

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 7:38 p.m. regarding identifiable individuals.

Carried.

Motion #2021-16

Moved by: Brenda Morissette

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 7:48 p.m. without report.

Carried.

13. Adjournment

Adjournment by Thomas McLean at 7:49 p.m.

Chair –

1.0 CALL TO ORDER

The meeting was called to order at 5:01 p.m.

2.0 ROLL CALL

PRESENT:	Councillor Doug Jelly Councillor Jeff Laferriere Acting Mayor, Rick Owen (KL) Mayor Nina Wallace (Englehart) Councillor Jason Kramp (Thornloe) Councillor Matthew Johnson (Cobalt) Christopher Oslund, City Manager Laura Lee MacLeod, Treasurer Julie Gregoire, Deputy Treasurer Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Councillor Casey Owens (KL)

3.0 APPOINTMENT OF CHAIR

Recommendation POA-2021-001

Moved by: Councillor Jeff Laferriere

Be it resolved that:

The Provincial Offences Advisory Committee appoint Councillor Doug Jelly as Committee Chair.

CARRIED

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation POA-2021-002

Moved by: Mayor Nina Wallace

Be it resolved that:

The Provincial Offences Advisory Committee Agenda for the meeting be approved as presented.

CARRIED

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 NEW BUSINESS

a) Intermunicipal Agreement

The Committee was provided with the intermunicipal agreement for review prior to the meeting. Staff outlined the amendments and have requested that each municipality have the agreement supported by their respective Councils.

Recommendation POA-2021-003

Moved by: Mayor Nina Wallace

Be it resolved that:

The Provincial Offences Advisory Committee hereby supports the 2021 Intermunicipal Agreement and recommends the agreement be forwarded to each of the 23 municipalities for their Council's endorsement.

CARRIED

b) Court Resumption Update

The Ministry of Attorney General has not set a date for the resumption of in-person court. At this time, Temiskaming Shores City Hall is upgrading both audio and visual capabilities, which is a requirement for court moving forward, along with the completion of a Risk Assessment.

c) 2021 Budget Approval

Recommendation POA-2021-003

Moved by: Jeff Laferriere

Be it resolved that:

The Provincial Offences Advisory Committee hereby approves the proposed 2021 POA budget as presented.

CARRIED

d) 2020 Year End Overview

Staff provided a summary report for POA activities in 2020 which included organizational changes and impacts due to COVID-19.

e) 2020 Audit Review

The 2020 audit has not yet been received. A meeting will be scheduled with the Committee once the audit review becomes available.

f) Collection and Write-Off Policy

Recommendation POA-2021-004

Moved by: Councillor Matthew Johnson

Be it resolved that:

The Provincial Offences Advisory Committee hereby approves the Collection and Write Off Policy as presented.

CARRIED

g) Satellite Court

At this time, there is no suitable location for the satellite court in Kirkland Lake. Previously, POA had use of a classroom at Northern College, however, that space does not have adequate audio/visual capabilities that are now a requirement and there are no funds budgeted to complete an upgrade in that space. Staff will be reaching out to the acting CAO of Kirkland Lake to determine whether or not a more suitable space is available. Ongoing.

h) Prosecutorial Services and Concerns

Staff outlined concerns with the current bilingual prosecutor, as well as, issues with the Crown in resolving Part III matters. Staff will work towards finding a new bilingual prosecutor for French court dates.

Recommendation POA-2021-005

Moved by: Councillor Matthew Johnson

Be it resolved that:

The Provincial Offences Advisory Committee recommends that Part III matters be downloaded to the municipalities for prosecution purposes.

CARRIED

8.0 NEXT MEETING

The next meeting of the Provincial Offences Advisory Committee will be scheduled as required.

9.0 ADJOURNMENT

Recommendation POA-2014-006

Moved by: Councillor Jeff Laferriere

Be it resolved that:

The Provincial Offences Advisory Committee meeting is adjourned at 5:50 p.m.

CARRIED

Committee Chair

Committee Secretary

1.0 CALL TO ORDER

The meeting was called to order at 10:15 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Danny Whalen (Chair) Mayor Carman Kidd Councillor Doug Jelly Christopher Oslund, City Manager Matt Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2021-008

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the March 17, 2021 meeting be adopted as printed.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2021-009

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting previous meeting minutes of February 9, 2021 be adopted as presented.

CARRIED

7.0 CORRESPONDENCE

8.0 UNFINISHED BUSINESS

a) Haileybury Fire Hall

The RFP for the new Haileybury Fire Hall has been released and will be closing in early April. The RFP results will be reviewed by the Committee.

b) New Liskeard Marina Report

Engineers will be on-site at the New Liskeard Marina building tomorrow. The report will be shared with the Committee once it becomes available.

c) Overhead Door Maintenance

Maintenance on all the City's overhead doors is ongoing, but nearing completion.

9.0 NEW BUSINESS

a) Don Shepherdson Memorial Arena Accessibility Project

Recommendation BM-2021-010

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee recommends that Council approve the sole sourcing to Greenview for the project management of the Don Shepherdson Memorial Arena Accessibility Project.

CARRIED

b) Building Department Update

The Committee was provided with an update in regards to department operations and timelines for the various projects underway within the Building Maintenance department such as the Splash Pad, Haileybury Fire station, and Arena accessibility upgrades.

10.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for April 21, 2021 at 10:30 a.m.

11.0 ADJOURNMENT

Recommendation BM-2021-011

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 10:46 a.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 11:58 a.m.

2. ROLL CALL

PRESENT:	Councillor Jeff Laferriere (Chair) Mayor Carman Kidd Councillor Danny Whalen Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Laura Lee MacLeod, Treasurer Logan Belanger, Clerk Julie Gregoire, Deputy Treasurer Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2021-008

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the March 17, 2021 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2021-009

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the February 1, 2021 meeting be approved as amended.

CARRIED

7. UNFINISHED BUSINESS

a) Tax Deferral/Relief

Staff reported there have been no requests for tax deferral or relief received. Staff are still working to finalize the details on a program.

8. NEW BUSINESS

a) POA Revenues – Recommendation from Police Services Board

The Committee reviewed the Recommendation from the Police Services Board.

Recommendation CS-2021-010

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee does not support allocating the revenues from the POA office into the Police Services budget.

CARRIED

b) 2021 Budget Revisions

The Committee was provided with a summary of revisions to the 2021 budget that incorporated prior to the budget being passed by Council.

c) 357 Application – 988313 Ontario Limited

Recommendation CS-2021-011

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation of the Treasurer to deny the 357 applications from 988313 Ontario Limited and 1679444 Ontario Limited.

CARRIED

d) Ethel Street Land Request

Recommendation CS-2021-012

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council approve the transfer of a portion of Ethel street road allowance to the adjacent property owners.

CARRIED

e) Lease Agreement – Gymnastics Club

Recommendation CS-2021-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council approve the Timiskaming Gymnastics Club lease agreement for a 5-year term for the use of the upstairs space at the Don Shepherdson Memorial Arena.

CARRIED

f) Lease Agreement – Small Craft Harbour

Recommendation CS-2021-014

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council approve lease agreement renewal for the Small Craft Harbour.

CARRIED

g) Haileybury Golf Club – Funding Application Support

Recommendation CS-2021-015

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council approve the request for support on a funding application for the Haileybury Golf Club.

CARRIED

h) Integrity Commissioner Services

Recommendation CS-2021-016

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby supports the release of an RFP for Integrity Commissioner Services

CARRIED

i) HR Update

The Committee was provided with summary of HR matters such as filled vacancies and upcoming job postings. The Committee decided that Mayor Kidd would be part of the interview panel for the upcoming Treasurer posting.

j) Speed Sign Indicator Sign

Recommendation CS-2021-017

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation from the Public Works and PPP Committees for the unbudgeted purchase of a Speed Indicator sign.

CARRIED

9. NEXT MEETING

The next Corporate Services Committee Meeting will be on April 21, 2021 at 12:00 p.m.

10. ADJOURNMENT

Recommendation CS-2021-018

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:48 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 12:59 p.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubycck, Director of Corporate Services Steve Langford, Fire Chief Clayton Seymour, Chief Building Official Jennifer Pye, Planner Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Unfinished Business – 8 b) Pedestrian Lights – Lakeshore Road
 New Business – 9 c) Zack’s Crib

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2021-008

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the March 17, 2021 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2021-009

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee minutes of the March 1, 2021 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE

8. UNFINISHED BUSINESS

a) Animal Control By-Law Review

Recommendation PPP-2021-010

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby supports the amendments to the Animal Control By-Law.

CARRIED

b) Pedestrian Lights – Lakeshore Road

Staff informed the Committee that the Public Works Committee passed a motion to cancel the Lakeshore Rd/Broadway Ave. Pedestrian Light Relocation Project and defer the Rorke Avenue crossing to 2022.

9. NEW BUSINESS

a) Fire Activity Report

The Committee was provided with the monthly fire activity report.

b) Site Plan – 522 Georgina Avenue

The Committee was provided a site plan for 522 Georgina Ave, which is the location of a former church that is now being converted into apartments. Staff is hopeful to have this site plan on the April 6, 2021 Council agenda.

c) Zack's Crib

Councillor McArthur inquired on the status of the Zack's Crib Project. Staff informed the Committee that at this point, the City has been approached with an inquiry about use of a back lane on the property, however there is nothing. There is nothing to report at this time.

10. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for April 21, 2021 at 1:00 p.m.

11. ADJOURNMENT

Recommendation PPP-2021-011

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 1:30 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

The meeting was called to order at 9:00 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Christopher Oslund, City Manager Mitch Lafreniere, Manager of Transportation Steve Burnett, Technical & Environmental Compliance Coordinator Darrell Phanuef, Environmental Superintendent Jamie Sheppard, Transportation Superintendent Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition: 9 e) Spring Cleanup

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

Councillor Doug Jelly stated that although he had previously declared Conflict on the Roadway Rehabilitation Program, he would not be declaring as the contract has now been rewarded to Miller Paving.

5. APPROVAL OF AGENDA

Recommendation PW-2021-015

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the March 17, 2021 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2021-016

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the February 18, 2021 regular meeting be adopted as presented.

CARRIED

7. CORRESPONDENCE (INTERNAL/EXTERNAL)

8. UNFINISHED BUSINESS

a. 2021-2022 Roadway Rehabilitation Program

The Committee supported staff's recommendation to defer the resurfacing of Golf Course Road until 2022 instead of 2021 to coincide with other road construction happening in that area.

b. Public Works Department Update

The Committee was provided with an update in regards to department operations.

c. Pedestrian Crosswalk – Lakeshore Road

Recommendation PW-2021-017

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends that Council support the cancelling the of the Lakeshore Road/ Broadway Avenue Pedestrian Light Relocation Project; and further recommends Council support the deferral of the Rorke Avenue Pedestrian Crosswalk Project to 2022.

CARRIED

9. NEW BUSINESS

a. Dymond Industrial Park – Street Lighting (Referred from PPP)

Ron Bumstead, who owns a business located in the Dymond Industrial Park, contacted Mayor Kidd inquiring about the possibility of having street lights in the park. Staff will contact Hydro One to determine whether or not their existing poles could be used for street lights, which would be a cost savings. On-going.

b. Dymond Industrial Park – Surface Treatment (Referred from PPP)

Ron Bumstead also inquired with Mayor Kidd about having the industrial park paved. The areas to be resurfaced as part of the 2021 and 2022 Roadway Rehabilitation Program have already been determined, however it could be something to consider within the next couple years. Councillor Whalen also requested that staff consider Broadband services within the park as well.

c. Decorative Street Light Project

Material costs have increased significantly over the last year. We currently we have \$75,000 included in the 2021 budget, however that will only change approximately 12 decorative poles and lights according to staff. Staff will work on a breakdown per area such as the waterfront and downtown areas. On going.

d. Spring Cleanup

Councillor Jelly inquired with staff whether or not there has been any consideration in bringing back the Spring Clean up week, where Public Works staff would drive around and pick up yard waste, and other discarded materials. Chris Oslund advised that he would speak with the Director of Recreation to determine whether or not the Age Friendly coordinator could assist in connecting seniors with local companies that could do this kind of work. Unfortunately, the City does not have the staff to complete this task.

10. CLOSED SESSION

Recommendation PW-2021-018

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee convene into Closed Session at 9:47 a.m. to discuss the following matters

- Under Section 239 (2) (a) of the Municipal Act, 2001: the security of the property of the municipality: Lakeshore Road – Hydro Carbon

CARRIED

Recommendation PW-2021-019

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee rise without report at 9:55 a.m.

CARRIED

11. NEXT MEETING

The next meeting of the Public Works Committee will be held on April 21, 2021 at 9:00 a.m.

12. ADJOURNMENT

Recommendation PW-2021-020

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 9:56 a.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 12:59 p.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2021-012

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the March 24, 2021 meeting be approved as printed.

CARRIED

6. NEW BUSINESS

a) CBO Services

Recommendation PPP-2021-013

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby directs staff to post the Chief Building Official position both internally and externally.

CARRIED

Recommendation PPP-2021-014

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby supports the temporary appointment of Mike Pilon as Acting Chief Building Official, effective April 2, 2021.

CARRIED

Recommendation PPP-2021-015

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby appoints Mayor Carman Kidd to the interview panel for the filing of the Chief Building Official position.

CARRIED

7. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for April 21, 2021 starting at 1:00 p.m.

8. ADJOURNMENT

Recommendation PPP-2021-016

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 1:30 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY



The Regional Municipality of Halton

THE FOLLOWING RESOLUTION WAS APPROVED BY REGIONAL COUNCIL AT ITS MEETING HELD WEDNESDAY, FEBRUARY 17, 2021

WHEREAS residents and staff at long-term care (LTC) homes have been disproportionately affected by COVID-19; and

WHEREAS in the first wave of the pandemic (March - July 2020) there were approximately 5,488 resident cases and 2,290 staff cases in Ontario and tragically 1,817 residents and seven staff lost their lives to this disease; and

WHEREAS on 15 April 2020, Premier Ford stated, “we will stop at nothing to protect those who cannot protect themselves. Today we are launching an all-out plan to fight COVID-19 in our long-term care homes. We will fortify the iron ring of protection around our long-term care residents and those who care for them. We’ll go further in our testing, screening, surveillance, targeting the homes facing outbreaks”; and

WHEREAS there have been approximately 9,417 resident cases and 4,217 staff cases in Ontario in the second wave (2 September 2020-16 February 2021) and 1,869 residents and three staff lost their lives, representing an increase of resident deaths from the first to second wave; and

WHEREAS for-profit LTC homes have seen a disproportionate incidence of care failing to meet the standard of the Long-Term Care Act, which states that “...a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met”; and

WHEREAS the Canadian Armed Forces (CAF) report dated 20 May 2020 revealed conditions including inadequate staffing levels and training, limited medical supplies, unsafe medication administration, insufficient procedures to reduce the spread of COVID-19, poor infection prevention and control standards of practice, deficiencies in infrastructure and significant concerns about standards of care including seniors calling out for help, rotting food, missed meals, seniors left in soiled diapers and linens and cockroach and bug infestations; and

WHEREAS similar conditions were found in the second wave, including ongoing shortages of qualified, trained staff, ineffective use of PPE to prevent COVID-19 transmission, violation of protocols and practices including one instance in which residents who had tested positive for COVID-19 had their door handles removed,

physical distancing and isolation challenges from continuing to house several residents in ward rooms with a shared bathroom and ongoing infection prevention and control standard concerns, all problems that were not fixed after the recommendations of the CAF;

WHEREAS the Provincial Government has launched an independent commission to investigate COVID-19 spread within LTC homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread; and

WHEREAS the Association of Municipalities of Ontario (AMO) has provided a Board-approved submission, Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission, on 29 January 2021, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario; and

WHEREAS AMO's submission puts forward 48 recommendations for action in both public and private long-term care homes across nine themes: Vision for Long-Term Care and Leadership Culture, Public Health and Safety, Planning and Communications, Staffing Measures, Care for Residents, Funding, Inspections - Enforcement and Compliance, and Mental Health and Well-Being; and

WHEREAS one of the key recommendations of the AMO submission is that the Ministry of Long-Term Care and Ministry of Health review the adequacy of infection prevention and control programs under the Long-Term Care Homes Act, 2007 in preventing and managing COVID-19 outbreaks, and to institute higher standards with increased funding to homes to implement these standards; and

WHEREAS the Canada Health Act's aim is to protect, promote and restore the physical and mental well-being of residents of Canada, and that the Federal Government provides health care funding to Provinces and Territories through the Canada Health Transfer; and

WHEREAS the Federal Government does not currently provide funding earmarked to support the LTC home sector, and;

WHEREAS the Federation of Canadian Municipalities (FCM) works with and advocates to the Federal Government to secure new tools and empower municipalities to build stronger communities; and

WHEREAS the operation of LTC homes is a municipal responsibility in Ontario but is of significance to the federal-municipal relationship.

NOW THEREFORE BE IT RESOLVED:

THAT Halton Regional Council endorses AMO's recommendations contained in its submission to the Long-Term Care COVID-19 Commission;

THAT Halton Regional Council strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards;

THAT Halton Region advocate to the Federal Government to enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long-term care, and to undertake further efforts to protect, promote and restore the physical and mental well-being of long-term care residents in Canada;

THAT Halton Region request FCM to develop a policy and advocacy position on enhanced federal support for long-term care;

THAT this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, the Federal and Provincial Ministers of Health, and FCM for their immediate action and that a copy be sent to AMO, and Halton Members of Parliament and Provincial Parliament for their information;

AND that a copy of this resolution be sent to all Ontario upper-tier and single-tier municipalities for their endorsement.

* * * * *

Memo

To: Mayor and Council
From: Julie Gregoire, Deputy Treasurer
Date: April 6, 2021
Subject: Collection and Write-Off Policy - POA
Attachments: Appendix 01: Provincial Offences Act Fine Collection and Write-Off Policy (**Please refer to By-law No. 2021-048**)

Mayor and Council:

A Provincial Offences Act Collection and Write-Off Policy was entered into in April 2011 as required by the Ministry of the Attorney General to establish a policy that establishes guidelines for proper collection efforts and defines uncollectable fines.

Staff has reviewed the policy in order to expand on the possible collection options available to municipalities as outlined by the Ministry of the Attorney General and to further define the guidelines to deem a fine uncollectable. The policy has been reviewed and supported by the POA Advisory Committee.

We respectfully submit this policy for Council consideration to approve and repeal by-law no. 2011-049.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Julie Gregoire
 Deputy Treasurer

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Memo

To: Mayor and Council
From: Julie Gregoire, Deputy Treasurer
Date: April 6, 2021
Subject: Intermunicipal Services Agreement – POA
Attachments: Appendix 01: Intermunicipal Services Agreement (**Please refer to By-law No. 2021-049**)

Mayor and Council:

An Intermunicipal Services Agreement was entered into in 2000 with a total of 27 partnering municipalities. The Town of Haileybury was the lead municipality for the administration of Provincial Offences. This agreement has not been reviewed since.

Due to the amalgamation of the Townships of Charlton and Dack and the Town of Haileybury, Town of New Liskeard and Township of Dymond there are now 24 municipalities that partner for the administration of Provincial Offences.

Staff has reviewed the agreement to clean up wording and make necessary updates to reflect our current status. The agreement has been reviewed and supported by the POA Advisory Committee.

We respectfully submit this agreement for Council consideration to approve and repeal by-law no. 2000-065.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Julie Gregoire
Deputy Treasurer

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Julie Gregoire, Deputy Treasurer
Date: April 6, 2021
Subject: 2020 Provincial Offences Administration Annual Report
Attachments: Appendix 01: 2020 Annual Report

Mayor and Council:

On March 22, 2021 the attached report was presented to the POA Advisory Committee for information purposes.

The report outlines the operations of the POA department and offers statistics on various components of the administration of justice framework. The Department's accomplishments for 2020 and 2021 key initiatives are also described.

We respectfully submit the 2020 Annual Report to Council for information purposes.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Julie Gregoire
Deputy Treasurer

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

**2020 Provincial Offences Administration
Annual Report**

MESSAGE TO OUR MUNICIPAL PARTNERS

This past year has been quite the challenge with the closing of court services since March 16th, 2020. Many changes and review of processes have had to be made in order to work towards the resumption our services.

We are still faced with inability to proceed with some enforcement options as certain timelines are still frozen until February 26th, 2021. This has affected our revenue stream as we are currently unable to convict anyone, we cannot suspend anyone and cannot send fines to our third-party collection agency for further collection efforts. We hope to be able to move forward with these processes full force following this date.

Court proceedings were also cancelled up to October 2020 at which time we were able to proceed with matters for plea only. This has allowed up to move forward with some of the backlog. We are fortunate enough to have a prosecutor who is diligently contacting defendants to try and get matters resolved without having to go to trial. At this time, we are still unable to proceed with trials as we wait for direction from the Ministry of Attorney General on conducting video trials.

A complete revamp of our courtroom will be completed by the City of Temiskaming Shores in order to allow us to proceed with video/hybrid trials by fall of 2021. This will allow us to move forward and provide defendants with efficient justice services.

With the closure of a large portion of our services, we have taken the opportunity to review our collections files to ensure their accuracy and have also taken the opportunity to clean up fines that would automatically be deemed as uncollectible. This will allow us to start fresh on a go forward basis and ensure that we are not missing anything in our processes.

As we move forward in 2021 our goal will be to utilize our court time efficiently to ensure the backlog is dealt with in a timely fashion and to continue to refine our processes to be as cost effective and efficient as possible.

Sincerely

BACKGROUND

Provincial Offences Administration (POA) administers charges from various enforcement agencies for all charges under the *Provincial Offences Act*. Charges filed are varied and cover a broad range of legislative enforcement such as the *Highway Traffic Act*, *Municipal By-laws*, *Liquor Licence Act*, *Compulsory Automobile Insurance Act*, *Environmental Protection Act*, *Occupational Health and Safety Act*, to name a few. A charge going to court can result in many different dispositions, which does not include a fine. A charge can be withdrawn, dismissed or a sentence of Suspended Sentence can occur and all these result in zero revenue for POA. Our prosecutor currently works diligently to try and resolve matters early by contacting defendants prior to their court date. The resolutions usually entail a plea to a reduced charge and a reduced fine.

POA administers Part I and Part III offences under the *Provincial Offences Act* which are filed by Enforcement Agencies, and Part II offences filed by Municipalities.

A Part I offence is commonly referred to as a “ticket” and is most often issued by an officer at the time of the offence. When a Part I offence notice is issued, the defendant can either plead guilty and pay the fine, request to speak to the Justice of the Peace to request more time to pay or have the amount payable reduced, or request a trial. A Part II offence is referred to as a “parking ticket” and is issued by municipalities part of our detachment. A Part III offence is considered a more serious offence and requires the defendant to appear before a Justice of the Peace.

POA occupies space at City Hall located at 325 Farr Drive. Operations of the POA Department fall into four functional categories. These four sections together constitute the operational aspects of the POA Department:

- **Court Administration:** This area has general carriage of the POA Court office. These responsibilities include the intake, processing, filing and preservation of charging documents and associated certificate control lists received from law enforcement agencies; the intake of mail and allocation and processing of payments and legal documentation; tracking of online remittances via the online payment portal; staffing of clerk to handle payments and queries; generation of POA Court dockets including fail to respond, trial, and first appearance; setting of trials; procuring interpreter services; liaising with police court services personnel; intake and processing of motions, re-openings, and applications for extensions of time to pay fines; maintaining updated data in the provincial Integrated Court Offences Network (ICON); enforcement of delinquent fines via driver’s licence suspensions; processing of daily financial matters; and procurement of equipment/supplies.
- **Court Support:** This area is composed of POA court clerks whose responsibilities include ensuring that the POA court dockets and associated charging documents are properly presented in court; assisting the Justices in

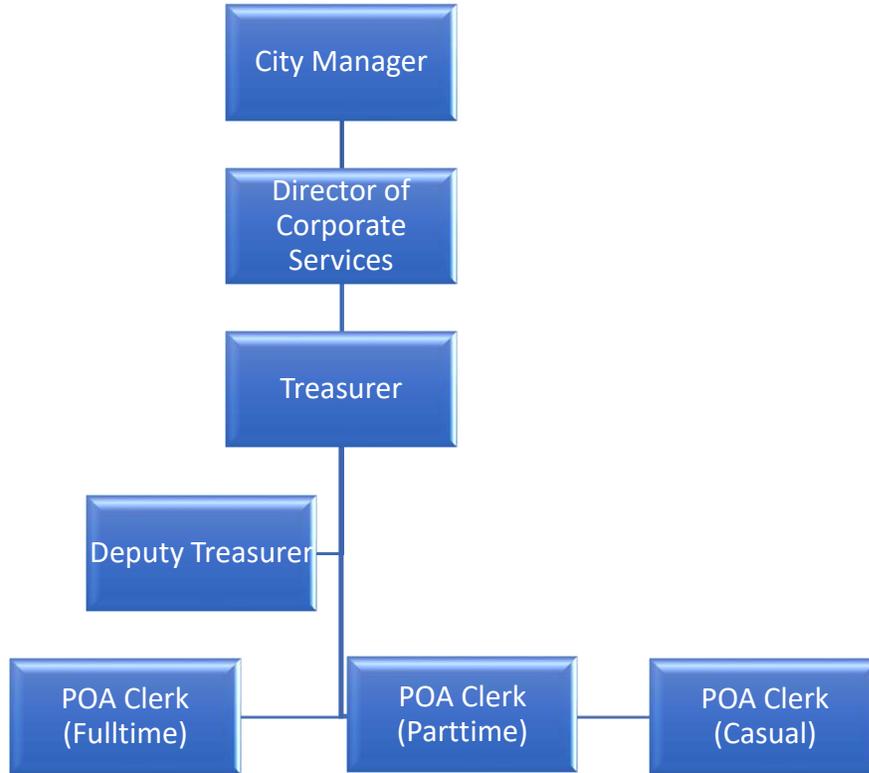
arraignments and endorsements; issuing statutory warnings to defendants; generating payment slips to defendants wishing to immediately satisfy imposed fines; maintaining updated ICON data; ensuring that the proceedings are properly recorded; logging and preserving exhibits including disposal of same in accordance with judicial directions or retention requirements:

- **Prosecution:** The Municipal Prosecutors appear in POA Court to call the trial list and to conduct trials, to deal with motions; they conduct defendants and their representatives to try and reach an early resolution to resolve matters; they review law enforcement files to ensure that matters should be proceeded with and assist with disclosure to defendants and their representatives. Part III matters under the POA remained the prosecutorial responsibility of the Crown Attorney's office and/or specialist prosecutors provided by various ministries.
- **Fines Enforcement (Collections):** POA staff are responsible for the collections of all defaulted fines through approved tools in the Collection and Write-Off Policy. An annual review of the files is completed to determine the need for uncollectable write-offs and to ensure that all collection efforts available have been exercised. Staff is also responsible for filing proofs of claim with trustees in bankruptcy and for liaising with the collection agency with which the POA Department has a relationship.

The new organization diagram of the POA department is included and identified as CHART A-1 which was in effect as of July 2020

CHART A-1

ORGANIZATIONAL CHART OF THE CITY OF TEMISKAMING SHORES POA DEPARTMENT



POA SNAPSHOT

The following provides a 2020 snap shot of POA performance:

- Revenue (net of provincial transfers)
- Outstanding Accounts Receivable
- Revenue collected from defaulted accounts receivable
- Charges received
- Trials Requested

CHARGES FILED

In 2020, POA received 4866 charges of which 44% of the charges were issued by the Kirkland Lake OPP Detachment and 42 % were issued by the Temiskaming OPP Detachment.

The number of charges filed has decreased 38% over the four-year period from 2017-2020. The majority of the charges filed relate to the *Highway Traffic Act*.

Charges Filed

2017	2018	2019	2020
7801	7991	6075	4866

Table – 1: ABSOLUTE CHARGING VOLUMES (enter charging volume for a couple years for each agency, add column for % of total volume)

	2017 (#)	2017 (%)	2018 (#)	2018 (%)	2019 (#)	2019 (%)	2020 (#)	2020 (%)
Temisk. OPP	4036	51.7	4097	51.3	2849	46.9	2034	41.8
Tem. OPP	248	3.2	203	2.5	309	5.1	96	2.0
Eng. OPP	976	12.5	576	7.2	360	5.9	294	6.0
KL OPP	2154	27.6	2638	33.0	2291	37.7	2130	43.8
MNR	69	0.9	81	1.0	24	0.4	25	0.5
MTO	161	2.1	197	2.5	128	2.1	87	1.8
Mun. Parking	102	1.3	138	1.7	73	1.2	116	2.4
Mun. By-Law	23	.3	31	0.4	19	0.3	44	0.9
Other Agencies	32	.4	30	0.4	22	0.4	40	0.8
Totals	7801	100.0	7991	100.0	6075	100.0	4866	100.0

TRIALS

Trials are scheduled three days a month in the Haileybury courtroom and one to two days a month in the Kirkland Lake courtroom. With the pandemic court offices were closed for a lengthy period of time. We were able to resume non-trial court as of October of 2020 where only matters for plea could be heard. A total of 1030 matters appeared in court prior to March 16th, 2020 of which 24% were resolved of those resolved matters, only 73% had a fine imposed. A total of 413 matters appeared in court from October to December 2020 of which 99% were resolved. Only 62% of the resolved matters had a fine imposed. Our prosecutor worked diligently in trying to resolve as many matters as possible in order to reduce the back log and continues to do so as we move forward with court resumption.

All Part III scheduled for court in 2020 will be brought back into the court system in early 2021. At the end of 2020 approximately 400 Part I matters remain to be dealt with which approximately 100 matters are waiting until we can hold virtual trials and 300 matters are still in discussion with the prosecutor for possible resolution.

FAIL TO RESPOND

In 2020 27% of all Part I certificates of offence filed were placed on a Fail to Respond docket. Administratively, this process takes more time as the tickets must be reviewed by a Justice of the Peace before conviction and notice can be issued.

With the pandemic, convictions on Fail to Respond dockets ceased as of March 16th, 2020. The timelines were extended until February 26th, 2021. All matters are set aside waiting for the timeline to elapse so convictions can be entered.

REVENUES

POA administers and collects fines where revenue is distributed to issuing municipalities such as: parking, by-law, animal control.

Dedicated Fines, Victim Fine Surcharge and expenses associated with Part III prosecutions are payable to the Ministry of Attorney General and fines collected for other POA sites are paid quarterly to the appropriate POA office after reconciliation with the quarterly statement. The remaining revenue is used to offset any remaining administration costs and contribute to the net levy.

Payments of fines can be made at any POA court office in Ontario. Our office currently accepts payments by phone, email, online through the City's website, or in person.

Methods of payments accepted at City Hall are cash, cheque, money order, debit, Visa or Mastercard.

With the decline in charges laid, we have seen a consistent decrease in net revenues. Unfortunately, in 2020 we saw a large decrease in revenues as convictions and trials were all put on hold for over 9 months.

Net Revenue

	Total
2017	\$483,801.26
2018	\$469,320.33
2019	\$352,049.34
2020	\$143,477.55 (4 th qtr miss.)

There are a number of factors that must always be taken into consideration when reviewing the financial results for any fiscal year, as well as when projecting potential results for subsequent reporting periods:

- As ticketing and the laying of charges decline so do current fine revenues. This has been a consistent trend across the province. Although the POA Department has other sources of revenue (notably aggressive enforcement efforts targeting old or defaulted fines) the bulk receipts is highly dependent upon the number, type and quality of new charges laid, as well as the attendance of trained officers at trials in disputed cases.
- Another significant and uncontrollable external revenue factor is the number of fines imposed by an independent and impartial judiciary in the exercise of their discretionary sentencing functions, in the even of the entering of convictions.
- The POA Department is highly vulnerable to certain uncontrollable external expenses, notably the provincial charges for Victim Fine Surcharges, adjudication and those for Part III prosecutions, both of which are mandated by the Transfer Agreement.

COLLECTIONS

POA utilizes several collection methods to secure the payment of outstanding accounts receivables. Methods include the use of internal collection procedures and the use of external collection agencies. The collectability of the receivable is reduced as more time passes. The longer the debt has been owed, the less likely POA is to collect. Our POA office is currently working on updating its Collection and Write-off Policy in order to explore further collection options as well as finetune the process in determining the collectability status of a fine.

In 2017, the Province introduced legislation to improve collection efforts (inability to renew plates and driver's licences for driving-based offences) which has helped encourage payment. With the introduction of this collection effort, payments for fines which have caused a plate denial or a suspension of a driver's licence can now be made at the Service Ontario office. From these payments, revenue of \$71,926.34 was received. This continues to be a positive and efficient method of collecting defaulted fines that may have not been collected otherwise.

At the end of 2020 of the \$6,188,845.36 in receivables. Our records show a total of 7493 fines placed with our third-party collection however, our overall review is not complete and a number of amendments are required to our database.

Write-offs for deceased persons, which are an automatic write-off by the Ministry of Attorney General, totalled \$36,363.47. Write-offs completed of other uncollectable defaulted fines totalled \$54,665.00.

2020 KEY INITIATIVES

A number of continuous improvement initiatives were implemented:

- Implementation of an online payment portal on the City's website.
- Review of files with the Collection Agency which allowed us to find discrepancies and move forward with correcting records and ensuring that all files that should be sent to the third party collection agency are forwarded and those that should no longer be with the agency are removed.
- Launch of audio court proceedings through the Zoom platform.
- Development of an early resolution process with our prosecutor to help relieve the backlog.
- Research of all outstanding fines to write-off fines of deceased individuals.

2021 KEY INITIATIVES

A number of continuous improvement initiatives have been launched for 2021:

- Implementation of video/hybrid court proceedings in alignment with the court resumption procedures.
- Change in the walk-in guilty plea process in order to reduce costs for having fax machines at our two court locations.

- Review of the Collection and Write-Off Policy to explore further collection options and provide a set guideline for the write-off of fines deemed uncollectable.
- Review of all files to ensure all collection efforts were done and document it for easier determination of its collectability status.
- Review previously written-off files to confirm their collectability status based on the new Policy.

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: April 6, 2021
Subject: Deeming By-law for Huard (Edward Street)
Attachments: Appendix 01: Deeming By-law Application Form
 Appendix 02: Draft Deeming By-law (**Please refer to by-law No. 2021-050**)

Mayor and Council:

Peter and Tammy Huard have submitted a request for a deeming by-law for their property on and in the vicinity of Edward Street in Haileybury. The owners have also submitted an application to purchase the Bond Street road allowance from the City. Their intention is to construct a dwelling on the property. The property is described as: Bucke Con 5 Pt Lt 11 Pcl 348T, and Plan M129NB Lots 70 to 76 and 84 to 95 Pcl 9749SST.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Low Density Residential (R2) in the City of Temiskaming Shores Zoning By-law.

The City and the property owner are currently working together on the Bond Street land purchase, and if the land purchase is approved and the deeming by-law is passed, the deeming by-law will be registered on title concurrently with the land transfer. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP,
RPP
Planner

Shelly Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager

**Application for Deeming By-law
Under Section 50(4) of the Planning Act**

Approval authority:
Council of the City of Temiskaming Shores

Fee: \$200 + 13% HST
= \$226.00
+ legal and land titles fees required to register by-law
(billed directly from solicitor)

Office Use Only
File No.: <u>D-2021-02</u>
Date Received: <u>March 22, 2021</u>
Roll No.: 5418- <u>030-011-139.00/162.50</u>

1. Owner Information

Name of Owner: Peter Huard
 Mailing Address: [REDACTED]
 Email Address: [REDACTED] Phone: [REDACTED]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: Tammy Huard
 Mailing Address: [REDACTED]
 Email Address: [REDACTED] Phone: [REDACTED]

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: _____
 Mailing Address: _____
 Email Address: _____ Phone: _____

3. Please specify to whom all communications should be sent:

Owner Applicant/Agent

4. Property Information

a. Location of the subject land:

- Dymond New Liskeard Haileybury

Municipal Address
0 Edward St.
0 Bond St.

Legal Description (concession and lot numbers, reference plan and lot/part numbers)
Bucke Con 5 PT LOT 11 PCL 348 2821 T IRREG 2.80 AC FR D
PLAN M129NB LOTS 70 to 76 AND 84 to 95 PCL 9749 SST IRREG 4.15 AC FR D

b. Date the property/properties were acquired by the current owner: Edward St. Oct. 9, 2009
Bond St. 2008

c. Are there any easements or restrictive covenants affecting the property/properties?

- Yes No

If yes, describe the easement or covenant and its effect:

5. Reason a deeming by-law is required:

Planning on continuing ownership of property for building construction.

6. Registration of By-law *Same lawyer as land purchase)*

If approved the deeming by-law must be registered on title to the property/properties to which is applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: _____

Name of Firm: _____

Mailing Address: _____

Email Address: _____ Phone: _____

Suppose to
leave blank!
(blank)

7. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, Peter + Tammy Huard are the registered owners of the subject land and I/we hereby authorize _____ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: March 15th Signature of Owner: Peter Huard PH
Date: March 15th Signature of Owner: Tammy Huard TH

8. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

PH Applicant Initial T.H. Applicant Initial

9. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

PH Applicant Initial T.H. Applicant Initial

10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Tammy Howard of the City of Temiskaming Shores
in the District of Temiskaming make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Timiskaming
this 22nd day of March, 20 21

Tammy Howard
Signature of Applicant

Jennifer Pye
A Commissioner for Taking Affidavits

Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2021.

10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Peter Howard of the City of Temiskaming Shores
in the District of Temiskaming make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Temiskaming
this 22nd day of March, 2021

Peter Howard
Signature of Applicant

Jennifer Pye
A Commissioner for Taking Affidavits

Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2021.

Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: April 6, 2021
Subject: Haileybury Golf Club – Funding Sponsorship Request
Attachments: Funding Application

Mayor and Council:

The municipality received an email from the Haileybury Golf Club requesting the municipality sponsor their funding application to the FCC AgriSpirit Fund in the amount of \$20,000 to reduce energy footprint and improve ventilation systems project.

As per the municipal Charitable Sponsorship Policy, staff has assessed the request and recommends that:

Council for the City of Temiskaming Shores approve the request from the Haileybury Golf Club requesting the municipality sponsor their funding application to the FCC AgriSpirit Fund in the amount of \$20,000 for their Energy Footprint Reduction Project.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

James Franks
Economic Development
Coordinator

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

FCC AgriSpirit Fund General Information

Funding available per project: \$5000 - \$25,000

Total amount of funding to be allocated in 2021: \$1.5 million

FCC carefully evaluates each funding request. Based on need, we will not be able to support all requests.

Application Process:

1. You can preview the questions by using the "Printable Form" link at the top right corner of the page. We recommend you print or save this copy and prepare your answers in advance of entering them here to avoid accidentally losing your work due to technical difficulties.
2. It will take approximately 40 minutes to complete the application.
3. All questions marked with an * are mandatory.
4. The application must be filled out in one sitting - the application will time out after 4 hours and you will have re-enter your information.
5. You must submit the form online; we will not accept any applications via email, mail or fax.
6. You will receive a pdf of your submission attached to your confirmation email.
7. You will receive an email regarding the outcome of your funding request no later than the end of August 2021.

Eligible for funding:

- Charities registered with the Canada Revenue Agency
- Non-profit organizations who partner with a municipal body, territorial or provincial government
- Town or city under 150,000 people, rural municipality
- First Nations band or Métis settlement
- Capital projects only

NOT eligible for funding:

- Religious groups
- Political groups
- Individuals
- For-profit entities
- Operating costs or debt reduction

For more information, check out our public webpages:

- [FCC AgriSpirit Fund](#)
- [FCC AgriSpirit Fund FAQs](#)
- [FCC AgriSpirit Fund successful past projects](#)

Deadline for applications is 11:59 p.m. (CST) March 31, 2021.

Thank you for your commitment to rural Canada.

Press Next to begin.

Designation

Select the answers which best represent your organization.

* Required Fields

* **Name of your organization**

Haileybury Country Club O/A Haileybury Golf Club

* **What is the purpose of your**

To provide a positive recreational

organization?

experience to all ages and genders

*Select the option that best describes your organization:

- Registered charity
- Municipal body
- Non-profit partnering with a municipal body
- Non-profit partnering with a registered charity
- First Nations band / Métis settlement

There is no national registration for non-profit organizations so FCC requires them to partner with either a local municipal, territorial or provincial body or registered charity to show that there is community support for the project.

If your project is selected, this partner must agree, by co-signing the funding agreement, to receive the contributed money on your behalf.

Please ensure that you have permission to apply with them.

*Name of the partnering organization

City of Temiskaming Shores

*Country

Canada

*Partner Address

325 Farr Avenue

*City

Haileybury

*Province

Ontario

*Postal Code

P0J 1K0

*Name of contact at the partner organization

James Franks

Partner Phone

705-672-3363

Project overview

FCC seeks to provide funding for a variety of projects across the country. All selected projects will show that:

- it will provide a measurable benefit to the public
- the people who are eligible for benefits are either the public as a whole, a significant section of it, or a smaller section with specific unmet needs.

*Project Name

Energy Footprint Reduction Project

*Please summarize your project in one sentence.

To reduce energy footprint and improve ventilation systems

*Tell us more about your project and its current status.

This project will upgrade several entry ways within the clubhouse to reduce energy consumption, ventilate air to reduce COVID contaminations, and improve long-term stability and sustainability of community asset. Current seeking funds to extend the community asset to year round use.

*What's the need or opportunity that exists for your project, and how will it enhance the quality of life for people who live in rural communities?

Municipal assets address large number gatherings. Haileybury GC is a small intimate setting for weddings and gatherings. The club hosts various local charity golf events and dinners.

Project details

Select your best answer for each section. A question you have already answered, for statistical reasons, could be asked again, for evaluation purposes.

* Required Fields

*Select the primary charitable purpose of your project.

- Providing public amenities by establishing and maintaining a multi-use recreational facility
- Providing public amenities by establishing and maintaining a public park, green space, sports field or playground
- Providing public amenities by establishing and maintaining a museum for the public.
- Relieving poverty by providing basic necessities of life, including food, clean water, clothing or shelter to those in need
- Addressing food insecurity issues
- Promoting health and safety
- Relieving conditions associated with the aged or with disability (accommodation, transportation, care, meals, etc.)
- Advancing education
- Advancing the public's appreciation of the arts (providing the means to exhibit, present or perform)
- Protecting and preserving significant heritage sites
- Promoting the welfare of animals
- Other

*How does your project support sustainability in your community?

Note: At least 50% or more of your project must be sustainable to select options 1 – 5.

- By reducing energy use at our current facility (LED light retrofit; insulation, door or window upgrades; energy-efficient heating, etc)
- By installing renewable energy technologies (solar panels, geothermal loops, wind turbines)
- By reducing waste in our community (composting and recycling equipment)
- By reducing food loss and waste (gleaning bins, refrigerated storage) or promoting sustainable food and/or water practices (food towers for food banks, collecting surplus food and distributing it to those who need it)
- By incorporating environmentally responsible building practices and construction and demolition waste management on this new build. I will elaborate below.
- None of the above apply to my project.
- None of the above apply to my project, but it is directly related to sustainable development in a different way. I will explain below.

*A direct beneficiary is someone who uses or participates in the project. How many people will be direct beneficiaries of your project each year?

1,000

*Describe the direct beneficiaries and how they will benefit.

Direct beneficiaries are members and guests who either play daily, enjoy tournaments, or participate in charitable events hosted at the facility. Tournaments often draw guests from outside our region, providing a boost to local businesses and economy. Presently a 3-season venue, but planning to move to 4 season if steps to address insulation qualities can be met

*How often will your project be used?

- Daily throughout the year (180+ days per year)
- Daily in certain seasons (50-179 days per year)
- Once or twice a month, or a few weeks (25-49 days per year)
- Fewer than 25 days per year

*How many rural communities will benefit from this project?

Communities = towns, villages, RMs, reserves, Métis settlements

- 7 or more

5 to 6

3 to 4

1 to 2

List those benefiting communities here.

City of Temiskaming Shores, Cobalt, Coleman, Temagami, Earlton, Elk Lake, Englehart, Notre dam du Nord (QC), Ville Marie (QC)

*What percentage of the population in those communities will benefit from the project? Omit the %.

25

*What is the name of the community where the project will be located and its population?

City of Temiskaming Shores

*How are community volunteers involved in your project?

15

*Amount of funding requested from the FCC AgriSpirit Fund

CAD20,000.00

*What is the total cost of the project?

25,500

*What is the total amount of funds received to date?

Write in numerals; no decimals or commas. Do not include the funds requested from FCC.

5,500

What is the the breakdown of funds received to date? (Grants, fundraising activities and private donations)

Indicate amounts and donors

Private donations through the off season.

*ADD the amount requested from the FCC AgriSpirit Fund to the total funding received to date (cited in your previous answer). What percentage of total funding does this sum represent? Omit the %.

78

*Please supply a breakdown of anticipated expenditures specifically related to the funds requested from the FCC AgriSpirit Fund.

(How will the FCC funding be used?)

Insulated Garage Door (2500), Air conditioning (Main Hall 5642, Golf Shop 3857), 2 new insulated doorways (11000), Eaves trough (2500)

Not all eligible projects will be selected for funding and not all selected projects will be offered full funding. Funding is often approved for smaller portions of larger projects.

*If FCC cannot offer the full amount you have requested, will you accept partial funding?

- Yes, we will still go ahead with the project, seeking other funding for completion.
- Yes, we might have to downsize the project or extend deadlines, but it will still happen and even partial funding will help.
- No, this is the only avenue of funding available at this time and full funding is the only way it will happen.

About FCC

If your project is selected for funding, you must agree to affix or erect permanent signage recognizing the

contribution of FCC. This can be in scale with the donation amount relative to other donors.

***In addition to the permanent signage, if FCC chooses to support your project, how will you promote our involvement?**

- Media release/press conference
- Recognition in promotional materials (newsletter, website, print ads)
- Announcement at grand opening or event
- Social media
- Naming rights

***How did you hear about the FCC AgriSpirit Fund?**

- FCC employee
- another charity or non-profit
- a previous FCC AgriSpirit Fund recipient
- other word of mouth
- newspaper or print ad
- radio
- FCC Website
- email
- social media (Facebook, Twitter, etc.)
- We have applied in past years
- other

Contact information

Mouse over titles to view definitions.

If you are partnering with a registered charity or municipal body, these fields will reflect some of the information that you entered for them. Please modify as necessary.

*First Name	<input type="text" value="Paul"/>
*Last Name	<input type="text" value="Gordon"/>
Country	<input type="text" value="Canada"/>
*Street address or P.O. Box	<input type="text" value="800 Latchford Street, PO Box 1033"/>
*City/Town	<input type="text" value="Haileybury"/>
*Province/Territory	<input type="text" value="Ontario"/>
*Postal Code	<input type="text" value="P0J1K0"/>
*Email	<input type="text" value="info@haileyburygolfclub.com"/>
*Confirm Email	<input type="text" value="info@haileyburygolfclub.com"/>
*Phone	<input type="text" value="REDACTED"/>
Accepted format: 123-456-7899	
Website	<input type="text" value="www.haileyburygolfclub.com"/>
If applicable, please supply the social media accounts for your organization.	<input type="text" value="Facebook: @haileybury.golf.club Instagram: haileybury.golf.club"/>

Additional Contact Information (if applicable)

Additional contact - First and last name

Russell Walker

Additional Contact - Email

Additional Contact - Phone

Accepted format: 123-456-7899

Terms and conditions

Your application will be disqualified if:

- your organization/project has received support from the FCC AgriSpirit Fund in the past four years (2017-2020)
- your project will be complete or cited expenses incurred before funding is announced (before the end of August).
- your project will not be completed within two years of receiving funding (December 2023)
- your project adversely impacts the environment

*When do you anticipate your project will be completed?

Date must be AFTER August 31, 2021 and BEFORE December 31, 2023.

31/12/2021

*What obstacle or challenges (if any) may interfere with the completion of the project?

Funding challenges may directly result from COVID impacts on the seasonal operation of our facility in summer 2021.

In applying for this funding, you imply consent to receive FCC emails for a period of two years according to Canada's Anti-Spam Legislation (CASL). In order to continue with this application, you must give your express consent by responding to the question below.

*Do you consent to receive electronic messages from FCC about the FCC AgriSpirit Fund?

Yes

Your Comments

This is your chance to provide additional information about your organization or your project that you believe should be considered during the evaluation of your request. If you had trouble entering phone numbers, please enter them here.

We do not accept any additional documents.

In our 100th year of golf, our not-for-profit board of directors and volunteers work hard to maintain our facility relying heavily on support of funding partners to complete projects that support the long term sustainability and health of our facility and community.

Review and Submit

Thank you! That's all the questions we have for now.

Before you submit, please take time to review or print a copy of your application your application. Use the Previous button to go back and make any edits.

Subject: Small Craft Harbour Agreement

Report No.: CS-012-2021

Agenda Date: April 6, 2021

Attachments

Appendix 01: Draft Lease Agreement with DFO (**Please refer to By-law No. 2021-051**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-012-2021; and
2. That Council directs staff prepare the necessary by-law to enter into a five (5) year agreement with Fisheries and Oceans Canada for the Small Craft Harbour facility (Haileybury Marina) for consideration at the April 6, 2021 Regular Council meeting.

Background

The Town of Haileybury had a 25-year lease agreement with the Department of Fisheries and Oceans (DFO) for a portion of the Haileybury Marina. In 2016, the City of Temiskaming Shores entered into a lease agreement with DFO. The agreement expired on June 30, 2020 and the City has been on hold-over status.

The agreement covers the “North Marina” and the “Harbourplace Pavilion”. These lands are owned by the Department of Fisheries and Oceans under their Small Craft Harbour Program.

Analysis

The City rents slips at the Haileybury Marina on an annual basis. Since these lands are owned by DFO, the agreement contemplates 20% of the gross revenue being paid each year to DFO. This amounts to approximately \$4,000 paid to DFO each year.

The agreement is for a five (5) year term (expiring June 30, 2025). Under the agreement, DFO is still responsible for major and structural repairs to the facility. City staff continue to work with DFO to address the structural issues at the marina.

Attached as Appendix 1 is the draft lease agreement for an additional five-year period. All the terms and conditions remain the same.

Relevant Policy / Legislation / City By-Law

- 2021 Municipal Budget

Consultation / Communication

- Consultation with City Manager, Director of Recreation, Manager of Transportation Services, the Municipal Clerk and representatives from DFO.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered

Should the City not renew the lease agreement we would no longer be able to rent slips in the North Haileybury Marina. This alternative is not being recommended.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Subject: Timiskaming Tumblers Lease Agreement

Report No.: CS-013-2021

Agenda Date: April 6th 2021

Attachments

Appendix 01: Draft Lease Agreement (**Please see by-law No. 2021-052**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-013-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Timiskaming Tumblers Gymnastics Club for the use of the Don Shepherdson Memorial Arena Hall in the amount of \$724.55 per month plus applicable taxes effective May 1, 2021 with an annual increase of 2%, for consideration at the April 6, 2021 Regular Council meeting.

Background

The Timiskaming Tumblers Gymnastics Club has been renting the hall in the Don Shepherdson Memorial Arena since 2016. The lease agreement expires on April 30th, 2021.

Analysis

The Timiskaming Tumblers Gymnastic Club have requested a five (5) year lease renewal. Attached as Appendix 1 is the draft lease agreement.

As per the agreement, the Club will continue to be responsible for the maintenance and cleaning of the hall area.

Staff have included a force majeure clause as well as a rent abatement clause into the lease. Over the last year, Council had agreed to waive rent amount during the lockdown periods due to COVID-19. The addition of the two clauses ensures that it is clear to both parties that neither the City or the Club shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency, pandemic or epidemic, etc. Further to this, the rent abatement clause states the following:

“If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes Tenant from constructing, renovating, opening or operating the permitted use at the Premises and the Tenant ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.”

An annual rental increase of 2% has been included in the agreement in order to remain consistent with other lease agreements, and the average CPI increase.

Relevant Policy / Legislation / City By-Law

- 2021 Recreation Budget

Consultation / Communication

The draft lease agreement was presented to the Corporate Services Committee on March 17th, 2021. The committee passed the following recommendation:

Recommendation CS-2021-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council approve the Timiskaming Gymnastics Club lease agreement for a 5-year term for the use of the upstairs space at the Don Shepherdson Memorial Arena.

CARRIED.

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 City will receive the following rental revenues:

May 1, 2021 to December 31, 2021	\$5,796.40
January 1, 2022 to December 31, 2022	\$8,868.48
January 1, 2023 to December 31, 2023	\$9,045.84
January 1, 2024 to December 31, 2024	\$9,226.80



City of Temiskaming Shores
Administrative Report

January 1, 2025 to December 31, 2025	\$9,411.36
January 1, 2026 to April 30, 2026	\$3,199.88

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Subject: OPP Boat Slip Agreement

Report No.:

CS-014-2021

Agenda Date:

April 6th, 2021

Attachments

Appendix 01: Draft By-law (Please refer to By-law No. 2021-053)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-014-2021; and
2. That Council directs staff to prepare the necessary by-law to renew an agreement with the Majesty the Queen in Right of Ontario as represented by the Minister of Minister of Government and Consumer Services for the rental of a boat slip at the New Liskeard Marina, for an additional five (5) years, for Council's consideration at the April 6th, 2021 Regular Council Meeting.

Background

The Ontario Provincial Police have been leasing a boat slip in the New Liskeard Marina since 2011. (By-law 2011-048)

On March 3rd, 2015, Council extended the agreement for a five-year term (First Extension Term) which expires on February 28, 2021 (By-law 2015-058). Representatives from the Ministry have requested a second extension term.

Analysis

The current lease amount is \$30.50/ linear foot (\$640.50 annually). Staff have negotiated an increase to \$34.35/ linear foot for the five-year term. This represents an average increase of 2% over the five years.

The proposed lease extension/amending agreement includes increases as follows:

The lease extension/amending agreement also includes an Option to Extend clause based upon market rates in 2026.

Staff is recommending entering into an agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Economic Development, Employment and

Infrastructure. The lease extension and amending agreement is attached as Appendix 1 for Council’s review and will be presented in the by-law section of the February 2nd, 2021 Regular Meeting for Council’s consideration.

Relevant Policy / Legislation / City By-Law

- 2021 Recreation Budget

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

Total revenues for 2021 will be \$721.27.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Subject: Asset Management Software
Awarding of RFP

Report No.: CS-015-2021

Agenda Date: April 6th, 2021

Attachments

Appendix 01: Request for Quotation Submission Summary

Appendix 02: Draft Agreement (**Please refer to By-law No. 2021-054**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with ESRI Canada for the award of the Asset Management Software, as detailed in Request for Proposal CORP-RFP-001-2021, for a total upset limit of \$95,784.00 plus applicable taxes, for consideration at the April 6, 2021 Regular Council Meeting.

Background

On August 16, 2012 the Ontario Ministry of Infrastructure launched the first phase of the Municipal Infrastructure Strategy under the long-term infrastructure plan “Building Together”. As part of identifying infrastructure needs, municipalities were required to complete a detailed Asset Management Plan (AMP) to accompany any request for provincial funding. As part of the initial AMP Council adopted a documented Asset Management Policy by Resolution No. 2013-120 on March 19, 2013.

On December 17, 2013 Council received and considered Administrative Report PW-064-2013, being a report to provide the draft Asset Management Plan to Council, and provisionally adopted (1st and 2nd reading) By-law No. 2013-202, being a by-law to adopt an Asset Management Plan for the City of Temiskaming Shores. Third and final reading of the by-law was approved on December 1st, 2015.

On December 17, 2017, the Province approved Ontario Regulation 588/17, being a regulation dealing with Asset Management Planning for Municipal Infrastructure, enacted under the Infrastructure for Jobs and Prosperity Act, 2015 setting out new requirements for undertaking asset management planning. Phased in timelines have been provided in O. Reg. 588/17 for the preparation of new Asset Management Plans.

Based on the requirements of the new Regulation, a date of July 1st, 2019 was established as the timeline for all municipal governments to have finalized an initial strategic asset management policy, approved by Council, and posted for Public viewing. Section 3 of the Regulation sets out 12 matters that the policy must include and the policy must be reviewed every 5 years.

On January 15th, 2019 Council received Administrative Report PW-001-2019 outlining the requirements of Ontario Regulation 588/17, and re-committed to asset management. Council directed Staff to initiate the development of an updated Strategic Asset Management Policy (Policy) that would comply with the requirements of the regulation. Council requested that Staff report back on a quarterly basis with a deadline for completion of the Policy to comply with the Regulation.

Based on the extensive collection and analysis of data required on a regular basis to support the AMP, staff recommended the release of the Request for Proposal for Asset Management Software.

Analysis

Seven (7) proposals were received and the selection committee scored all proposals in accordance with the City’s Procurement Policy (By-Law 2017-015). The results are as follows:

Firm	Evaluation Score				Total Score	Fees
	Project Knowledge	Work Plan / Methodology	Team Qualifications	Fee Factor		
Esri Canada	95	95	395	240	825	\$ 95,784.00
PSD Research	100	100	385	230	815	\$ 107,300.00
Univerus	75	70	300	325	770	\$ 93,018.77
Marmak	90	85	230	355	760	\$ 18,900.00
Applied Geo	85	90	345	185	705	\$ 99,110.00
Elevotec	60	20	295	305	680	\$ 69,406.00
Munisight	70	75	255	280	680	\$ 54,500.00

* Fees exclude applicable taxes.

The proposals were analysed for errors and/or omissions. Each proposal was found to be correct and complete. The process for obtaining competitive pricing was in accordance with the City’s Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation / City By-Law

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 2021 budgeted amount for this project is \$100,000, with 50% of the project being funded through Federation of Canadian Municipal (FCM). A portion of the annual fees of \$18,000 will be offset with the savings of \$10,100 by eliminating some redundant programs. Staff plan to consolidate other programs into the Esri platform in the future which will further reduce annual licensing costs.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Bradley M. Hearn
 Information Technology

Shelly Zubycyk
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Document Title: **CORP-RFP-001-2021 Asset Management Software**

Closing Date: **Thursday, March 11, 2021**

Closing Time: **2:00 p.m.**

Department: **Corporate Services**

Opening Time: **2:45 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 774

City of Temiskaming Shores:

Logan Belanger, Municipal Clerk 	Kelly Conlin, Deputy Clerk 	Brad Hearn, IT Administrator Teleconference	Jeremie Latour, Engineering Technologist Teleconference
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Shelly Zubyc, Director- Corporate Services 			
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Others (teleconference):

maria	Debbie	Kyle	Alex
Jamie	Justin	Stephanie	

Submission Pricing

Bidder: Muni Sight Ltd

Description	Amount
Lump Sum Price (Less HST)	\$ 27,000. ⁰⁰

Bidder: Univerus conc.

Description	Amount
Lump Sum Price (Less HST)	\$ 93,018. ⁷⁷

Bidder: Clevotech conc.

Description	Amount
Lump Sum Price (Less HST)	\$ 69,406. ⁰⁰

Bidder: Marmak

Description	Amount
Lump Sum Price (Less HST)	\$ 18,900. ⁰⁰

Bidder: *Orri Canada Ltd.*

Description	Amount
Lump Sum Price (Less HST)	\$ <i>95,784.00</i>

Bidder: *Applied Geologics Inc.*

Description	Amount
Lump Sum Price (Less HST)	\$ <i>99,110.00</i>

Bidder: *Public Sector Digest Inc.*

Description	Amount
Lump Sum Price (Less HST)	\$ <i>167,300.00</i>

Bidder:

Description	Amount
Lump Sum Price (Less HST)	\$

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions any 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.

Subject: Land Sale (Bond Street) and Land Acquisition (Edward Street)

Report No.: CS-016-2021

Agenda Date: April 6, 2021

Attachments

Appendix 01: Area Map

Appendix 02: Reference Plan No. 54R-6193

Appendix 03: Draft By-law to Stop Up and Close a Highway (**Refer to By-law No. 2021-055**)

Appendix 04: Draft By-law Offer of Purchase and Agreement – Sale of Bond Street (**Refer to By-law No. 2021-056**)

Appendix 05: Draft By-law Offer of Purchase and Agreement – Purchase of Edward Street (**Refer to By-law No. 2021-057**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-016-2021; and
2. That Council directs staff to continue with the disposition of Bond Street in accordance with By-law No. 2015-160, by preparing the necessary by-laws to Stop and Close a portion of Highway (Bond Street), and to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard, for municipal real property for consideration at the April 6, 2021 Regular Council meeting; and
3. That Council directs staff to proceed with the acquisition for a portion of Edward Street, by preparing the necessary by-law to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard, for consideration at the April 6, 2021 Regular Council meeting.

Background

The City received a request from Peter and Tammy Huard on June 17, 2020, to purchase Bond Street (Unopened Road Allowance), located north of Dutton Street in Haileybury. Currently, the Huard's own vacant land adjacent to the subject property, and are seeking contiguous ownership to construct a residential dwelling. Specifically, they are seeking to use Bond Street as the driveway to access the area for the dwelling construction.

Appendix 01 – Area Map illustrates the general location of the subject road allowance.

The request was circulated to internal departments for comment with the no departments indicating any concern with the potential disposition of land.

The application was circulated the Ontario Northland Railway (ONR) for comment, due to the proximity of the railway. The representative had no comments; however, noted that the City established setbacks from rail corridors in the Zoning By-law No. 2017-154; therefore, would not require additional setbacks for a single dwelling.

In accordance with the Land Disposition By-law (No. 2015-160), public notice regarding the Public Meeting for the proposed disposition, was publicized via the City Bulletin (Speaker and Weekender Editions) and on the City's website. As a result, the City received one public comment from Mr. Yves Renson regarding the ownership of Edward Street. Mr. Renson noted that he did not object to the proposed sale; however, questioned the travelled portion of Edward Street, as the road appears to cross private property. Mr. Renson suggested rather than selling Bond Street, that the City exchange it for the lower part of Edward Street, which joins to Lakeshore Rd. S., as this is a travelled roadway and maintained by the municipality.

The Public Meeting was held during the July 14, 2020 regular Council meeting, and no comments or concerns were received during the presentation. The next steps were identified to include obtaining a reference plan, the adoption of a stop-up and closure by-law for Bond Street, as well as an Administrative Report to Council recommending a Purchase and Sale Agreement. Based on the comments from Mr. Renson, staff would seek clarification from legal counsel prior to proceeding with the land transaction.

The question was provided to Ramsay Law Office for review to determine the boundaries of Edward Street, and found that a portion of Edward Street crossed Peter and Tammy Huard's property. As such, a survey was commissioned from Surveyor on Site Inc. (SOS), with the intent that the land to be transferred, belong to the Huard's only, and would not affect any other property along Edward Street. SOS produced a survey, registered on Friday February 12, 2021, outlining the limits of Edward Street north at 66 feet wide, and is squared-off with the long section of property to Lakeshore at approximately 39 feet wide. There is also an Easement that exists for the gas line (**Appendix 02**).

Analysis

The entire length of Bond Street is proposed for disposition. As the unopened road allowance was previously pinned, a survey was not required to legally describe the land. The property is described as PCL 21006 SEC SST; Bond Street, PL M129NB BUCKE; Temiskaming Shores; District of Timiskaming.

It is recommended that Council consider a by-law for the Stopping Up and Closing Bond Street which would be registered on title (**Appendix 03**). The public notice regarding the

proposed stop up was advertised on the website and in the Temiskaming Speaker and Weekender, in accordance with the City’s Notice By-law No. 2004-022.

In addition, it is recommended that Council consider an Offer of Purchase and Sale Agreement for the sale of Bond Street to Peter and Tammy Huard (**Appendix 04**), for consideration at the March 16, 2021 Regular Council meeting. The Huard’s own the adjacent property shown on the Area Map (**Appendix 01**), and are proposing to use the land for the purpose of constructing a driveway to access a future dwelling.

It is further recommended that Council consider an Offer of Purchase and Sale Agreement for the acquisition of a portion of Edward Street from Peter and Tammy Huard (**Appendix 05**), for consideration at the April 6, 2021 Regular Council meeting. The Huard’s currently own a portion of Edward Street (travelled roadway), as shown on the Area Map (**Appendix 01**). The lands were surveyed to identify and legally describe the lands for transfer (i.e., Part 1, Part 2 and Part 3 on Plan 54R-6193), outlined on Reference Plan No. 54R-6193 (**Appendix 03**).

Relevant Policy / Legislation / City By-Law

- By-law No. 2004-022 – Establish Procedures for Public Notice
- By-law No. 2015-160, Procedural Policy for the Disposal of Real Property

Consultation / Communication

- Consultation with City Manager throughout the process
- Notices in accordance with By-law No. 2004-022
- Circulated to Staff and an external agency for comment

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

It is recommended to transfer the unopened road allowance (Bond Street) directly to the Huard’s for \$2,544.00 (50 percent of the survey fees), and that the City acquire a portion of Edward Street for \$0.00. The intent of the value is that the Parties are exchanging land in lieu of compensation for Fair Market Value (i.e., Bond Street is approximately 0.76 acres and Edward Street is approximately 0.2164 acres). Each Party would be responsible for their own costs related to each respective sale (i.e., legal fees, registration fees, and incidental costs).

Staffing implications are limited to normal administrative functions of staff.

The cost allocation is estimated at:

Description	Huard's	City
Land Sale Fee (based on 50/50 split of SOS Survey cost of \$5,088 or \$2,544.00 each)	\$2,544.00	N/A – City will pay invoice in full directly to Surveyors On Site (SOS)
Legal Fees:		
- Fee for Acting on Purchase and Sale	\$1000, plus HST	\$1000, plus HST
- Register By-law to Stop-Up and Close Bond Street	\$250, plus HST	N/A
- Register Deeming By-law	\$250, plus HST	N/A
- Disbursements	344.00, plus HST	215.95, plus HST
- Title Insurance Premium	168.60	N/A
- Registration of Transfer	77.62	77.62
- Registration of By-law – Road Closure	77.62	N/A
- Registration of By-law – Deeming	77.62	N/A
- Land Transfer Tax	12.50	N/A
Total (subject to above noted HST)	\$4,801.96	1,293.57

Alternatives

No alternatives are being proposed by staff; however, the disposal of Municipally owned property is governed through By-law No. 2015-160 (Disposal By-law), and outlines a variety of methods for disposal and for determining fair market value. The relevant options for this proposed sale have been identified below.

Section 3: Disposal Methods

One or more of the following disposal methods may be utilized:

1. Direct sale by the City
2. Public Tender or Request for Proposals
3. Public Auction
4. Listing land with a broker and/or real estate firm at a negotiated commission
5. Posting on the proposed land to be sold a “For Sale” sign which will include contact information for inquiries
6. Funding agreements
7. Direct negotiation
8. Direct advertising

9. Property exchange

Section 4: Determining Fair Market Value

One or more of the following methods may be utilized to determine the fair market value:

1. Obtaining an appraisal
2. Using the assessed value
3. Comparing recent sales of similar properties based on willing buyer / willing seller
4. Using recent appraisals for similar properties

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

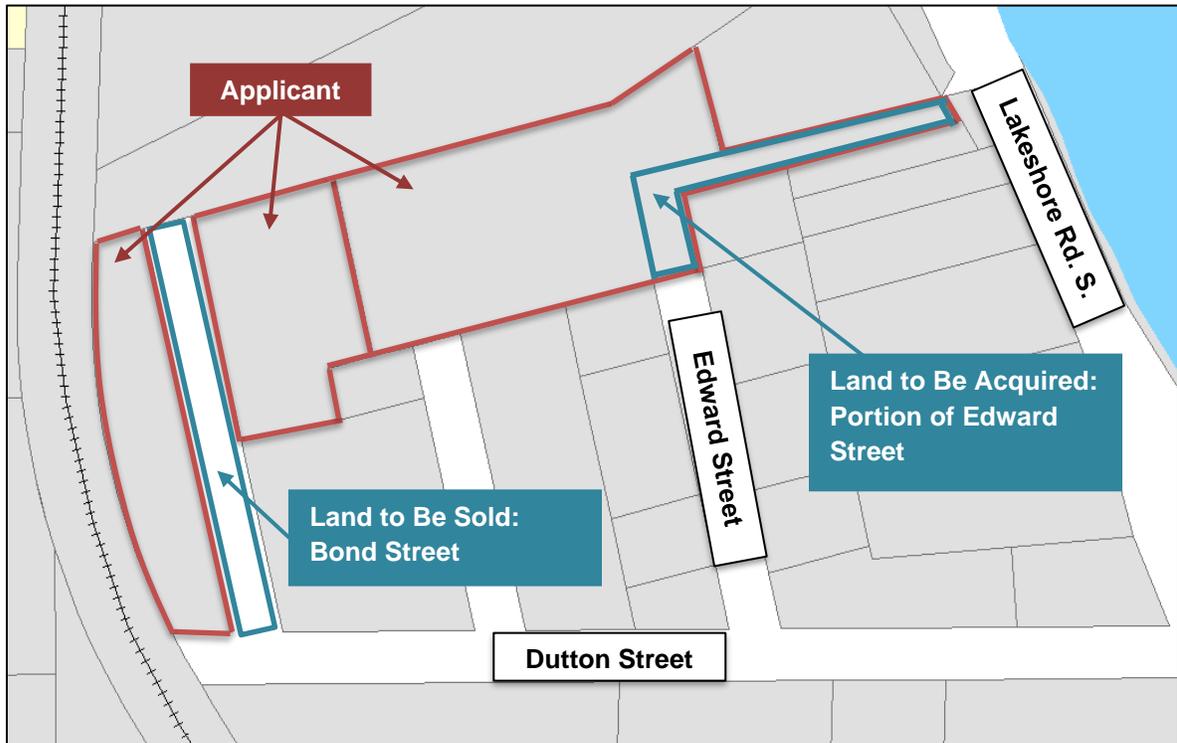
Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Appendix 01 to
Administrative Report No. CS-012-21

Area Map



PLAN OF SURVEY OF
PART OF LOT 11
CONCESSION 5
 GEOGRAPHIC TOWNSHIP OF BUCKE
CITY OF TEMISKAMING SHORES
 (FORMER TOWN OF HAILEYBURY)
 DISTRICT OF TIMISKAMING

SCALE 1 : 250 METRES
 0 1 2 3 4 5 10 20 30
 SURVEYORS ON SITE INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 762mm IN WIDTH BY 609mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250.

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SIB STANDARD IRON BAR
- SSB SHORT STANDARD IRON BAR
- IB IRON BAR
- M MEASURED
- S SET
- WT WITNESS
- P1 PLAN 54R-2956
- P2 PLAN 54R-5767
- MTO MINISTRY OF TRANSPORTATION ONTARIO
- SC H. SUTCLIFFE LTD., O.L.S.
- 1920 R.W. SEGUIN, O.L.S.
- OU ORIGIN UNKNOWN
- // NOT TO SCALE

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA (Ho)
1				0.0355
2	PART OF LOT 11	5	PART OF PIN 61348-0001 (LT)	0.0646
3				0.1163

GEOGRAPHIC TOWNSHIP OF BUCKE
 PARTS 1 TO 3 (INCLUSIVE) COMPRISE PART OF PIN 61348-0001 (LT).
 PART 2 IS SUBJECT TO RIGHT-OF-WAY AS DESCRIBED IN LT246851.

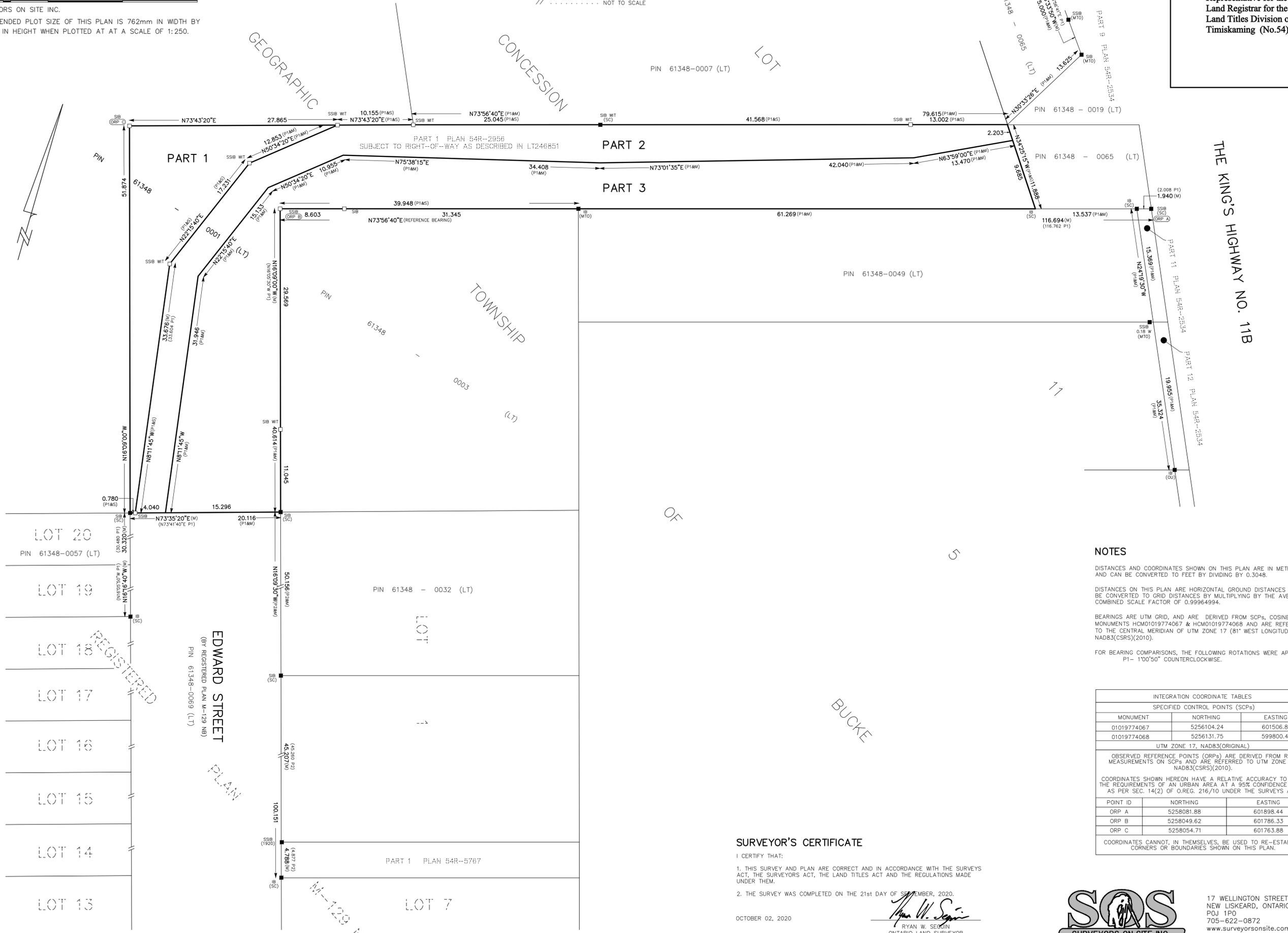
PLAN 54R-6193

Received and deposited

February 12th, 2021

Thomas Kahnert

Representative for the
 Land Registrar for the
 Land Titles Division of
 Timiskaming (No.54)



NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
 DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99964994.
 BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPs COSINE MONUMENTS HCM01019774067 & HCM01019774068 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRs)(2010).
 FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
 P1- 1°00'50" COUNTERCLOCKWISE.

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCP's)		
MONUMENT	NORTHING	EASTING
01019774067	5256104.24	601506.86
01019774068	5256131.75	599800.47

UTM ZONE 17, NAD83(ORIGINAL)		
OBSERVED REFERENCE POINTS (ORP's) ARE DERIVED FROM RTK MEASUREMENTS ON SCPs AND ARE REFERRED TO UTM ZONE 17, NAD83(CSRs)(2010).		
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.		
POINT ID	NORTHING	EASTING
ORP A	5258081.88	601898.44
ORP B	5258049.62	601786.33
ORP C	5258054.71	601763.88

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON THE 21st DAY OF SEPTEMBER, 2020.
 OCTOBER 02, 2020
 RYAN W. SEGUIN
 ONTARIO LAND SURVEYOR
 THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2128347.



17 WELLINGTON STREET
 NEW LISKEARD, ONTARIO
 P0J 1P0
 705-622-0872
 www.surveyorsonsite.com

Subject: 2020 Annual Building and Statistics Report **Report No.:** CS-017-2021

Agenda Date: April 6, 2021

Attachments

- Appendix 01:** 2020 Annual Report – Building Permit Fees
Appendix 02: Building Code Act Prescribed Report Content

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-017-2021; and
2. That Council directs staff to post the 2020 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code Act.

Background

Section 7(1) of the Building Code Act (BCA) authorizes the Council of a municipality to pass by-laws to prescribe classes of permits, provide for applications for permits and require applications to be accompanied by such plans, specifications, documents and other information as is prescribed, and require the payment of fees on applications for the issuance of permits, and prescribe the amounts of the fees.

Section 7(2) of the BCA prescribes that the total amount of fees authorized in such by-law must not exceed the anticipated costs to the City to administer and enforce the BCA.

Section 7(4) of the BCA further requires that every 12 months, the City shall prepare a report that contains such information as may be prescribed, about the fees authorized in the by-law, and the costs of the City to administer and enforce the BCA. Appendix 02 to this report lists the information which is prescribed in the Ontario Building Code (OBC) to be included in the annual report. Section 7(4) also requires that the Annual Building Report be made available to the public.

The Annual Report – Building Permit Fees provides information to Council and the public regarding the revenues received from Building Permit Fees and the direct and indirect costs for administering and enforcing the Building Code Act.

Analysis

The following table is a summary of the figures included in the 2020 Annual Report – Building Permit Fees which is attached as Appendix 01:

Revenues Collected =	\$189,359.50
Direct Costs =	(\$215,037.67)
Indirect Costs =	(\$34,613.71)
Shortfall =	(\$60,291.88)

Permit Fees are collected under the authority of the Building By-law 2013-052 and include fees for construction, demolition, change of use permits. The total Building permit fees collected in 2020 was **\$189,359.50**

Direct Costs are costs for the operation of the Building Department with respect to the processing of permit applications, the review of building plans, conducting inspections and enforcement duties under the authority of the BCA/OBC. The figure provided includes a percentage of wages and benefits for the Director, CBO, Building Inspector, Planner and the Administrative Assistant; as well as, costs of providing training for staff to meet the qualification requirements prescribed by the BCA. **The total direct costs are \$215,037.67**

Indirect Costs are the Building Department’s share of overhead such as: office supplies, postage and courier service, telephone, IT support, CGIS service contract, payroll services, and office expenses. Indirect costs also include the Building Department’s share of capital asset costs of vehicles and their operation expenses. **The total indirect costs are \$34,613.71**

Cost Stabilization Reserve Fund - As revenue does not exceed operating costs a Cost Stabilization Reserve Fund has not been established and therefore that figure is \$0.00.

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.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Clayton Seymour
Chief Building Official

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Corporation of the City of Temiskaming Shores

Annual Report – Building Permit Fees

Total Permit Fees (Revenues) collected for the period January 1, 2020 to December 31, 2020 under By-law No 2013-052 of the City of Temiskaming Shores.

Total Permit Fees = **\$189,359.50**

Direct Costs are deemed to include costs related to wages, benefits and the training of staff of the Building Department for processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties for the period January 1, 2020 to December 31, 2020.

Direct Costs = **\$215,037.67**

Indirect Costs are deemed to include the costs of overhead and support services related to the operation of the Building Department and include costs of office space and fleet as well as their depreciation for the period January 1, 2020 to December 31, 2020.

Indirect Costs = **\$34,613.71**

Cost Stabilization Reserve Fund includes all revenues exceeding costs from previous years which are held in reserve to offset costs in future years.

Cost Stabilization Reserve Fund = **\$ 0.00**

Note: As the Total Permit Fees for the period January 1, 2020 to December 31, 2020 do not exceed the Direct and Indirect Costs for the same time period, no funds are transferred to the Cost Stabilization Fund for 2020.

BCA/OBC Prescribed Report Content

Building Code Act, 1992
ONTARIO REGULATION 332/12
BUILDING CODE
Division C Part 1

1.9.1.1. Annual Report

- (1) *The report referred to in subsection 7 (4) of the Act shall contain the following information in respect of fees authorized under clause 7 (1) (c) of the Act:*
 - (a) *total fees collected in the 12-month period ending no earlier than three months before the release of the report,*
 - (b) *the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the principal authority in the 12-month period referred to in Clause (a),*
 - (c) *a break-down of the costs described in Clause (b) into at least the following categories:*
 - (i) *direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and*
 - (ii) *indirect costs of administration and enforcement of the Act, including support and overhead costs, and*
 - (d) *if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).*
- (2) *The principal authority shall give notice of the preparation of a report under subsection 7 (4) of the Act to every person and organization that has requested that the principal authority provide the person or organization with such notice and has provided an address for the notice.*

Of special note: As revenues cannot be forecasted with any certainty, and often vary substantially from year to year, the BCA/OBC does allow municipalities to establish a cost stabilization reserve fund in which permit fees in excess of operating costs must be held. Those reserve funds may then only be used to offset costs of BCA/OBC administration / enforcement in future years. Should revenues continue to exceed costs, it is the intent being that the permit fee structure would then be revised accordingly.

As permit fees have yet to exceed operating costs, it has not been necessary to establish such a reserve fund in Temiskaming Shores.

Memo

To: Mayor and Council
From: Steve Langford, Fire Chief
Date: April 6th, 2021
Subject: 2020/2021 Fire Safety Grant Application & Transfer Payment Agreement
Attachments: Appendix 01: Fire Safety Grant Application Form
Appendix 02: Transfer Payment Agreement (**Please refer to By-law No. 2021-058**)

Mayor and Council:

On March 11, 2021 the Government of Ontario announced a one time \$5M grant to municipal fire services to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic.

Subsequently, the Ontario Fire Marshal provided notification that the City of Temiskaming Shores is eligible to receive up to \$7,000 as part of the grant program.

Please find attached for information purposes a copy of our 2020/2021 Fire Safety Grant Application (**Appendix 01**).

The Fire Safety Grant Application outlines how the Temiskaming Shores Fire Department plans to allocate the funding if our application is approved.

Subsequently, the City received the Fire Safety Grant Transfer Payment Agreement on March 25, 2021. It is recommended that Council direct staff to prepare the necessary by-law to enter into an agreement with the Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal for consideration at the April 6, 2021 regular meeting.

I trust this is satisfactory.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Steve Langford
Fire Chief

Christopher W. Oslund
City Manager



Office of the Fire Marshal

2020/2021 Fire Safety Grant Application Form

Instructions:

1. Please ensure that all fields are completed as part of this grant application form.
2. If you require more space, please adjust the text boxes as needed.
3. If you wish to split the grant between supporting training and supporting a virtual inspection program to enhance your existing in-person inspection program, please complete both sections below.
4. Please email completed application to ofm@ontario.ca
5. **Applications must be received no later than 1700hrs on March 19, 2021.**
6. If you have any questions, please contact your Fire Protection Adviser.

Name of Municipality	City of Temiskaming Shores
Name of Fire Department	Temiskaming Shores Fire Department
Municipal Mailing Address	P.O. Box 2050, 325 Farr Dr. Haileybury, ON POJ 1K0
Name of Fire Chief	Steve Langford
Email Address for Fire Chief	slangford@temiskamingshores.ca
Fire Safety Grant Allocation Amount	\$7,000.00

For those departments who wish to use the grant to support training, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the training being provided, mode of delivery (online, Regional Training Centre, Learning Contract, other) and estimated timelines for completion. Please refer to the Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

The Temiskaming Shores Fire Department has found it challenging to deliver effective training in the current COVID-19 environment while allowing our 70 firefighters to feel safe & protect their families at home.

We plan to allocate \$7,000 of the grant to improve our current inhouse training while also implementing a virtual training classroom. This will allow our instructors the flexibility to provide training programs from any of our three stations (including work from home), while allowing our more vulnerable members the ability to participate and join these sessions safely from home. The technology would also allow our members to join a virtual session from any one of our three stations.



Office of the Fire Marshal

2020/2021 Fire Safety Grant Application Form

The grant will be used to purchase the following equipment:

4 - Laptop computers – Unit Price \$1,008.35
3 - Projection Screens – Unit Price \$348.11
4 – Video Conference Systems – Unit Price \$205.69
1 –Projector – Unit Price \$897.25
Total cost - \$7,117.74

The Temiskaming Shores Fire Department is confident that by April 30, 2021, pending grant approvals, these new enhancements can be purchased, installed and put to good use.

For those departments who wish to use the grant to support a virtual inspection program to enhance your existing in-person inspection program, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the compliance activities and how it will be administered at the department level, including potential rollout. Please refer to Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

Name of Application Submitter	<i>Steve Langford</i>
Title	<i>Fire Chief</i>
Signature	
Date	<i>March 18, 2021</i>

Memo

To: Mayor and Council
From: Mitch Lafreniere – Manager of Transportation Services
Date: April 6, 2021
Subject: Speed Indicator Sign - Purchase
Attachments: None

Mayor and Council:

Numerous residents have expressed their concern with speeding within City limits. The Public Works Committee met in February and discussed the purchase of a portable speed sign indicator which could be easily moved to different areas of concern within the City. The cost associated with this purchase is approximately \$4,500.00 plus HST which is currently not budgeted in 2021.

The Public Works, Corporate Services and Protection to Persons and Property Committees all met in March and recommended the following:

Recommendation PW-2021-011

Moved by: Councillor Danny Whalen

Be it resolved that the Public Works Committee hereby recommends that Council approve the purchase of a Speed Indicator Sign.

Carried

Recommendation CS-2021-017

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee hereby supports the recommendation from the Public Works and PPP Committees for the unbudgeted purchase of a Speed Indicator sign.

Carried

Recommendation PPP-2021-003

Moved by: Councilor Mike McArthur

Be it resolved that the Protection to Persons and Property Committee hereby supports the Public Works Committee recommendation for Council to approve the purchase of a Speed Indicator Sign.

Carried



With Council approval, City staff will purchase a Portable Speed Indicator Sign and the operating budget for traffic/safety/lights would be increased by \$4,500.00.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Transportation Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Mitch Lafreniere – Manager of Transportation Services
Date: April 6, 2021
Subject: Pedestrian Crosswalk Project - Deferral
Attachments: Letter from Conseil scolaire catholique de district des Grandes Rivières

Mayor and Council:

During the 2021 budget deliberations, Council considered and approved a Pedestrian Crosswalk project. A total of \$85,000 was approved for capital expenditures related to this project.

The Public Works Committee met on March 17, 2021 and recommended the following;

Recommendation PW-2021-017

Moved by: Councillor Danny Whalen

Be it resolved that the Public Works Committee hereby recommends that Council support the cancellation of the Lakeshore Road/ Broadway Avenue Pedestrian Light Relocation Project; and further recommends Council support the deferral of the Rorke Avenue Pedestrian Crosswalk Project to 2022.

Carried

Additional information needs to be gathered in order to make an informed decision on moving this project forward. Also, with the resurfacing of Rorke Avenue in 2022, City staff are considering incorporating a raised cross walk on Rorke Avenue in front of Ecole Ste- Croix for additional student safety and reducing the speed of vehicular traffic. These improvements would be better suited to be all completed at the same time.

Prepared by:

“Original signed by”

Mitch Lafreniere
Manager of Transportation Services

Reviewed and submitted for Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

ENVOI PAR VOIE ÉLECTRONIQUE
mlafreniere@temiskamingshores.ca

Le 25 mars 2021

M. Lafrenière
Gérant du Service des transports
Ville de Temiskaming Shores
325, promenade Farr
Haileybury, ON
P0J 1K0

Monsieur,

Nous souhaitons vous faire part de notre grand plaisir d'apprendre lors de la dernière rencontre du comité *Active School Travel* que la ville de Temiskaming Shores a annoncé l'installation d'un passage pour piétons avec feux clignotants ainsi qu'une bosse antivitesse devant l'École catholique Sainte-Croix de Haileybury.

Or, depuis ce temps, cette décision est à nouveau à l'étude. Sachez que l'École catholique Sainte-Croix demeure un pilier pour la communauté et sa vitalité vibrante. Le transfert des élèves de la 7^e et la 8^e années de l'École catholique St-Michel vers l'École secondaire catholique Sainte-Marie n'a aucune incidence sur l'École catholique Sainte-Croix. La sécurité et le mieux-être pour les familles de Sainte-Croix et de la communauté entière demeurent prioritaires pour nous toutes et tous au Conseil scolaire catholique de district des Grandes Rivières.

Il nous apparaît, vu la circulation automobile, que de tels dispositifs s'avèrent indispensables afin d'assurer la sécurité des piétons qui souhaitent la traverser.

Nous vous saurions gré de bien vouloir installer un passage piéton et d'une bosse antivitesse afin d'assurer leur sécurité lorsqu'ils et elles empruntent cette rue, pour que chacun puisse y circuler en toute sérénité.

Assurés de l'intérêt que vous portez à notre demande, nous vous remercions de l'attention que vous voudrez bien réserver à notre requête. Nous vous prions de recevoir, Monsieur Lafrenière, l'assurance de notre profond respect et de notre dévouement auprès de la jeunesse et des citoyens de Haileybury.



Langis H. Dion
Président

Subject: Site Preparation and Servicing –
Rotary Splash Pad

Report No.: PW-008-2021

Agenda Date: April 6, 2021

Attachments

Appendix 01: Summary of Submissions

Appendix 02: Evaluation of Submissions

Appendix 03: Draft Agreement (**Please refer to By-law No. 2021-059**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-008-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Site Preparation and Servicing for the Rotary Splash Pad in the amount of \$176,380 plus applicable taxes, for consideration at the April 6, 2021 Regular Council meeting.

Background

In November of 2018, a geotechnical review was completed by EXP at the proposed Rotary Splash Pad location. In December of 2018, staff received the geotechnical report which outlines recommendations and requirements associated with the placement of aggregate and compaction to ensure proper stability of the splash pad.

In addition to the geotechnical review, EXP performed a servicing analysis for the splash pad which outlines the requirements to install a package plant lift station and to extend a properly sized water service to the site.

At the Regular Council Meeting held on March 16, 2021, Council approved the release of PW-RFP-003-2021 for the above noted site preparation and servicing related to the construction of the splash pad.

This request for proposal was released and closed on March 31, 2021.

Analysis

Three (3) submissions were received in response to PW-RFP-003-2021. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-003-2021. Below is a summary of the evaluation.

Firm	Evaluation Score					Total	Fees
	Expertise	Experience	Schedule	Knowledge	Fees	Score	Excl. taxes
Pedersen	176	41	73	25	360	675	\$ 176,380.00
DEEP	116	27	46	20	450	659	\$ 154,000.00
Lathem	122	27	46	20	270	485	\$ 256,135.00

Staff reviewed and evaluated all proposals based on the information provided within each submission. Although Pedersen Construction (2013) Inc. was second lowest bid, through the evaluation process they scored the highest of all three submissions. Therefore, it is staff's recommendation to enter into an agreement with Pedersen Construction (2013) Inc. for Site Preparation and Servicing for the Rotary Splash Pad in the amount of \$176,380 plus applicable taxes.

Relevant Policy / Legislation / City By-Law

- 2021 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Release of PW-RFP-003-2021
- Various Rotary Splash Pad Committee Meetings

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

Council recently approved increasing the Capital budget for the Rotary Splash Pad to \$550,000. Sufficient funds are available within the current budget for the completion of the site preparation and servicing.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Document Title: PW-RFP-003-2021 "Rotary Splash Pad – Site Preparation and Servicing

Closing Date: **Wednesday, March 31, 2021**

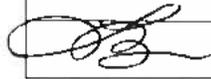
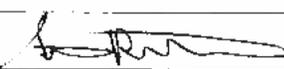
Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 774**

City of Temiskaming Shores:

Logan Belanger, Clerk 	Mathew Bahm, Director of Recreation 	Steve Burnett Manager of Environmental Services 	Kelly Conlin Deputy Clerk. 
---	---	---	--

Others (teleconference):

Tyler Morrison Deep Construction	Clint Bearisto Pedersen Construction	
-------------------------------------	---	--

Submission Pricing

Bidder: Pederson Construction

Description	Amount
Lump Sum Price (before HST)	\$ 176,380.00

Bidder:

Description	Amount
Lump Sum Price (before HST)	\$

Bidder: Deep Construction

Description	Amount
Lump Sum Price (before HST)	\$ 154,000.00

Bidder:

Description	Amount
Lump Sum Price (before HST)	\$

Bidder: James Latham Excavating

Description	Amount
Lump Sum Price (before HST)	\$ 296,135.00

Bidder:

Description	Amount
Lump Sum Price (before HST)	\$

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

CATEGORY	Score between 0 - 10			Criteria
	Pedersen	Lathem	DEEP	Weight
QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (26%)				
Past ability to successfully complete projects within timelines & budget;	3.00	3.00	3.00	4
Stability and reputation of firm;	6.00	5.00	4.00	6
Qualifications of technical support staff;	8.00	5.00	5.00	8
Qualifications of senior staff/project manager.	8.00	5.00	5.00	8
PROPOSED PROJECT MANAGER AND TEAM (9%)				
Past experience directing or involvement with similar projects;	5.00	3.00	3.00	5
Understanding of proposed project.	4.00	3.00	3.00	4
COMPLETENESS AND SCHEDULE (15%)				
Availability of key staff;	5.00	4.00	2.00	5
Methodology and Schedule;	3.00	2.00	3.00	4
Quality assurance program.	6.00	3.00	4.00	6
KNOWLEDGE OF CITY REGARDING THE PROJECT (5%)				
Members of the team must have experience/knowledge related to Northern Ontario Infrastructure and be familiar with the challenges associated.	5.00	4.00	4.00	5
ESTIMATED FEES AND DISPERSEMENTS (45%)				
Cost estimates	8.00	6.00	10.00	45
Weighted Summary (Totals):				
	675.00	485.00	659.00	1000

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: April 6, 2021
Subject: Timiskaming Health Unit Lease Agreement
Attachments: Executed Lease Agreement (**Please Refer to By-law No. 2021-060**)

Mayor and Council:

City staff have been working in collaboration with the Timiskaming Health Unit to allow the Don Shepherdson Memorial Arena to be used as a mass vaccination site as soon as adequate supply could be confirmed.

The THU provided notice in mid-March that they would be able to open a mass vaccination clinic at the DSMA as soon as April 1, 2021.

Staff finalized the lease agreement with the THU shortly thereafter. To ensure that clinics could start as soon as possible The Mayor and Clerk executed the agreement with the THU (Appendix 01).

The agreement runs from April 5, 2021 to September 30, 2021 with the THU paying the City \$900 per month in rent to cover utilities and cleaning expenses incurred by the City. The THU will be responsible for implementing and enforcing all COVID-19 public health measures.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

Subject: Don Shepherdson Memorial Arena Accessibility Project – Project Management Sole Source	Report No.: RS-008-2021
	Agenda Date: April 6, 2021

Attachments

- Appendix 01:** Sole Source Justification
Appendix 02: Draft Agreement (**Please refer to By-law No. 2021-061**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-008-2021; and
2. That Council direct staff to prepare the necessary by-law to enter into an agreement with Greenview Environmental Management for project tendering and construction contract administration in the amount of \$53,320 plus applicable taxes, for consideration at the April 6, 2021 Regular Council meeting.

Background

The City of Temiskaming Shores has various municipal facilities in need of accessibility upgrades. At the July 10, 2018 regular meeting of Council, by-law 2018-112 was passed, being a by-law to enter into an agreement with Greenview Environmental Management for engineering services related to accessibility upgrades at the New Liskeard Community Hall and the Don Shepherdson Memorial Arena.

At the Don Shepherdson Memorial Arena, Greenview proposed creating a new front vestibule, replacement of the lobby washrooms and renovating the viewing area.

The project was included in the 2020 capital budget as part of a submission to the Investing in Canada Infrastructure Program which was not awarded funding.

Subsequently, the City of Temiskaming Shores was awarded \$100,000 from Employment and Social Development Canada towards the accessibility upgrades that Greenview proposed at the Don Shepherdson Memorial Arena. Council for the City of Temiskaming Shores entered into a funding agreement with ESDC after passing by-law 2020-034 at their regular meeting of council on March 24, 2020.

The Don Shepherdson Memorial Arena Accessibility project was included within the 2021 capital budget with a budgeted figure of \$450,000.

In early 2021, Greenview Environmental Management provided a proposal to staff to complete tendering and project management for the accessibility upgrades at the Don Shepherdson Memorial Arena.

The Building Maintenance Committee reviewed the project and the proposal provided by Greenview at their meeting on March 17, 2021. The committee subsequently passed the following recommendation:

Recommendation BM-2021-010

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee recommends that Council approve the sole sourcing to Greenview for the project management of the Don Shepherdson Memorial Arena Accessibility Project.

CARRIED

Analysis

As part of their 2018 agreement with the City, Greenview completed the necessary building review and drawing creation for accessibility upgrades for the Don Shepherdson Memorial Arena. The report that Greenview created allowed for the submission to the ESDC. Because of Greenview's previous work they are intimately aware of the facility and the City's needs for this project. It is therefore unlikely that another firm will be able to provide better value to the City.

Staff have been in contact with Greenview multiple times this year so far to discuss the project and they have indicated to staff that they are able to complete this work in the necessary timeframe. Additionally, they have been made aware that a portion of the facility will be used by the Timiskaming Health Unit this summer and are willing to ensure the work is completed regardless.

Relevant Policy / Legislation / City By-Law

- 2021 Recreation Services Budget
- Accessibility for Ontarians with Disabilities Act
- By-Law 2019-181 - Multi-Year Accessibility Plan 2019-2023

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 total budget amount for the Don Shepherdson Memorial Arena Accessibility project is set at \$450,000. The confirmed amount for this portion of the project is \$53,320 plus non-refundable HST.

Alternatives

1. Council could direct staff to issue a Request for Quotation for tendering and contract administration for this project.
2. Council could direct staff to defer the project to 2022 and return the funding from the ESDC.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

Single / Sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: Greenview Environmental Management

Contact Name: Tyler Peters

Address: 13 Commerce Court

City: Bancroft Prov: Ontario Postal Code: K0L 1C0

Phone Number: XXXXXXXXXX E-mail: XXXXXXXXXX

<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Single Source	<input type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

**Description of
Product or Service:**

Project Tendering and Management – Don Shepherdson Memorial Arena Accessibility Project

Estimated Cost: \$

\$54,258.43 including non-refundable HST

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**
- A specific item is needed:
 - To be compatible or interchangeable with existing hardware;
 - As spare or replacement hardware;
 - For the repair or modification of existing hardware, or
 - For technical evaluation or test.
- There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)
- For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor’s performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Greenview completed the accessibility report and drawings for the Don Shepherdson Memorial Arena accessibility project in 2018. This upcoming phase of that project would see the actual construction take place. Since Greenview was the original consultant who provided the report and drawings to ensure AODA compliance at the Don Shepherdson Memorial Arena, it is logical to hire them to complete the necessary tendering documents and be the project manager. There is no reasonable expectation to receive a lower cost for this work as Greenview has already been to the site, reviewed the requirements and completed the drawings as part of their previous work with the City of Temiskaming Shores.

Requested by: _____
Department Head Date

Reviewed by: _____
City Manager Date

Endorsed by: _____
Council Date

The Corporation of the City of Temiskaming Shores

By-law No. 2021-043

**Being a by-law to repeal By-law No. 2020-090 being a
by-law to appoint a Municipal Law Enforcement Officer –
Clayton Seymour**

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 Clayton Seymour was appointed as a Municipal Law Enforcement Officer effective September 1, 2021; and

Whereas Clayton Seymour's last day with the City of Temiskaming Shores was on April 1, 2021.

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

1. That Council hereby repeals By-law No. 2020-090 – Appoint a Municipal Law Enforcement Officer – Clayton Seymour.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2021-044
Being a by-law to appoint an Interim Chief Building
Official – Michael Pilon

Whereas Section 3 (2) of the Building Code Act, S.O. 1992, Chapter 23, requires that the Council of each municipality appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the Building Code Act, its associated Regulations and any by-laws passed there under; and

Whereas Council passed By-law No. 2015-055 on December 1, 2015 to appoint Clayton Seymour as an Interim as Chief Building Official for The Corporation of the City of Temiskaming Shores; and

Whereas Section 77 (c) of the *Legislation Act*, S.O. 2006, Chapter 21, Schedule F, confers authority to Council to appoint another person to an office if it is vacant or if the holder of the office is absent or unable to act; and

Whereas Council of The Corporation of the City of Temiskaming appointed Clayton Seymour as Chief Building Official on April 19, 2016, through By-law No. 2016-060; and

Whereas Clayton Seymour's last day with the City of Temiskaming Shores was on April 1, 2021; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to appoint an Interim Chief Building Official to enforce the Building Code Act, its associated Regulations and any by-laws passed there under.

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

1. That **Michael Pilon** is hereby appointed as Interim Chief Building Official for The Corporation of the City of Temiskaming Shores.
2. That By-law No. 2016-060, being a by-law to appoint a Chief Building Official – Clayton Seymour is hereby repealed.
3. That this By-law shall come into force and take effect on the date of its final passing.

Read a first second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2021-045

Being a by-law to amend By-law No. 2005-122, as amended, a by-law to establish a Service Delivery Program under the Line Fences Act in order to Appoint a Fence Viewer for the City of Temiskaming Shores – Jennifer Pye and Gabriel Tasse

Whereas Section 2 of the *Municipal Act* requires municipalities to deliver and participate in provincial programs and initiatives; and

Whereas The *Line Fences Act* requires local Councils to enact a by-law to establish a service delivery program as described under the Act; and

Whereas Council adopted By-law No. 2005-122, as amended to establish a service delivery program as described under the Act; and

Whereas Section 3 of the *Line Fences Act* requires that the Council of every local municipality appoint such number of fence-viewers as are required to carry out the provisions of the Act.

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

1. That Council for the City of Temiskaming Shores hereby amends By-law No. 2005-122, as amended by appointing **Gabriel Tasse**, in his capacity as By-law Enforcement Officer, as a Fence-viewer within the corporate limits of the City of Temiskaming Shores.
2. That Council for the City of Temiskaming Shores hereby amends By-law No. 2005-122, as amended by appointing **Jennifer Pye**, in her capacity as Planner, as a Fence-viewer within the corporate limits of the City of Temiskaming Shores.
3. That Council for the City of Temiskaming Shores hereby amends By-law No. 2005-122, as amended by removing **Clayton Seymour** and **Steve Langford** as Fence-viewers within the City of Temiskaming Shores.

Read a first second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2021-046

Being a by-law to amend By-law No. 2005-110, as amended, a by-law to establish a Service Delivery Program under the Livestock, Poultry and Honey Bee Protection Act, as amended, in order to appoint Alternate Livestock and Poultry Valuers for the City of Temiskaming Shores – Gabriel Tasse

Whereas By-law No. 2005-110 was adopted under the *Livestock, Poultry and Honey Bee Protection Act*; and

Whereas the *Livestock, Poultry and Honey Bee Protection Act* and Regulation 731 were repealed and replaced with the *Protection of Livestock and Poultry from Dogs Act* effective July 1, 2011; and

Whereas under the *Protection of Livestock and Poultry from Dogs Act* the *Ontario Wildlife Damage Compensation Program* came into effect July 1, 2011 providing financial assistance to producers whose livestock, poultry and honey bees have been damaged by wildlife;

Whereas Section 4(1) of the *Protection of Livestock and Poultry from Dogs Act* requires the Council of every local municipality to appoint one or more persons as valuers of livestock and poultry for the purposes of making full investigation and determining the extent and amount of damage.

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

1. That Council for the City of Temiskaming Shores hereby amends By-law No. 2005-110, as amended, by appointing **Gabriel Tasse**, in his capacity as By-law Enforcement Officer, as a Valuer of Livestock and Poultry within the City of Temiskaming Shores.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

The Corporation of The City of Temiskaming Shores

By-Law No. 2021-047

Being a By-Law to Appoint A Weed Inspector for the City of Temiskaming Shores – Mathew Bahm

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

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

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

Whereas under Section 8 (1) of the Weed Control Act, R.S.O. 1990, c.W.5, as amended, a Council of any municipality may by by-law appoint one or more persons as municipal weed inspectors to enforce this Act in the area within the Council's jurisdiction; and

Whereas Council of The Corporation of the City of Temiskaming adopted By-law No. 2020-073 on July 14, 2020 to appoint Clayton Seymour as Weed Inspector; and

Whereas Clayton Seymour's last day with the City of Temiskaming Shores was on April 1, 2021; and

Whereas Municipal Council deems it necessary to appoint a Weed Inspector for the City of Temiskaming Shores in accordance with the Weed Control Act, R.S.O. 1990, c.W.5, as amended.

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

- 1) That Mathew Bahm is hereby appointed as Weed Inspector for the City of Temiskaming Shores, effective April 6, 2021;
- 2) That the Weed Inspector shall carry out his duties and have jurisdiction within the boundaries of the City of Temiskaming Shores;
- 3) That the duties of the Weed Inspector shall be as specified in the Weed Control Act, R.S.O. 1980, c.W.5; and
- 4) That By-law No. 2020-073 being a by-law to appoint Clayton Seymour as Weed Inspector be hereby repealed.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-Law No. 2021-048

Being A By-Law to Provincial Offences Act Fine Collection and Write-Off Policy

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

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

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

Whereas the former Town of Haileybury entered into a Memorandum of Understanding with the Ministry of the Attorney General of Ontario for the administration of the Provincial Offences Act as authorized by Haileybury By-law No. 2000-061;

Whereas the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Memo 011-CS-2021 at the April 6, 2021 Regular Council meeting regarding a Provincial Offense Act Fine Collection and Write-off Policy and directed staff to prepare the necessary by-law to adopt said policy; and

Whereas Council of The Corporation of the City of Temiskaming Shores deems it necessary to adopt a Collection Policy.

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

1. That Council for the City of Temiskaming Shores adopts a Provincial Offences Act Fine Collection and Write-off Policy, identified as Schedule "A" attached hereto and forming part of this by-law.
2. That By-law No. 2011-049 be hereby repealed.
3. That this By-law shall come into force and take effect on the date of its final passing.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such

modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule "A" to

By-law No. 2021-048

**Being A By-Law to Provincial Offences Act Fine Collection and
Write-Off Policy**

1. Purpose

The purpose of the Provincial Offences Act Fine Collection and Write-Off Policy is to provide an effective and proactive approach to the collection of fines and process for write-off of arrears that have been deemed uncollectible.

2. Policy Statement

The objective of the Provincial Offences Act (POA) collection and write-off process is to support efficient and responsible financial reporting that provides an accurate reflection of collectible POA revenue. The policy will provide guidelines and best practices to ensure staff are demonstrating due diligence with respect to the collection and write-off of POA arrears, as well as applying reasonable efforts to minimize the number of accounts recommended for write-off on an annual basis.

3. Definitions

- 3.1 Integrated Courts Offence Network (ICON) – the provincially mandated database that POA offices are required to use as per the transfer agreement between the Province and the City of Temiskaming Shores.
- 3.2 MAG – Ministry of Attorney General
- 3.3 MTO – Ministry of Transportation
- 3.4 MOU – Memorandum of Understanding
- 3.5 POA – Provincial Offences Act
- 3.6 Requesting Municipality – Municipal Partner responsible for court administration functions.
- 3.7 Tax Rolling Municipality – Municipal Partner who committed to collect defaulted fines through municipal taxes.
- 3.8 Uncollectable – a financial obligation, in this case a fine and any associated fees or charges, that have been deemed to have little or no chance of being collected.
- 3.9 Write-off – cessation of active collection activity and removal and accounts receivable from the ICON system and municipal financial statements.

4. Legislative Authority

The collection of POA fines by municipalities and the remittance of dedicated fines, surcharges and fees that are payable to the Province and/or a municipality is legislated by the Province of Ontario. The regulations and authority related to this

function is subject to the POA Transfer Agreement between the City of Temiskaming Shores and the Province and the related MOU with MAG.

5. Scope

- 5.1 The decision to write off POA accounts receivable that have been deemed uncollectible is a local decision, and is subject to the directives and operating guidelines outlined by MAG.
- 5.2 The municipality must ensure all available efforts to collect unpaid, defaulted fines have been exhausted prior to recommending any outstanding amounts for write-off.
- 5.3 Where any POA fine has been written off and any portion is subsequently paid, the requirements to remit certain funds to the Province of Ontario still apply, as set out in the POA Transfer Agreements and the Provincial Offences Act.
- 5.4 Writing off POA fines is for accounting purposes only and does not absolve a convicted offender from the requirement to pay the fine. Debts owed to the Crown are permanent and are never forgiven nor subject to the Limitations Act.
- 5.5 Collection activities related to a written off account may resume should conditions change and the account be deemed once again collectible.
- 5.6 Records must be retained with respect to the accounts being written-off to provide an audit trail to support any future reinstatement of collection efforts.
- 5.7 The municipality will ensure that equal treatment and efforts regarding the collection of all POA fines will be applied, without any regard to whether the resulting fine will be retained by the municipality or remitted to another third party.
- 5.8 The municipality must ensure that decisions to write off POA accounts receivable are justifiable and transparent.

6. Policy Framework

- 6.1 The following collection activities must have been applied and exhausted in order to provide sufficient evidence to consider recommending write-off of an outstanding fine:

Collection Method	Timeframe
Notices of Fine and Due Date	Letter for each individual fine that remains unpaid 45 days after conviction and automatically generated by MAG
Collections Notice of Unpaid Fine	Letter sent out after the Notice of Fine and due Date is sent out but prior to driver's

	licence suspensions and Third Party Collection Agency referrals, or tax rolling.
Suspension of driver's licence through the MTO, if applicable	Automatically carried out 75 days after the Notice of Fine and Due Date is sent out where no response received and failing all other attempts to collect
Licence Plate denial program through the MTO (effective as of May 1, 2017), if applicable	Occurs concurrently with driver's licence suspension activities
Transfer of outstanding fines to tax roll if name is identical and the defendant is the sole owner	If applicable and at the discretion of the Treasurer, any time after the above methods have been exhausted. (See Appendix "A" for procedure.)
Use of Third Party Collection	All unpaid accounts are referred to the Third Party Collection Agency 75 days after conviction and are subject to additional attempts to find and contact the defendant
Consideration of an extended payment plan	Any time after conviction, upon request of the defendant and with approval currently at the discretion of the Justice of the Peace

6.2 The threshold for the write-off of outstanding POA fines is limited to the following:

- a) Any outstanding fine that have been in default for a minimum of eight (8) years (as of January 1st of the current year) and where all available collection efforts have been exhausted;
- b) For fines more than five (5) years old, the person convicted and who owes the unpaid amount(s) no longer resides in the Province of Ontario and the fine(s) is for an offence for which there is no mechanism for inter-provincial enforcement;
- c) The person convicted and who owes the unpaid amount(s) has reached the age of 90 and no longer possesses a valid driver's license.
- d) Any case where the collection options are not available due to a company in default with satisfactory proof of dissolution, inactive status or bankruptcy;
- e) Any outstanding balance of costs or administration fees resulting from incomplete payment of fines (i.e. individual paid the fine but did not pay the added costs) and where the remaining balance owing has been in default for a minimum of two years (as of January 1st of the current year);
- f) Any fine of a deceased person for whom a death certificate, obituary or other proof that the person who owed is deceased has been received and collection from the estate is impractical or has been unsuccessful.

- 6.3 The following information is required in support of a recommendation for write-off and shall be noted within the supporting documentation pertaining to each fine for use in the POA office only:
- a) Copy of original Certificate of Offence or Part II Information;
 - b) Record of additional costs and fees included in the outstanding amount;
 - c) Indication of the collection activities utilized;
 - d) Reason the write-off is recommended.
- 6.4 For any POA fine that has been written-off and purged from ICON whereby a portion of that account is subsequently paid, the account related to the payment must be re-entered into ICON so the payment can be recorded as revenue. All monies received related to any fines, surcharges and fees that are payable to the Province of Ontario must be remitted, in a timely manner, to the Province as outlined in Section 165(5) of the Provincial Offences Act.
- 6.5 By way of the Annual POA Report to MAG, information related to the total value of all fines deemed "uncollectable" and written-off in a fiscal period must be provided to the MAG, POA Unit.

7. **Procedure**

- 7.1 Each year, POA staff will review outstanding files and analyze as to the collection steps outlined in Section 6.1 of this policy to which will be used to identify any gaps in previous collections attempts or deem fines as uncollectable where all collection methods have been exhausted. Fines deemed as uncollectable will be recommended for write-off.
- 7.2 Uncollectable fines will be written-off on the ICON system.
- 7.3 The POA Coordinator will provide annually to MAG information regarding the total value of all fines deemed uncollectible and written off during the previous municipal fiscal year as part of the Annual Performance and Progress Report to be submitted to the Ministry.

APPENDIX "A"

Tax Rolling POA Defaulted Fines Between Municipalities – Best Practice Procedure Document

1. Application

This procedure applies to both the Requesting Municipality and the Tax Rolling Municipality. All parties are equally responsible to ensure the procedure is followed. All communications between the municipalities for tax rolling purposes will be conducted through the "assigned" representative in both Municipalities.

2. Procedure Description

This procedure describes how Municipalities transfer unpaid defaulted Provincial Offence Fines to the property owner's tax roll which is located within another Municipality in which all of the owners are responsible. A defaulted fine cannot be added to the tax roll on a joint property unless the fine has been issued to both property owners.

The Requesting Municipality is also responsible to ensure that the client qualifies for tax rolling before beginning this procedure. All involved parties have a vested interest in this process, and for that reason each municipality will act on each request as promptly as possible.

It must be noted that although staff can now add unpaid defaulted fines to the tax roll and collect them in the same manner as municipal taxes, legislation does not permit them to have priority line status.

3. Tax Rolling POA Fines

This procedure consists of the following tasks:

- Adding an Amount to the Tax Roll.
- Removing an Amount from the Tax Roll
- Reporting and Submitting Payments on a Tax Roll

a. Adding an Amount to the Tax Roll

The Requesting Municipality will ensure the POA tax rolling fine qualifies under the internal tax rolling criteria and contact the assigned representative in the Tax Rolling Municipality via email providing them with the debtor's name and possible address.

The Tax Rolling Municipality will search their internal database for sole ownership of property in their jurisdiction.

No sole ownership determined

If the Tax Rolling Municipality confirms that there is no sole property match, the Tax Rolling Municipality would contact the assigned representative of the Requesting Municipality and advise no sole property match.

Although the Tax Rolling Municipality may not find any sole ownership matches, it is best practice the Tax Rolling Municipality to identify joint ownership properties to the Requesting Municipalities for future writ purposes.

The Requesting Municipality will make a note on file to not proceed with tax rolling and will continue with other internal collection procedures.

Sole ownership determined

If the Tax Rolling Municipality confirms there is in fact a sole ownership match, the Requesting Municipality would provide a copy of the ticket/summons for each fine being tax rolled to the Tax Rolling Municipality and provide the amount to be tax rolled. The amount will be rolled as one lump sum for multiple tickets.

The Tax Rolling Municipality will conduct their internal procedure to add the amount to the roll and will add appropriate tax rolling fees to the property roll if applicable. The property owner will be informed based on the municipality's internal procedure. Confirmation will then be sent to the Requesting Municipality that the amount has been added to the tax roll and provide a copy of the notification sent to the property owner by email (pdf.)

The Requesting Municipality will update the internal database and note the debtor's account that the fine has been rolled.

b. Removing an Amount from the Tax Roll

An amount will be removed off the tax roll for one of the following reasons: clerical error, fine paid via ICON, Appeal or Extension granted by Justice of the Peace, or any other reason approved by a manager/supervisor in the Requesting Municipality.

In this situation, the Requesting Municipality will email the assigned representative in the Tax Rolling Municipality requesting the removal and will state the reason for the removal and confirm the amount to be removed. The internal database will be updated and a note made on the account.

The Tax Rolling Municipality will remove the amount from the tax roll following their internal procedure. The tax rolling fee will be removed in the instance where a clerical error has occurred. Their internal database will be updated and

a note put on account. An email will be sent to the representative in the Requesting Municipality to confirm the amount has been removed.

c. Reporting and Submitting Payments on a Tax Roll

On a monthly basis, the Tax Rolling Municipality will pull an internal report to review for payments made on the tax rolls. A list of payments and payment dates will be emailed to the Requesting Municipality. Payment to the Requesting Municipality will be remitted either by way of mailed cheque or EFT.

The Requesting Municipality will process the payments on ICON and collection database as per internal procedures.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-049

Being a by-law to authorize the execution of an Intermunicipal Agreement with Municipal Area Partners with respect to the Provincial Offences Act

Whereas the Streamlining of Administration of Provincial Offences Act, 1997, S.O. 1998, c.4 (Bill 108) received Royal Assent on June 11, 1998; and

Whereas the Municipal Council of each of the Parties hereto agree to have the justice responsibilities under the Provincial Offences Act, R.S.O. 1990, c.P. 33, as amended (hereinafter the "POA"), overseen by an Advisory Committee (hereinafter the "Committee"); and

Whereas the Municipal Council of each of the Parties hereto agree that the City shall enter into, on behalf of the Committee, a Memorandum of Understanding and Local Side Agreement with the Ministry of Attorney General of Ontario (hereinafter the "Ministry"); and

Whereas at its Regular Meeting held on April 6, 2021, Council for The Corporation of the City of Temiskaming Shores acknowledged receipt of Memo No. 012-2021-CS, and authorized staff to prepare the necessary by-law to enter into a Intermunicipal Agreement with Municipal Area Partners with respect to the Provincial Offences Act, for consideration at the April 6, 2021 regular meeting; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an intermunicipal agreement with municipal area partners with respect to the Provincial Offences Act.

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 interprovincial agreement with respect to the Provincial Offences Act with the Towns of Cobalt, Englehart, Kirkland Lake, and Latchford; the Townships of Armstrong, Brethour, Casey, Chamberlain, Coleman, Evanturel, Gauthier, Harley, Harris, Hilliard, Hudson, James, Kerns, Larder Lake, Matachewan, and McGarry; the Municipality of Charrton and Dack, and Temagami; and the Village of Thornloe, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to execute such Agreement and Affix the Corporate Seal thereto;

3. That Town of Haileybury By-law No. 2000-065, as amended is hereby repealed.
4. This By-law shall come into force and take effect upon the final passing thereof.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule "A" to

By-law No. 2021-049

Being a by-law to authorize the execution of an Intermunicipal Agreement with Municipal Area Partners with respect to the Provincial Offenses Act

INTERMUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made as of the 6th day of April, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Hereinafter called the "City of Temiskaming Shores"

-and-

THE DISTRICT MUNICIPAL AREA PARTNERS, being The Corporations of the

Township of Armstrong	Township of Hilliard
Township of Brethour	Township of Hudson
Township of Casey	Township of James
Township of Chamberlain	Township of Kerns
Municipality of Charlton and Dack	Town of Kirkland Lake
Township of Coleman	Township of Larder Lake
Town of Cobalt	Town of Latchford
Town of Englehart	Township of Matachewan
Township of Evanturel	Township of McGarry
Township of Gauthier	Municipality of Temagami
Township of Harley	City of Temiskaming Shores
Township of Harris	Village of Thornloe

Hereinafter called the "Municipal Partners"

All of which are collectively referred to as the "Parties"

WHEREAS the Streamlining of Administration of Provincial Offences Act, 1997, S.O. 1998, c.4 (Bill 108) received Royal Assent on June 11, 1998;

AND WHEREAS the Municipal Council of each of the Parties hereto agree to have the justice responsibilities under the Provincial Offences Act, R.S.O. 1990, c.P. 33, as amended (hereinafter the "POA"), overseen by an Advisory Committee (hereinafter the "Committee");

AND WHEREAS the Municipal Council of each of the Parties hereto agree that the City shall enter into, on behalf of the Committee, a Memorandum of Understanding and Local Side Agreement with the Ministry of Attorney General of Ontario (hereinafter the "Ministry");

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, made jointly and severally by each and every Party herein to each and every of the other Parties hereto and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties hereto) the Parties hereto agree as follows:

PART1

CREATION OF TEMISKAMING PROVINCIAL OFFENCES ACT ADVISORY COMMITTEE

1. ESTABLISHMENT OF TEMISKAMING POA ADVISORY COMMITTEE AND APPOINTMENT OF THE CITY OF TEMISKAMING SHORES

- a. The Parties hereto hereby agree to form a joint Advisory Committee known as the Temiskaming Provincial Offences Act Advisory Committee (hereinafter referred to as the "Committee"). The Parties hereto further agree that the City of Temiskaming Shores shall enter into, on behalf of the Committee, a Memorandum of Understanding and Local Side Agreement with the Ministry of Attorney General of Ontario (hereinafter referred to as the "Ministry"). The Committee shall be responsible for overseeing the City of Temiskaming Shores administration and prosecution relating to proceedings commenced under Parts I and II of the POA and administration of Part III.
- b. The Committee shall be composed of a designate(s) from each of the following areas:
 - i. Kirkland Lake (2 appointed)
 - ii. Englehart, McGarry, Larder Lake, Gauthier, Chamberlain, Charlton and Dack, Evanturel (1 appointed)
 - iii. Temiskaming Shores (2 appointed)
 - iv. Hudson, Temagami, Latchford, Coleman, Cobalt, Harris, Kerns (1 appointed)
 - v. James, Matachewan, Armstrong, Hilliard, Brethour, Thornloe, Harley, Casey (1 appointed)
- c. The Committee shall function in accordance with the Terms of Reference set out under Appendix "01"

2. POWERS AND RESPONSIBILITIES OF THE COMMITTEE

- a. The Committee, on behalf of all the Parties to this Agreement, shall generally oversee and direct the City of Temiskaming Shores in its management of the POA, and without limiting the generality of the foregoing, shall have the following powers and responsibilities:
 - i. The Committee shall determine annually the scheduling of the meetings of the Committee;
 - ii. The Committee will keep minutes of its meetings, which minutes shall be circulated in a timely fashion to the Clerk of each of the Parties hereto for distribution to members of the Councils of each of the Parties hereto;
 - iii. The Committee will review and approve the annual budget prepared by the City of Temiskaming Shores, in relation to services provided by the City of Temiskaming Shores under the POA. Once the budget is approved by the Committee, it will be submitted to the City of Temiskaming Shores for final approval and subsequently the respective municipal councils for budget purposes;
 - iv. The Committee will provide annually a detailed accounting of the revenues and expenditures during the immediately preceding calendar year to each of the Parties hereto;
 - v. The Committee may from time to time as requested by one or more of the Parties, report on levels of service;
 - vi. The Committee will serve in the resolution of dispute process as set out in this Agreement.

PART II

ADMINISTRATION AND PROSECUTION OF OFFENCES UNDER THE POA

3. ADMINISTRATION OF JUSTICE

The Parties hereto, through their appointed members, recognize and shall adhere to the following guidelines, without limitation:

- a. The independence of the judiciary shall be preserved;

- b. The confidence of the public in the administration of justice must be maintained through every effort by all Parties. Further to this end, open access to the justice system, just and timely prosecutions, and freedom from political interference must be assured;
- c. The fundamental tenets of procedural fairness and natural justice and the rights and freedoms guaranteed by the Canadian Charter of Rights and Freedoms shall be assured;
- d. The separation of prosecutorial and policing powers as set out in the Police Services Act, R.S.O. 1990, c.P. 15, as amended, must be maintained;
- e. The Ministry is and shall continue to be responsible for the integrity of the administration of justice in Ontario; and
- f. Officially bilingual access to the administration of justice, as prescribed by the Courts of Justice Act, R.S.O. 1990, c. c. 43, as amended, shall continue, in area designated under the French Language Services Act, R.S.O. 1990, c.F.32, as amended, out of court services must be provided at the same level as provided by the Ministry at the time of the execution of this Agreement.

4. THE CITY OF TEMISKAMING SHORES

The City of Temiskaming Shores shall:

- a. By and with the approval of all the Parties hereto by way of resolution or by-law of each of the Municipal Councils, enter into a Memorandum of Understanding and Local Side Agreement with the Ministry;
- b. Provide each of the Parties hereto with the following services:
 - i. The administration, court support and prosecution of offences commenced under Part I of the POA; and
 - ii. Any remaining administration and court support relating to proceedings under Part III of the POA.
- c. Carry out its duties and obligations in accordance with the Memorandum of Understanding and Local Side Agreement;

- d. Provide, at a minimum, the same services and level of service delivery as was provided by the before the execution of this Agreement;
- e. Abide by and give full force and effect to the requirements of this Agreement;
- f. Advise the Committee within seven (7) days of receipt from the Ministry of any proposed amendments to the Memorandum of Understanding and/or the Local Side Agreement. In addition, the City of Temiskaming Shores shall not submit any proposed amendments to the aforesaid agreements to the Ministry without first obtaining the approval of the Committee; and
- g. Advise the Committee within seven (7) days of receipt from the Ministry of any proposed amendments to any legislation and/or regulations concerning the administration of justice as is concerning by this Agreement;
- h. Consult with the affected Parties and seek the approval of the Committee when significant change to a service level is proposed and further, should a dispute arise resulting from the proposed change, agrees that the change will not proceed until the dispute resolution process has reached conclusion.

5. THE MUNICIPAL PARTNERS

Each of the Parties hereto shall be responsible for the prosecution of any matters relating to:

- a. Their own municipal by-laws;
- b. Fire code compliance within their municipality;
- c. Building Code compliance within their municipality;
- d. Any other matter for which each party was individually responsible before the execution of this Agreement.

6. REVENUE

- a. The City of Temiskaming Shores shall collect fines, fees, costs and surcharges and enforce their payment in accordance with section 165(1) of the POA. Collection enforcement, and disbursement of revenues and payments of expenditures are to be carried out as specified in the Memorandum of

Understanding and its Local Side Agreement, the POA and the Contraventions Act, S.C. 1992, c.47, as amended and regulations thereto.

- b. The Parties agree that the sharing of revenues and expenses between the City of Temiskaming Shores and each of the Parties shall be carried out in accordance with Appendix "02" to this Agreement.
- c. The Parties agree that the net revenues shall be disbursed to the Parties to this Agreement, in accordance with Appendix "02" to this Agreement.

7. REPORS AND ACCOUNTING

- a. The City of Temiskaming Shores shall manage and maintain separate bank accounts, in trust for the Parties to this Agreement, with respect to all monies received by the City of Temiskaming Shores on behalf of the Parties to this Agreement in regards to fines, costs, surcharges and fees and payment of expenditures pursuant to this Agreement;
- b. The City of Temiskaming Shores shall maintain books of account, separate from those relating to the municipal affairs of the City of Temiskaming Shores, with respect to all monies received and disbursed by the City of Temiskaming Shores in regard to fines, costs, surcharges, fees and expenses pursuant to this Agreement. These books of account shall be made available for inspection without notice by the Committee during regular office hours;
- c. All monies received and expended by the City of Temiskaming Shores in respect of fines, costs, surcharges pursuant to this Agreement are to be separately and clearly identified in the financial records of the City of Temiskaming Shores and are subject to an external audit for the review of the Committee. Copies of this audit will be submitted to each Party for their information;
- d. Each party shall be entitled to review the financial records maintained by the City of Temiskaming Shores under the POA.

8. LIMITATION OF LIABILITY

- a. The Parties hereto hereby agree, jointly and severally, to indemnify and save harmless the Committee and its members as constituted from time to time from and against all actions, causes of action, losses, damages, suits, judgments, awards, orders, claims and demands whatsoever and from all costs to which the Committee and/or its members may be put in defending or settling any such action, causes of action, losses, damages, suits, judgments,

awards, orders, claims and demands, which may arise whether directly or indirectly by reason of or as consequence of or in any way related to the Committee and/or any of its members acting properly in a manner authorized by this Agreement. The Parties hereto further agree that if any of them should be called upon by Third-Party to pay any amount whatsoever in excess of this proportionate share herein for any reason whatsoever, then such Party shall be entitled to be indemnified for such payment made by it from all of the other Parties hereto up to the amount of their proportionate share as set out herein. It is further provided that each of the Parties hereto shall forthwith notify their respective insurer of this provision.

- b. The City of Temiskaming Shores shall protect itself from and against all claims that might arise from anything done, purported to be done, or admitted to be done under this Agreement by the City of Temiskaming Shores, its elected officials, employees, agents, or contractors and shall maintain a policy of comprehensive general liability insurance providing coverage for a limit of not less than five million dollars (\$5,000,000.00) per occurrence as required by the Memorandum of Understanding. Each Party will co-operate fully with the City of Temiskaming Shores so that this insurance can be obtained and continued.
- c. Each Party shall indemnify and save harmless to the City of Temiskaming Shores, its elected officials, employees, agents and contractors from all manner of claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever based on, occasioned by or attributable to anything done or admitted to be done by each Partner or by its elected officials, employees, agents, or contractors in connection with this Agreement or with the performance of each Partner's obligation under this Agreement.
- d. The City of Temiskaming Shores shall indemnify and save harmless each Party, the elected officials, employees, agents and contractors, from all manner for claims, losses, costs, expenses, action or proceedings of any kind or nature whatsoever based on, occasioned by, or attributable to anything done or admitted to be done by the City of Temiskaming Shores or by its elected officials, employees, agents, or contractors in connection with this Agreement or with the performance of the City of Temiskaming Shores obligations under this Agreement.

9. DISPUTE RESOLUTION

- a. The Parties agree to foster and participate in a cooperative approve to disputes arising under this Agreement. The Parties also agree that all

reasonable efforts will be made to resolve disputes informally and amiably at an early stage.

- b. In the event that a dispute between a Party hereto and the City of Temiskaming Shores with respect to the terms and consideration of this Agreement, or with respect to a service level issue, the Parties agree to use the mechanism set out in this section to resolve the dispute.
- c. The provisions of this section do not apply to issues governed by the Ministry, the provisions and obligations under the Memorandum of Understanding or Local Side Agreement or any issues relating to the judiciary, principles of justice, or corporate management issues of the City of Temiskaming Shores; or issues related to budget unless the dispute is supported by the Committee.
- d. In the event that a dispute or concern arises between a Party and the City of Temiskaming Shores, and such dispute or concern cannot be resolved through initial discussion between the City of Temiskaming Shores and the Party, such dispute or concern will be referred to the Committee.
- e. The members of the Committee will foster and assist in the resolution of the dispute and will make appropriate recommendations to the concerned Party and the City of Temiskaming Shores in order to facilitate such resolution.
- f. Where any dispute impacts more than one Party, the Committee shall consult with each of the concerned Parties, as well as the City of Temiskaming Shores.
- g. The Committee, together with the concerned Parties and the City of Temiskaming Shores will attempt to resolve the dispute or alternatively agree upon a recommendation for consideration of the City of Temiskaming Shores or the Parties, as may be appropriate.
- h. If such recommendation or resolution results in a necessary amendment to this Agreement, upon the Agreement of all impacted Parties and the City of Temiskaming Shores, such amendment shall be reduced to writing and become part to this Agreement after being duly executed by the City of Temiskaming Shores and all of the Parties. Should all of the Parties not agree, any Party may proceed to arbitration.
- i. Where the Parties, with the assistance of the Committee are unable to reach a resolution to dispute or where the recommendation of the Committee does not resolve the dispute, the Parties may choose to:

- i. Discontinue the dispute, or
 - ii. Choose the services of a third-party mediator to facilitate resolution of the dispute, or
 - iii. Proceed to arbitration.
- j. The mediator shall inquire into the issue in dispute and shall attempt to assist the Parties in resolving the dispute.
- k. In the event that the Parties do not agree with the recommendation of the mediator, any of the Parties may apply to an arbitrator to resolve the dispute and the dispute shall be settled in accordance with the Arbitration statutes then in force in the Province of Ontario. This section constitutes a submission under such Arbitration statutes. The arbitrator shall be selected in accordance with Paragraph 8(1).

Any arbitration will be conducted according to the rules for the conducting of the Arbitration Institute of Canada Inc., in effect at the day of the commencement of the arbitration, and will take place in the City of Temiskaming Shores unless otherwise agreed. The arbitration will be final and binding upon the Parties. The law governing the procedures and substance of the arbitration will be the law of Ontario.

- l. The Parties in dispute may agree in writing upon the appointment of a single Arbitrator who will determine the dispute as sole Arbitrator. If the Parties in dispute cannot agree on a sole Arbitrator then each of the Parties in dispute will appoint an Arbitrator and provide the other Party with written notice of the appointment. If one Party does not provide such notice, then the Arbitrator who has been appointed by the other Party will be the sole Arbitrator and will constitute the Arbitral Tribunal.
- m. Where the services of a mediator or an arbitrator are undertaken, the costs of such mediator or arbitrator's services shall be shared equally by the Parties as part of the costs associated with this Agreement. It is understood that each Party shall be responsible for the costs of its own advisors and experts, if any.
- n. Any dispute arising from the failure of the City of Temiskaming Shores to fulfill its obligations as set out under the Memorandum of Understanding shall be filed with the Ministry and the dispute resolution process as established within the Memorandum of Understanding for the disputes between the Ministry and the City of Temiskaming Shores shall apply.

- o. Subject to Paragraph 5(1) the Parties acknowledge and agree that when a matter is under dispute all service preceded by the City of Temiskaming Shores will continue in accordance with the terms of this Agreement and the requirements of the Transfer Agreement.

10. TERMINATION OF THE AGREEMENT

- a. The City of Temiskaming Shores and each Party acknowledge that this Agreement may be terminated by either of them if the Memorandum of Understanding which will be entered into between the City of Temiskaming Shores and the Ministry is terminated.
- b. The City of Temiskaming Shores agrees to give twelve (12) months notice to each Party if the said Memorandum of Understanding is to be terminated so that the City of Temiskaming Shores and each Party can deal with the proper termination of this Agreement.
- c. Should the Memorandum of Understanding between the City of Temiskaming Shores and the Ministry be terminated resulting in the need for the Parties to seek another provider of administration, court support and prosecution related to proceedings commenced under the POA, the capital assets to the extent paid for by the Parties shall be transferred to the provider chosen by the Parties.
- d. A vote of two-thirds of the Parties may terminate this agreement upon giving twelve (12) months notice to the City of Temiskaming Shores.

11. GENERAL

- a. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall constitute on of the same instrument. This Agreement shall be deemed to have come into force and take effect once each party has signed its respective counterpart and delivered an original signed copy of same to the Clerk for the City of Temiskaming Shores.
- b.
 - i. Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in Canadian post office addressed to the Clerk of each of the Parties hereto at their respective municipal addresses or to any other addresses that may be designated in

- writing by any party hereto and the date of receipt of any notice by mailing shall be deemed conclusively to be four days after the mailing;
- ii. Where a notice of document is required by the Agreement to be sent, the notice may be waived or the time for sending the notice may be waived or abridged at any time with the consent of the Party entitled hereto;
 - c. Any of the terms of this Agreement may be amended with the consent in writing of a minimum of at least a majority of the Parties hereto; provided, however that those Parties who have approved said amendment represent a majority of the electors in the region covered by this Agreement and served by the Committee. Any and all such amendments shall be binding on all of the Parties of this Agreement.
 - d. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of)

**THE CORPORATION OF THE TOWNSHIP OF
ARMSTRONG**

Reeve

Clerk

Municipal Seal)

**THE CORPORATION OF THE TOWNSHIP OF
BRETHOUR**

Reeve

Clerk

Municipal Seal)

**THE CORPORATION OF THE TOWNSHIP OF
CASEY**

Reeve

Clerk

Municipal Seal)

**THE CORPORATION OF THE TOWNSHIP OF
CHAMBERLAIN**

Reeve

Clerk

Municipal Seal	)	THE CORPORATION OF THE MUNICIPALITY OF CHARLTON/DACK
)	
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF COLEMAN
)	
)	
)	
	)	_____ Mayor
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWN OF COBALT
)	
)	
)	
	)	_____ Mayor
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWN OF ENGLEHART
)	
)	
)	
	)	_____ Mayor
)	
)	
	)	_____ Clerk

Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	EVANTUREL
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	GAUTHIER
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	HARLEY
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	HARRIS
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk

Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	HILLIARD
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	HUDSON
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	JAMES
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	KERNS
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk

Municipal Seal	)	THE CORPORATION OF THE TOWN OF
	)	KIRKLAND LAKE
)	
)	
	)	_____ Mayor
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWNSHIP OF
	)	LARDER LAKE
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE TOWN OF
	)	LATCHFORD
)	
)	
)	_____ Mayor
)	
)	
)	_____ Clerk
Municipal Seal)	THE CORPORATION OF THE TOWNSHIP OF
)	MATACHEWAN
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)	
)	_____ Reeve
)	
)	
)	_____ Clerk

Municipal Seal)	THE CORPORATION OF THE TOWNSHIP OF
)	MCGARRY
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)	_____ Reeve
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)	_____ Clerk
Municipal Seal)	THE CORPORATION OF THE MUNICIPALITY
)	OF TEMAGAMI
)	
)	
)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	THE CORPORATION OF THE VILLAGE OF
	)	THORNLOE
)	
)	
	)	_____ Reeve
)	
)	
	)	_____ Clerk
Municipal Seal	)	CORPORATION OF THE CITY OF
	)	TEMISKAMING SHORES
)	
)	
	)	_____ Mayor
)	
)	
	)	_____ Clerk

APPENDIX "01

THE TEMISKAMING POA ADVISORY COMMITTEE

TERMS OF REFERENCE

1. The composition of the Committee is set out under paragraph 1 of this Agreement.
2. No person who works in any capacity in the administration and prosecution of offences under the POA shall be entitled to be a member of the Committee. Any member of the Board shall disclose any conflict concerning a matter before the Committee that involves a pecuniary interest and shall thereafter leave the meeting and abstain from any discussion and voting on said matter.
3. Each member shall be appointed for a term to commence to coincide with the term of the elected councils of the parties.
4. The Committee shall convene a meeting on an annual basis with the Municipal Partners, to present the budget as submitted by the City of Temiskaming Shores.
5. The Committee is a mechanism for local accountability. Its deliberations will be made in consultation with the Parties and will reflect the position of the majority. All decisions will be based in majority rule of those present. The Committee is responsible to disseminate information and report back to the Parties on a regular basis.
6. A simple majority of the Committee members constitutes a quorum. The Committee Chairperson will be the City of Temiskaming Shores.

APPENDIX "02"

APPORTIONMENT OF REVENUE AND EXPENDITURES

1. Revenue/Expenditure sharing will be apportioned as follows, based on a pro-rata formula determined from the municipal population:
 - a. Revenues and expenditures as of the Date of Transfer from the Province to the City of Temiskaming Shores
 - b. All direct accounting and human resources costs in assuming the POA Transfer.
 - c. All capital and operating start-up costs.
2. It is hereby understood and agreed to all Parties to this Agreement that the population count herein are figures derived from the Population Census Summary which is issued by the Federal Census. The Parties further agree that the population count is to be amended from time to time based on the updated information received from the Federal Census.
3. The net revenues will be based on actual fines, fees, costs and surcharges collected, less Victims Fine Surcharge (VFS) and any dedicated fines or any other applicable charges and expenses approved by the Board in accordance with the annual budget.

Administration costs will be based on Ministry figures as verified by the exit audit at the commencement of the first year.
4. Any revenue from a fine, court award or otherwise resulting from a prosecution of any matter pursuant to Article 5 of the Agreement shall not be distributed to the Parties herein but shall be paid entirely to the Municipality undertaking the prosecution save and except for court costs which are to be deducted therefrom.
5. In the event of a deficit, such deficit shall be divided and apportioned to each municipality being a party hereto on the pro-rata formula determined from the municipal population.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-050

**Being a by-law to designate any plan of subdivision, or part thereof,
that has been registered for eight years or more, which shall be
deemed as not a registered plan of subdivision Edward Street
Roll No. 54-18-030-011-139.00, 5418-030-011-162.50.00**

Whereas Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

Whereas Council considered Memo No. 014-2021-CS at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to deem BUCKE CON 5 PT LT 11 PCL 348 2821T, and PLAN M129NB LOTS 70 TO 76 AND 84 TO 95 PCL 9749SST, to no longer be lots on a plan of subdivision for consideration at the April 6, 2021 Regular Council meeting.

Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - PLAN M129NB LOTS 70 TO 76 AND 84 TO 95 PCL 9749SST;
 - BUCKE CON 5 PT LT 11 PCL 348 2821T;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

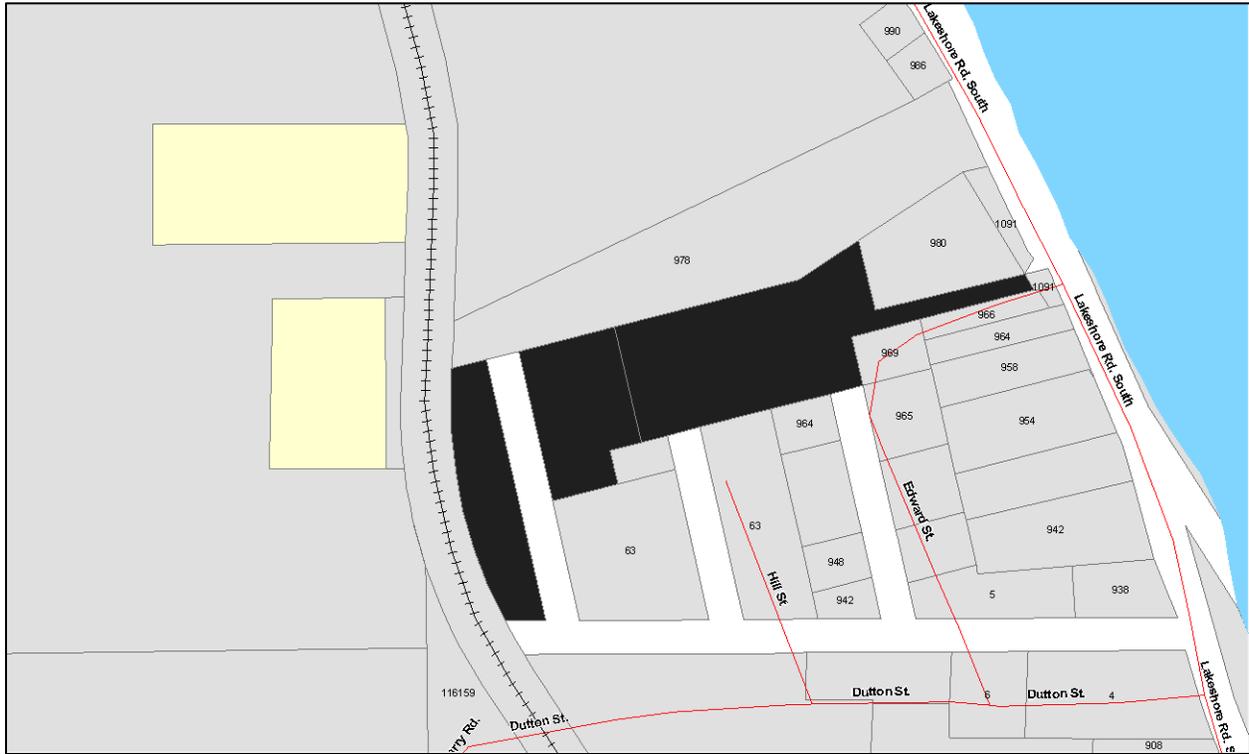
Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

Schedule “A”

City of Temiskaming Shores – Edward Street



The Corporation of the City of Temiskaming Shores

By-law No. 2021-051

Being a by-law to authorize the entering into a Lease Agreement with Her Majesty the Queen in Right of Canada, represented by the Minister of Fisheries and Oceans for the Small Craft Harbour facility (Part 1 on Plan 54R-3418 – North Marina – Haileybury Waterfront)

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; and

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

Whereas Council adopted By-law No. 2016-113 on June 21, 2016 to enter into a five (5) year Lease Agreement with Fisheries and Oceans Canada for the Small Craft Harbour facility (Haileybury Marina), beginning July 1, 2015 and ending on June 30, 2020; and

Whereas Council considered Administrative Report No. CS-012-2021 at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a five (5) year Lease Agreement with Fisheries and Oceans Canada for the Small Craft Harbour facility (Haileybury Marina) from July 1, 2020 to June 30, 2025, for consideration at the April 6, 2021 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to enter into a Lease Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans for the Small Craft Harbour facility (Part 1 on Plan 54R-3428 – North Marina – Haileybury Waterfront), a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-051

Being a by-law to authorize the entering into a Lease Agreement with Her Majesty the Queen in Right of Canada, represented by the Minister of Fisheries and Oceans for the Small Craft Harbour facility (Part 1 on Plan 54R-3418 – North Marina – Haileybury Waterfront)



ORIGINAL

OP-4627-H-2009

LEASE

BAIL

SMALL CRAFT HARBOURS BRANCH
AND

DIRECTION DES PORTS POUR PETITS BATEAUX
ET

THE CORPORATION OF THE TOWN OF TEMISKAMING SHORES

AUTHORITY
Autorisation _____

DATE OF DOCUMENT
Document daté du _____ February 2, 2021 _____

BEGINNING OF TERM
La période de location commence le _____ July 1, 2020 _____

END OF TERM
La période de location se termine le _____ June 30, 2025 _____

RENT PAYABLE
Loyer payable _____ \$500.00 (FIVE HUNDRED DOLLARS) PLUS TAXES PER ANNUM OR 20% OF
_____ GROSS REVENUE PLUS TAXES _____

LANDS OR RIGHTS DEMISED
Cession ou transfert **ALL AND SINGULAR** those certain parcel or tract of land and land covered by water
_____ in the former Town of Haileybury, now City of Temiskaming Shores, composed of Part of the bed of Lake
_____ Temiskaming in front of Part of Lot 13, Concession III, Township of Bucke, in the District of Temiskaming
_____ and Province of Ontario, designated as Part 1 on Plan 54R-3418, TOGETHER WITH the Government
_____ improvements located thereon, being more particularly shown outlined in red on the plan hereto annexed and
_____ designated Schedule "A".

FILE No.
No de dossier _____ 5882 Haileybury _____

REMARKS / Remarques

THIS AGREEMENT made in duplicate this 2nd day of February, 2021;

BETWEEN –

HER MAJESTY THE QUEEN, in right of Canada,
represented herein by the Minister of Fisheries and Oceans
(hereinafter called “the Minister”)

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF TEMISKAMING SHORES, incorporated as a corporation under the laws of the Province of Ontario
(hereinafter called “the Agent”)

OF THE SECOND PART;

WITNESSETH that the Minister, in consideration of the rents, covenants, provisos, and conditions hereinafter contained, hereby leases unto the Agent:-

Description

ALL AND SINGULAR those certain parcels or tracts of land and land covered by water in the former Town of Haileybury, now City of Temiskaming Shores, more particularly described as Location RF 188, comprising an area of two and forty-five hundredths (2.45) hectares, more or less, composed of Part of the bed of Lake Temiskaming in front of Part of Lot 13, Concession III, Township of Bucke, in the District of Temiskaming and Province of Ontario, designated as Part 1 on Plan 54R-3418, **TOGETHER WITH** the Government improvements located thereon, (hereinafter referred to as “the said premises”), being more particularly shown outlined in red on the plan hereto annexed and designated Schedule “A”.

Habendum

TO HAVE TO HOLD the said premises unto the Agent for a term of five (5) years from and including July 1, 2020 to June 30, 2025 and then fully to be complete and ended.

Reddendum

YIELDING AND PAYING therefor, during the currency of this Agreement, unto the Minister, to the Receiver General of Canada, in lawful money of Canada the following rent or sum, namely:-

- (a) **FIVE HUNDRED DOLLARS (\$500.00) PLUS TAXES** per annum, payable each year in advance, or
- (b) **TWENTY PER CENT (20%) PLUS TAXES** of all gross revenue derived by the Agent from the management and operation of the said premises, whichever is the greater amount, and the difference between the \$500.00 paid in advance and 20% gross revenue is payable within sixty days of the end of each agreement-year.

Interpretation **IN THIS AGREEMENT;**

- (i) “Minister” means the Minister of Fisheries and Oceans and any person he has delegated to act on his behalf.
- (ii) “Regional Director” means the Regional Director of Small Craft Harbours Branch of the Department of Fisheries and Oceans and any person he has delegated to act on his behalf.

It is agreed by and between the said parties hereto that these Presents are made and executed upon and subject to the covenants, provisos, conditions and reservations hereinafter set forth and contained, namely:

Purpose

1. a) The Agent shall use and occupy the said premises and carry out the management and operation of the said premises in accordance with the Fishing and Recreational Harbours Act and the Fishing and Recreational Harbours Regulations as amended from time to time, or any other applicable act or regulations enacted or made during the currency of this Agreement.

b) Nothing in Clause No. 1a) hereof, shall relieve the Minister from discharging any of his duties under the said Fishing and Recreational Harbours Act and the said Fishing and Recreational Harbours Regulations.

c) That the Minister shall supply to the Agent, one copy of the said Act and Regulations, as amended from time to time.

To Pay Rent

2. That the Agent will pay all annual rental fees herein reserved at the time and in the manner in these Presents set forth, without any abatement or deduction whatever.

Taxes

3. That the Agent will pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of these Presents be imposed, or become due and payable upon, or in respect of the said premises.

Compliance with Law

4. The Agent shall in all respects abide by and comply with all rules, regulations and by-laws of municipalities and other governing bodies, in any manner affecting the said premises.

Public Use

5. Subject to Clause No. 19 hereof, the Agent shall not interfere with the public use of the said premises during the currency of this Agreement; it being expressly understood and agreed, however, that the Agent may refuse the use of the said premises to any vessel on which tolls and dues are outstanding and the Agent may take all lawful action through Small Debts Court or otherwise to obtain payment of outstanding or overdue accounts.

Access

6. a) That the Minister, his servants or agents shall, at all times and for the purpose of inspecting the said premises, have full and free access to any and every part of the said premises.

b) The Minister shall, upon reasonable notice to the Agent, except in the case of emergency, have full and free access to the said premises for the purposes of repairing and maintaining the said premises.

Assignment

7. That the Agent shall not make any assignment of these Presents, nor any transfer or sub-lease of any of the premises, rights or privileges demised or leased hereunder, without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease. The Agent shall pay to the Minister a reasonable charge for the preparation of any consent thereto expressed in writing, and shall be responsible for any costs incurred by the Minister in addressing the request for consent, provided that such costs are reasonable.

Repair and Maintenance

8. That the Agent shall not, during the currency of this Agreement, do, suffer or permit to be done any act or thing which may impair, damage or injure the said premises beyond the damage occasioned by reasonable use, and shall inspect, maintain, and effect minor repairs of the said premises which may at any time become damaged, whether due to the negligence of the Agent or otherwise. Nothing in this provision shall obligate the Agent to be responsible to effect repairs of any major or structural kind but, in the event that such repairs are needed, it shall be the responsibility of the Agent to provide notice to the Minister of the need for major or structural repairs, and to take whatever steps are appropriate to deal with continued use of the premises while such repairs are pending. When such repairs are warranted, the parties hereto shall consider, and together decide how and when to effect such repairs.

Care of Property

9. That the Agent shall, at its own cost and expense, at all times during the currency of this Agreement, keep the said premises in a neat and tidy condition, removing or causing to be removed therefrom all papers, refuse, litter, waste or rubbish arising out of the operations of the Agent under this Agreement, all to the satisfaction of the Regional Director.

Improvements

10. That any improvements made to the said premises by the Agent at any time during the term of this Agreement, to make the said premises suitable for the purpose referred to in Clause No. 1 hereof, shall be at the risk, cost and expense of the Agent and to the satisfaction of the Regional Director.

Construction of Buildings or Structures

11. That the Agent shall not construct or erect any buildings or other structures on the said premises without obtaining the approval of the Regional Director, of plans showing the design and nature of construction of such buildings or structures and their proposed locations.

Annoyance Nuisance and Disturbance

12. That the Agent shall not, at any time during the currency of this Agreement do, cause or permit to be done, any act or thing in or upon the said premises which shall, or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or premises adjoining or in the vicinity of the said premises.

Title

13. That is hereby declared, and this Agreement is accepted by the Agent, upon the express condition that the Agent shall have no recourse against the Minister, should the minister's title to the said premises be found to be defective, or should these Presents prove ineffectual by reason of any defect in such title.

Claims and Damages

14. That the Agent shall not have any claims or demand against the Minister for loss, damage or injury of any nature whatsoever, or howsoever caused to the said premises or to any person or property, at any time brought, placed, made or being on the said premises unless such damage or injury is due to the negligence of any officer, servant, agent, contractor or sub-contractor of Her Majesty the Queen in right of Canada while acting within the scope of his duties or employment.

**Indemni-
fication**

15. That the Agent shall at all times indemnify and save harmless Her Majesty the Queen in respect of any action, claim, cause of action, suit, debt, loss, damage, cost, expense or demand whatsoever, at law or in equity, arising by way of any breach by the Agent, its employees, servants, agents, sub-lessees or persons for whom it is by law responsible, of any provisions of this Agreement or arising by way of the Agent and her Majesty's ownership, occupation and control of the premises, except claims for damages resulting from the negligence of any officer, servant, agent, contractor or sub-contractor of Her Majesty the Queen while acting within the scope of his duties.

Termination

16. That this Agreement may be terminated at any time:

(a) By the Agent upon sixty (60) days' notice in writing, such notice to be signed by the Agent and delivered to or mailed addressed to the Regional Director, Small Craft Harbours Branch, Department of Fisheries and Oceans, 867 Lakeshore Road, Burlington, Ontario, L7S 1A1, or

(b) By the Minister upon sixty (60) days' notice in writing, signed by the Minister, and either delivered to the Agent or any officer of the Agent, or mailed addressed to the last known place of business or office of the Agent, and thereupon, after the expiration of such period of notification, these Presents shall be determined and ended, and the Agent shall thereupon, and also in the event of the determination of this Agreement in any other manner, except re-entry under Clause No. 17 hereof, forthwith remove from the said premises all things at any time brought or placed thereon by the Agent and shall also to the satisfaction of the Regional Director repair all and every damage and injury occasioned to the said premises by reason of such removal or in the performance thereof, but the Agent shall not, by reason of any action taken or things performed or required under this Clause, be entitled to any compensation whatsoever, provided that, unless required by the Minister, no goods, chattels, materials, effects or things shall be removed from the said premises until all rent due or to become due under this Agreement, is fully paid.

Default

17. That, notwithstanding anything in this Agreement contained, if the rent above reserved or any part thereof, shall be in arrears or unpaid, whether or not the same shall have been in any manner demanded, or in the case of default, breach or non-observance to be made or suffered by the Agent at any time or times, in, or in respect of any of the covenants, provisos, conditions, and reservations herein contained, which on the part of the Agent ought to be observed and performed, then, and in every such case, provided such non-payment of rent, default, breach or non-observance is not cured within thirty (30) days from the date of notice thereof in writing from the Minister to the Agent, the Minister may terminate this Agreement by giving to the Agent a notice in writing, signed by the Minister, and either delivered to the Agent or any officer of the Agent, mailed addressed to the last known place of business or office of the Agent, and thereupon after delivery or mailing of such written notification, this Agreement shall be determined and ended, and in that event, it shall be lawful for the Minister, his servants or agents, to re-enter and thereafter to have, possess and enjoy the said premises and all improvements thereon.

And no acceptance of rent subsequent to any breach or default, other than non-payment of rent, nor any condoning, excusing or overlooking by the Minister on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way defeat or affect the rights of the Minister hereunder.

The Agent shall pay in addition to any other provisions hereof the reasonable fees and disbursements of counsel to the Minister in connection with the enforcement of this Agreement, or in the event of default hereunder.

Hold Over

18. Provided always and that it is hereby agreed by and between the parties hereto that if the said Agent shall hold over after the expiration of the term hereby granted, and if the Minister shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Agent shall pay as rent during the time of such occupancy a rental to be determined at the discretion of the Minister, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to tenancy at will.

Tolls, Dues & Charges

19. That the Agent shall, during the currency of this Agreement, charge tolls or dues established under the authority of the Fishing and Recreational Harbours Act or by Regulations approved from time to time by the Governor in Council respecting the said premises. The Agent may collect additional reasonable charges for services such as electrical power outlets, water outlets, watchman services, etc., provided at the Agent's expense for the benefit and use of the boating public using said premises.

Accounting Records

20. That during the currency of this Agreement, the Agent shall cause to be kept records of its operation hereunder, such records to be kept according to accepted principles of accounting, and the Agent shall supply to the Regional Director, a certified statement for each accounting period during the currency of this Agreement.

Audit Inspection

21. That the books of the Agent concerning the operation and management of the said premises, shall be open for audit and inspection at all times during business hours, by the accredited officers of the Minister.

Pollution

22. That the Agent shall not place or deposit, or cause or permit to be placed or deposited, any fill, sand, gravel, detritus, waste, debris or other materials, articles or things on the said premises which may form a deposit thereon or therein without the prior consent, in writing, of the Regional Director.

Environmental Protection

23. (i) The Agent agrees to abide by and comply with all federal environmental legislation, including the relevant provisions of the Canadian Environmental Protection Act, affecting the said premises, as well as with the regulations and guidelines made and established under it, and all applicable Provincial, Territorial and municipal environmental legislation, regulations, rules or guidelines affecting the said premises.

(ii) The Agent shall not process, use, deposit or store on the said premises or in its subsoil any toxic substances, as defined in the Canadian Environmental Protection Act, nor any other substance that constitutes or may constitute a danger to the environment or to human life or health.

(iii) The Agent agrees to clean up, at its expense, to then current federal and provincial standards, any part or all of the said premises contaminated during the term of this Lease or any renewal of it immediately upon becoming aware of the contamination.

**Service
Reservation**

24. That this Agreement is granted strictly subject to the right of the Minister and Lessees and Licensees of the Minister to maintain and operate services installed on the said premises at the date of this Agreement, and to the right of the Minister to grant leases or licences, as the case may be, at any time during the currency of this Agreement, covering the right and privilege or permission to install, lay, maintain and use services on, over or across the said premises and the Agent shall not, at any time during the currency hereof, do anything or cause or permit anything to be done which will in any way interfere with the rights and privileges or permissions thereby granted, provided however, that such leases or licences will be granted subject to this Agreement and provided that the Lessees or Licensees thereunder shall not commence to exercise the rights and privileges or permissions thereby granted unless and until the consent in writing is first obtained from the Agent, and which consent shall not be unreasonably withheld.

Concession

25. That no application for permission to establish concessions of any kind shall be granted without the prior approval in writing of the Regional Director.

Use by Agent

26. That in the event that any portions of the said premises are used for the purposes of the Agent, the Agent shall establish a market rental for such use and the Reddendum Clause shall be applied to such rental.

Fire Prevention

27. That the Agent shall take all necessary precautions against fire occurring in or on the said premises.

**Navigation
Protection Act**

28. That the Agent shall fulfill in all respects the requirements of "Works" Section of the Navigation Protection Act, Chapter N-22 of the Revised Statutes of Canada 1985.

**Members of
Parliament**

29. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Discrimination

30. That the Agent and any Sub-lessee shall not discriminate against any person by reason of race, colour or creed, in any manner whatsoever, pertaining to the operation of the said premises.

**Sale or
Transfer**

31. (i) Notwithstanding any other provision of this Agreement, in the event that the Minister disposes of its interest in the leased premises, or any part thereof, by way of sale, transfer or other conveyance, including a transfer of administration and control to Her Majesty the Queen in right of the Province of Ontario, the Minister shall be entitled at their sole option to assign this Agreement, or such portion thereof, to the transferee, or to terminate this Agreement, and the Agreement shall upon notice thereof be terminated forthwith.

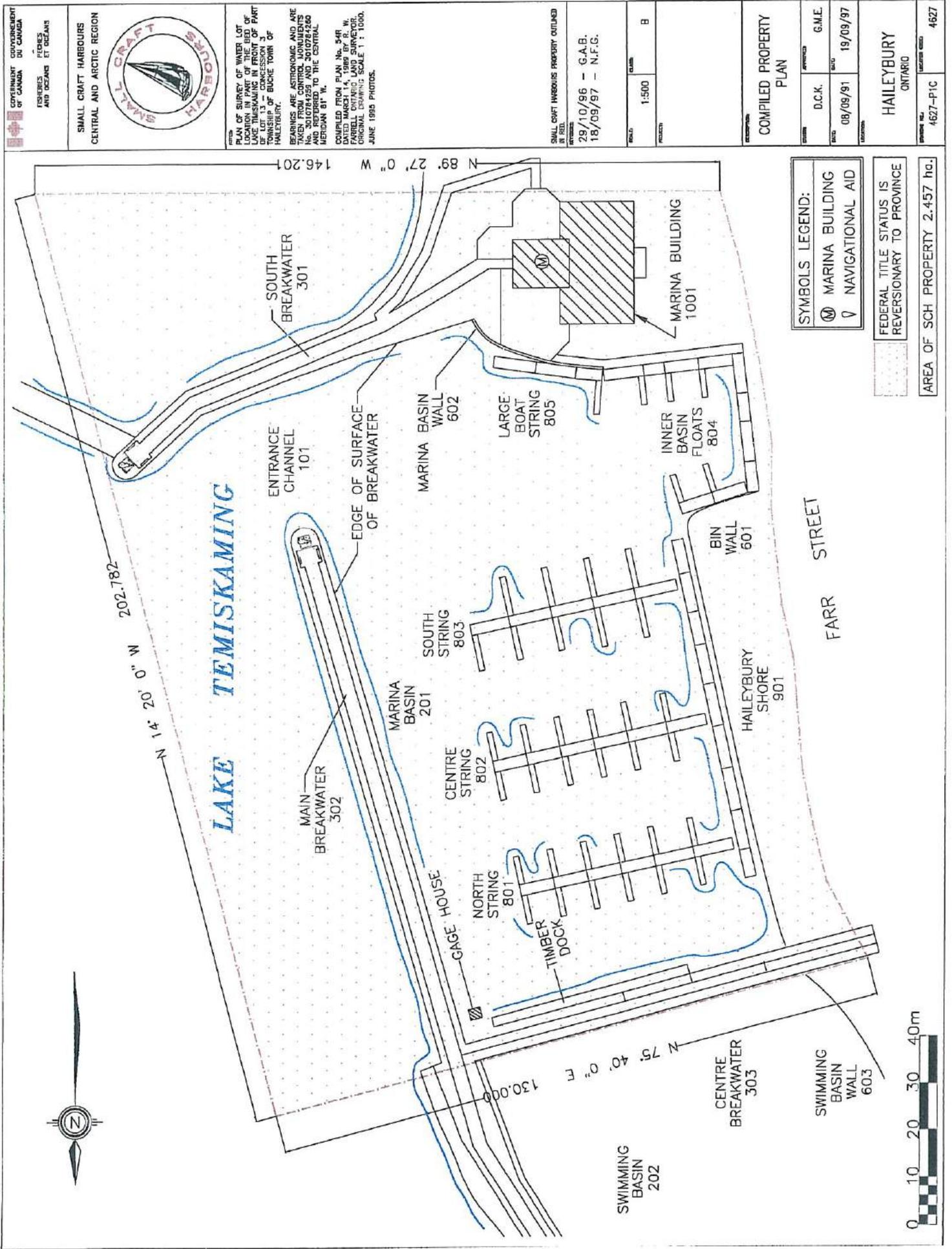
(ii) In the event of notice of termination being given by the Minister to the Agent, the Agent agrees that it shall forthwith vacate the said premises, and remove any chattels from the said premises in accordance with the provisions of this Agreement. The Agent further agrees and acknowledges that it shall have no cause of action against the Crown arising out of early termination of the Agreement, and hereby releases the Minister from any liability or otherwise that may be said to flow from the aforesaid early termination of this Agreement.

**Financial
Administration
Act**

32. If the Agent defaults in the payment of any amount due under this Agreement, the Agent shall be responsible for and pay interest on such defaulted payment (to the extent permitted by the Financial Administration Act R.S.C. 1985, Chapter F-11 and the Interest and Administration Charges Regulations SOR/96-188 (the Regulations) or any amendments thereto) up to the date payment is received by or on behalf of Her Majesty. For greater certainty and until such time as the Regulations are amended, in the case of default in respect of any monetary amount due, interest on the amount in default shall be calculated and compounded monthly at the average bank rate plus three per cent and accrue from the due date of the payment, until paid. Furthermore, in the event that any instrument is tendered in payment or settlement of any amount due to Her Majesty hereunder which for any reason is dishonoured, the Agent shall be responsible and pay an administrative charge of \$15.00 to Her Majesty, or any amount prescribed therefor by the Regulations will be applicable and in addition to the outstanding amount due.

Insurance

33. That the Agent shall, in addition to the payment of yearly rental hereunder, at its own cost, insure concurrently with the execution of this Agreement, and thereafter during the currency of this Agreement, maintain in force, a policy of liability insurance for the ownership, possession and control of the said premises with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and including Her Majesty as a named co-insured in that policy. The Agent, on the anniversary of this Agreement, in each and every year, shall submit to the Regional Director, proof of such insurance.



The Corporation of the City of Temiskaming Shores

By-law No. 2021-052

**Being a by-law to authorize a Lease Agreement with the
Timiskaming Tumblers Gymnastics Club for the
Don Shepherdson Memorial Arena Hall**

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

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

Whereas Council considered Administrative Report CS-013-2021 at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Timiskaming Tumblers Gymnastics Club for the lease of the Don Shepherdson Memorial Arena Hall facility for consideration at the April 6, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with the Timiskaming Tumblers Gymnastics Club for a five (5) year lease of the Don Shepherdson Memorial Arena Hall, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, 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 6th day of April, 2021.

Mayor

Clerk

Schedule "A" to By-law No. 2021-052

Dated this 6th day of April, 2021

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

Timiskaming Tumblers Gymnastics Club

LEASE

of the Don Shepherdson Memorial Arena Hall

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 6th day of April, 2021.

Between:

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

And:

The Timiskaming Tumblers Gymnastics Club
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: the Don Shepherdson Memorial Arena, 75 Wellington Street South, in the City of Temiskaming Shores, District of Timiskaming, Province of Ontario; and

Whereas the Timiskaming Tumblers Gymnastics Club desires to rent the upstairs arena hall (85 ft. X 50 ft.), kitchen area and washrooms at the Don Shepherdson Memorial Arena (hereinafter called the "Premises") having an entrance off of Wellington Street; and

Now therefore, in consideration of the rents reserved and the covenants and provisos contained herein on the part of the Tenant, the Landlord agrees to hereby lease to the Tenant the Premises described herein for a term commencing on the 1st day of May, 2021 and ending on the 30th day of April 2026.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant the upstairs hall of the Don Shepherdson Memorial Arena located at 75 Wellington Street, New Liskeard, Ontario hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of May, 2021** and ending on the **30th day of April, 2026**.

3. Rent

To pay rent as per the following schedule:

May 1, 2021 to December 31, 2021	\$5,796.40	(\$724.55 per month)*
January 1, 2022 to December 31, 2022	\$8,868.48	(\$739.04 per month)*
January 1, 2023 to December 31, 2023	\$9,045.84	(\$753.82 per month)*
January 1, 2024 to December 31, 2024	\$9,226.80	(\$768.90 per month)*
January 1, 2025 to December 31, 2025	\$9,411.36	(\$784.28 per month)*
January 1, 2026 to April 30, 2026	\$3,199.88	(\$799.97 per month)*

* plus HST

The annual rental fee shall be increased by 2% each year effective the first day of January as per the following schedule.

4. Tenant Covenants:

The Tenant covenants with the Landlord as follows;

- a) **Maintenance** — to be responsible for the daily cleaning of the premises and the provision of paper products for the washrooms.
- b) **Compliance with by-laws** — to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Lands or the Building; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Building or any equipment or other facility used in connection with or appurtenant to the Lands provided that the use of any part of the Lands as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted. and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord.
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant.
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant.
- g) **Insurance** - not to use the Premises or permit items to be used for any purpose which may render the insurance on the Premises void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$5,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage.
- h) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance).
- i) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- j) **Signs** — not to use the outer walls or windows of the premises for any signage, notice or name plate except as approved by the Landlord.
- k) **Termination by Tenant** – notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving

60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.

5. Landlord’s Covenants:

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment.
- b) **Taxes** – to pay all property taxes and rates that may be levied against the premises.
- c) **Electricity and Water** - to pay for the electricity supplied to the premises and any water/sewer charges levied against the premises.
- d) **Heat** - to heat the premises.
- e) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises.
- f) **Structural soundness** - to keep the premises and common areas structurally sound and to look after any structural defects which may arise.
- g) **Termination by Landlord** – notwithstanding any unexpired term of this agreement, the Landlord shall be entitled to terminate this lease upon giving 60 days written notice to the Tenant.

6. General Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term).
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and

paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord.

- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.
- f) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

- g) **Force Majeure** - Neither the Tenant or Landlord shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency, pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbours, railroads, or pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labour disputes; acts of God; inability to obtain labour or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a “Force Majeure Event”), provided that a Force Majeure Event and the ongoing effects thereof shall not excuse any failure of Tenant to timely comply with any monetary obligations hereunder.
- h) **Rent Abatement** - If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes Tenant from constructing, renovating, opening or operating the permitted use at the Premises and the Tenant ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.
- i) **Monthly tenancy** - If the Tenant shall continue to occupy the premises after the expiration of this lease and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and, on the terms, and conditions herein set out except as to length of tenancy.
- j) **Notices** — All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J JK0

and in the case of the Tenant addressed to the Tenant at:

Timiskaming Tumblers Gymnastics Club
c/o P.O. Box 1161
New Liskeard, Ontario
P0J IP0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- k) **Amendment** — This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- l) **Binding Effect** — The terms and provisions of this lease extend to, are binding upon and ensure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- m) **Captions** — The captions appearing at the headings of the paragraphs in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this lease or any of its provisions.

The remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the 6th day of April, 2021.

Signed and Sealed in
the presence of)

Timiskaming Tumblers Gymnastics Club

Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2021-053

Bing a by-law to amend By-law No. 2011-048, as amended to enter into an Agreement with Her Majesty the Queen in Right of Ontario as Represented by the by the Minister of Government and Consumer Services for the Rental of a Boat Slip at the Waterfront Marina (OPP Boat Slip)

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 Council entered By-law No. 2011-048 on April 19, 2011 being a by-law to enter into an Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip (OPP Boat) at the Waterfront Marina; and

Whereas the current agreement expired on February 28, 2021, as established in By-law No. 2011-048, as amended, and pursuant to the terms of said By-law, the Licensee was entitled to extend the Term for one (1) additional term of five (5) years; and

Whereas Council considered Administrative Report No. CS-014-2021 at the April 6, 2021 Regular meeting, and directed staff to prepare the necessary by-law to further amend By-law No. 2011-048, to extend the agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Minister of Government and Consumer Services for the Rental of a Boat Slip at the Waterfront Marina (OPP Boat Slip) for an additional five (5) years.

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

1. That the Mayor and Clerk be authorized to enter into an agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Minister of Government and Consumer Services for the rental of a boat slip at the Waterfront Marina for the period of March 1, 2021 to February 28, 2026 (the "Second Extension Term").
2. That By-law No. 2011-048 as amended be further amended by removing Schedule "A" and replacing with Schedule "A" attached hereto and forming part of this by-law.
3. That this by-law shall come into effect on March 1, 2021.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule "A" to

By-law 2021-053

Agreement between

The Corporation of the City of Temiskaming Shores

And

**Her Majesty the Queen in Right of Ontario as Represented by the Minister of
Minister of Government and Consumer Services**

for the Rental of a Boat Slip at the Waterfront Marina
(OPP Boat Slip)

SECOND LICENCE EXTENSION AND AMENDING AGREEMENT

THIS LICENCE made in duplicate as of April 6, 2021; effective as of March 1, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the “**Licensor**”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

(the “**Licensee**”)

WHEREAS:

- A. By a licence agreement dated March 1, 2011 (the “**Original Licence**”), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (“**MOI**”) for a term of five (5) years commencing on March 1, 2011 and ending on February 29, 2016 (the “**Term**”), the premises more particularly described as B7, being the storage facilities and related equipment for one (1) boat measuring twenty-one (21) linear feet at the marina municipally known as 199 Riverside Drive, as further defined in the Original Licence (the “**Licensed Premises**”), on the lands municipally known as 1 Whitewood Avenue, in the City of Temiskaming Shores (formerly, the Town of New Liskeard), in the Province of Ontario (the “**Lands**”), as outlined in the aerial drawing in Schedule A and more particularly described in Schedule B attached thereto, in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Licence, the Licensee was entitled to extend the Term for one (1) additional term of five (5) years.
- C. Ontario Infrastructure and Lands Corporation (“**OILC**”) has been delegated MOI’s authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27.
- D. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI’s portfolio.
- E. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (“**MEDEI**”).
- F. MEDEI exercised its right to extend the Term in accordance with the terms of the Original Licence by a licence extension and amending agreement dated March 1, 2016 (the “**First Licence Extension and Amending Agreement**”), with an extension term commencing on March 1, 2016, and expiring on February 28, 2021 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- G. Pursuant to the terms of the First Licence Extension and Amending Agreement, MEDEI was entitled to extend the First Extension Term for one (1) additional term of five (5) years.
- H. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in

Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.

- I. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Licensee.
- J. The Licensee has now exercised its right to extend the First Extension Term in accordance with the terms of the Original Licence as amended and extended, with an extension term commencing on March 1, 2021 and expiring on February 28, 2026 (the “**Second Extension Term**”).
- K. The Original Licence, the First Licence Extension and Amending Agreement and this licence extension and amending agreement (the “**Second Licence Extension and Amending Agreement**”) are hereinafter collectively referred to as the “**Licence**”, except as specifically set out herein.
- L. The parties have agreed to extend and amend the Licence on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The Licence is hereby extended for a further term of five (5) years commencing on March 1, 2021 and ending on February 28, 2026, at an annual licence fee of Seven Hundred and Twenty-One Dollars and Thirty-Five Cents (\$721.35) (the “**Licence Fee**”), payable in advance in equal monthly instalments of Sixty Dollars and Eleven Cents (\$60.11) on the first day of each month during the Second Extension Term.

The annual Licence Fee is based on the length of the boat occupying the Licensed Premises measuring twenty-one (21) linear feet at the rate of Thirty-Four Dollars and Thirty-Five Cents (\$34.35) per linear foot per annum.

- 3. The extension contemplated pursuant to this Licence is subject to all the covenants and agreements contained in the Licence, as amended, renewed and extended from time to time, save and except:
 - (a) The Licensee shall be entitled to extend the Licence for two (2) further terms of five (5) years each (each a “**Further Extension Term**”). Each Further Extension Term shall be upon the same terms and conditions of the Licence except that there shall be no further right of extension and except for the Licence Fee, which shall for each Further Extension Term be based upon the market licence rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of each Further Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this Licence not less than six (6) months prior to the end of the Further Extension Term.
 - (b) Section 1.01(j) of the Original Licence is hereby amended to provide the following addresses for notice to the Licensor:

The Corporation of the City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Haileybury, Ontario P0J 1K0
Attention: Shelly Zubycck
Fax: (705) 672-3200
Tel: (705) 672-3363 ext. 4107

And in the case of notice to the Licensee:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3
Attention: Director, Legal (Leasing and Contract Management)
Fax: (416) 327-3376

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions – Director, Lease Administration – OILC
Fax: (416) 775-3989

- (c) In the Definitions section of the Original Licence, the definition of “Open Data” shall be inserted:

“**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.”

- (d) In the Definitions section of the Original Licence, the definition of “Open Data Directive” shall be inserted:

“**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (e) Section 9.02, Sublet or Assignment, shall be deleted in its entirety and replaced with the following:

**“Section 9.02
Sublet or Assignment**

- (A) Not to assign this Licence, sublet, part with or share possession of the Licensed Premises or any part thereof (in each case, a “**Transfer**”) without the prior written consent of the Licensor, such consent not to be unreasonably withheld, delayed or conditioned.
- (B) Despite the foregoing, the Licensor acknowledges and agrees the Licensee may, without the Licensor’s consent, change the Occupant of the Licensed Premises, in whole or in part, or sublet or assign this Licence to any of the following (each shall be referred to herein as a “**Permitted Transfer**” to a “**Permitted Transferee**”), namely, any municipal, provincial or federal (in each case to the extent applicable) (i) governmental agency, board or commission, (ii) ministry, (iii) Crown corporation, or (iv) department or Person affiliated with the Licensee or its Service Providers, and the Licensee shall be released from all its liabilities and obligations hereunder in the event of an assignment or sublet to a Permitted Transferee. The Licensor specifically acknowledges and agrees that the use or occupation of all or part of the Licensed Premises by any Permitted Transferee does not constitute an assignment or sublet and does not require the Licensor’s consent. The Licensor also acknowledges and agrees that, notwithstanding anything herein contained to the contrary, the Licensee may, without the

Licensor's consent, but upon notice to the Licensor, permit portions of the Licensed Premises to be used by the Licensee's Service Providers.

- (C) If the Licensor's consent is required for an assignment or sublicense, then the Licensor's consent shall be deemed to have been given unless the Licensor notifies the Licensee in writing of the reasons for the Licensor's disapproval within fifteen (15) days of receipt of the request. Notwithstanding anything to the contrary contained in this Licence, the Licensor shall be liable for any loss, damages, costs, and expenses incurred by the Licensee (including solicitors' fees on a substantial indemnity basis) in respect thereof as a result of the Licensor unreasonably withholding or unduly delaying its consent to an assignment, subletting or other transfer proposed by the Licensee hereunder. The Licensor also acknowledges and agrees that, notwithstanding anything herein contained, the Licensee may, without the Licensor's consent but upon notice to the Licensor, permit portions of the Licensed Premises to be used by the Licensee's Service Providers. With respect to any assignment or sublicense requiring the Licensor's consent, the Licensee will prepare and provide to the Licensor an assignment of licence or sublicense, as the case may be, on the Licensee's standard form, duly executed by the assignee or sublicensee, as the case may be.
- (D) Notwithstanding anything herein contained, the Licensee shall have the right upon any Transfer by way of sublicense to direct all rent and other sums payable by the Permitted Transferee under such sublicense to the Licensor rather than to the Licensee; provided, however, that the Licensee shall continue to remain liable for all licence fees and other sums payable hereunder in respect of the Licensed Premises which are demised under such sublicense and, to the extent necessary, shall pay to the Licensor any shortfall in such rent or other sums in the event that the amounts paid by the Permitted Transferee are less than the amounts required to be paid.
- (E) Any consent by the Licensor to a Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer."
- (f) Section 9.17, Construction Lien, shall be inserted as follows:

**"Section 9.17
Construction Lien**

Not to suffer or permit during the Term hereof any construction liens or other liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the interest of the Licensor in the Licensed Premises or the Lands, and that whenever and so often as any claim for lien is received by the Licensee or registered on title to the Lands, the Licensee shall, as soon as reasonably possible on the earlier of receiving notice of the claim or registration, procure the discharge or vacate thereof by payment or by giving security or in such other manner as is or may be required or permitted by law."

- (g) Section 9.18, Counterparts, shall be inserted as follows:

**"Section 9.18
Counterparts**

The parties agree that this Second Licence Extension and Amending Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed

counterpart of this Second Licence Extension and Amending Agreement by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Second Licence Extension and Amending Agreement.”

4. **GENERAL**

- (a) The Licensor and the Licensee hereby mutually covenant and agree that during the Second Extension Term and any Further Extension Term, as the case may be, they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Licence.
- (b) Except as otherwise specifically provided in this Second Licence Extension and Amending Agreement, all words and expressions used in the Original Licence shall apply to and be read as applicable to the provisions of this Agreement.
- (c) The provisions of this Licence shall be interpreted and governed by the laws of the Province of Ontario.
- (d) The Licensor acknowledges and agrees that the commercial and financial information in the Licence is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.
- (e) This Licence shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

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5. This Licence shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

EXECUTED by each of the parties hereto under seal on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this 6th day of April 2021.

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

Per: _____

Name:

Title:

Authorized Signing Officer

Dated this ____ day of _____, 20 ____.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer

The Corporation of the City of Temiskaming Shores
By-law No. 2021-054
Being a by-law to authorize an Agreement with Esri Canada
Limited for Asset Management Software

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

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

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

Whereas Council considered Administrative Report No. CS-015-2021 at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Esri Canada Limited, for the award of the Asset Management Software, for a total upset limit of \$95,784.00, plus applicable taxes, for consideration at the April 6, 2021 Regular Meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with Esri Canada Limited for Asset Management Software, at an upset limit of \$95,784.00, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule "A" to

By-law 2021-054

Agreement between

The Corporation of the City of Temiskaming Shores

And

Esri Canada Limited

for Asset Management Software

This agreement made this 6th day of April, 2021.

Between:

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

and

Esri Canada Limited
(hereinafter called “the Consultant”)

Witnesseth:

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

Article I:

The Consultant will:

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

**Corporation of the City of Temiskaming Shores
Asset Management Software
Request for Proposal No. CORP-RFP-001-2021**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **July 30th, 2021.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid, in the upset amount of **Ninety-Five Thousand, Seven-Hundred and Eighty-Four Dollars and Zero Cents (\$95,784.00)**, plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier,

facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

Esri Canada Limited

1191 Lansing Avenue – Unit 1
Sudbury, Ontario P3A 4C4

Attn.: Kyle Murdoch, Account Manager

The Owner:

City of Temiskaming Shores

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

The Director:

Director of Corporate Services

City of Temiskaming Shores

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

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of

Esri Canada Limited

Kyle Murdoch, Account Manager

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2021-054

Form of Agreement

The Corporation of the City of Temiskaming Shores

By-law No. 2021-055

**Being a by-law to Stop up and Close a Highway – Bond Street,
being legally described as PCL 21006 SEC SST; Bond Street,
PL M129NB BUCKE; Temiskaming Shores; District of
Timiskaming**

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

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

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

Whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

Whereas Council considered Administrative Report No. CS-016-2021 at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law for the Stopping Up and Closing of Bond Street, being PCL 21006 SEC SST; Bond Street, PL M129NB BUCKE; Temiskaming Shores; District of Timiskaming, for consideration at the April 6, 2021 Regular Council meeting.

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

1. That that Bond Street being legally described as PCL 21006 SEC SST; Bond Street, PL M129NB BUCKE; Temiskaming Shores; District of Timiskaming; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

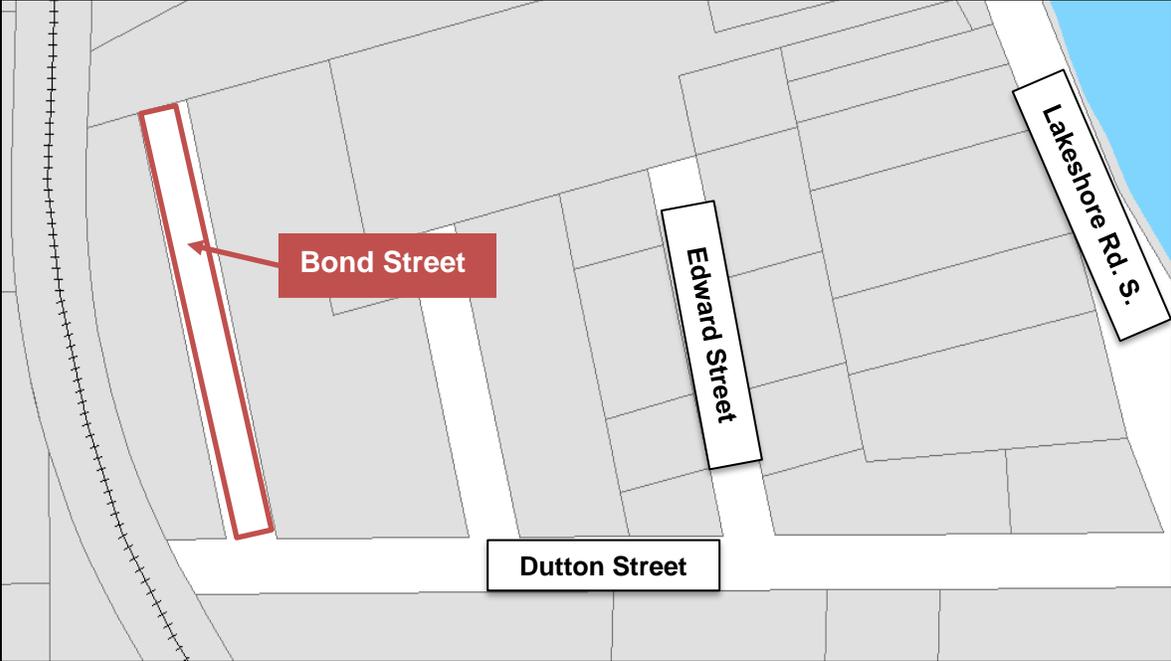
Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

Schedule “A”

City of Temiskaming Shores – Bond Street



The Corporation of the City of Temiskaming Shores

By-law No. 2021-056

Being a by-law to authorize the Sale of Land to Peter Huard and Tammy Huard being described as PCL 21006 SEC SST; Bond Street, PL M129NB BUCKE; Temiskaming Shores; District of Timiskaming

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

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

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

Whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-016-2021 at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard for municipal real property for consideration at the April 6, 2021 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Peter Huard and Tammy Huard as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.
3. That Council agrees to sell the subject land in the amount of **\$2,542.50**, plus applicable taxes and other such considerations outlined in the said agreement, for the land legally described as:

PCL 21006 SEC SST; Bond Street, PL M129NB BUCKE; Temiskaming Shores;
District of Timiskaming

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

Offer to Purchase

Peter Huard and Tammy Huard

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

PCL 21006 SEC SST; Bond Street, PL M129NB BUCKE; Temiskaming Shores;
District of Timiskaming

(herein called the "Real Property") at the purchase price of two-thousand, Five-Hundred and forty-two dollars and fifty cents (\$2,542.50) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void. Only the Vendor may waive this condition at its option.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before May 7, 2021 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for registration of documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the legal costs relating to the registration of the said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2021.

in the presence of:

Purchaser: ***Peter Huard and Tammy Huard***

Per:
Peter Huard

Purchaser's Address:

██████████
██████████
██████████

Per:
Tammy Huard

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2021.

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

Mayor - Carman Kidd

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Clerk – Logan Belanger

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

The Corporation of the City of Temiskaming Shores

By-law No. 2021-057

**Being a by-law to authorize the Purchase of Land from
Peter Huard and Tammy Huard, being Part 1, Part 2 and
Part 3 on Plan 54R-6193**

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

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

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

And whereas Council considered Administrative Report No. CS-016-2021 at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard as the vendor and the City of Temiskaming Shores as the purchaser for Part 1, Part 2 and Part 3 on Plan 54R-6193 for consideration at the April 6, 2021 Regular Council meeting.

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

1. That Council authorizes the entering into an Agreement of Purchase and Sale between Peter Huard and Tammy Huard as Vendor, and The Corporation of the City of Temiskaming Shores as Purchaser, in the form annexed hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to acquire lands legally described as: Part 1, Part 2 and Part 3 on Plan 54R-6193, Bucke Township in the District of Timiskaming in the amount of \$0.00 and other such considerations outlined in the said agreement.
3. That Council affirms that the Mayor and Clerk are authorized to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and all other documentation necessary to complete the transaction.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk

Schedule "A" Offer to Purchase

The Corporation of the City of Temiskaming Shores
(as "Purchaser"), having inspected the property, hereby agree to and with

Peter Huard and Tammy Huard
(as "Vendor")

to purchase the property legally described as:

Part 1, Part 2 and Part 3 on Plan 54R-6193

consisting of 0.2164 acres (875.739 m²), more or less

(herein called the "Real Property") at the purchase price of \$0.00 (zero dollars) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void. Only the Vendor may waive this condition at its option.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not

available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before May 7th, 2021 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Purchaser agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile and Electronic Transmission

Either party may execute this agreement by signing a facsimile or electronic transmission thereof. The parties agree that execution by any party of a facsimile or electronic transmission shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or electronic transmission of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile or electronic transmission signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or

- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for registration of documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2021.

in the presence of:

Purchaser: **City of Temiskaming Shores**

Per: _____
Mayor – Carman Kidd

Purchaser's Address:
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Dr
Haileybury, Ontario
P0J 1K0

Per: _____
Clerk – Logan Belanger

We have authority to bind the Corporation.
The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2021.

Vendor: **Peter Huard and Tammy Huard**

Peter Huard

Vendor's Address:

Tammy Huard

Purchaser's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

The Corporation of the City of Temiskaming Shores

By-law No. 2021-058

A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Fire Safety Grant between Her Majesty the Queen in Right of the Province of Ontario Represented by the Office of the Fire Marshal and the Corporation of the City of Temiskaming Shores

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; and

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

Whereas the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Memo 002-2021-PPP at the April 6, 2021 Regular Council meeting regarding the Transfer Payment Agreement for the Fire Safety Grant Program, and directed staff to prepare the necessary by-law for consideration at the April 6, 2021 Regular meeting; and

Whereas Council deems it expedient to enter into an Agreement with her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal for the Fire Safety Grant.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores the Transfer Payment Agreement for the Fire Safety Grant between Her Majesty the Queen in right of the Province of Ontario, represented by the Office of the Fire Marshal, and the City of Temiskaming Shores, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Fire Safety Grant Program.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule "A" to

By-law No. 2021-058

A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Fire Safety Grant between Her Majesty the Queen in Right of the Province of Ontario Represented by the Office of the Fire Marshal and the Corporation of the City of Temiskaming Shores

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

City of Temiskaming Shores

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

City of Temiskaming Shores

Click or tap here to enter text.

Date

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 Proof of Insurance. If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

requirements of such other agreement;

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$7,000.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C” PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

<insert a copy of the letter of intent from the municipality to outline proposed use of funds>

SCHEDULE “D”

BUDGET

Funding will be provided to the <insert municipality name> upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE "E"
REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-059

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Rotary Splash Pad Site Preparation and Servicing

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

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

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

Whereas Council considered Administrative Report No. PW-008-2021 at the April 6, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Rotary Splash Pad Site Preparation and Servicing, in the amount of \$176,380, plus applicable taxes, for consideration at the April 6, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute an agreement with Pedersen Construction (2013) Inc. for the Rotary Splash Pad Site Preparation and Servicing, in the amount of \$176,380, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule “A” to

By-law 2021-059

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Rotary Splash Pad Site Preparation and Servicing

This agreement made this 6th, day of April, 2021.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Pedersen Construction (2013) Inc.

(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described within this Agreement, in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal**

PW-RFP-003-2021 Rotary Splash Pad – Site Preparation and Servicing

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Manager of Environmental Services, all the work by **May 28, 2021**.
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One-Hundred and Seventy-Six Thousand, Three-Hundred and Eighty-Dollars and Zero Cents (\$176,380.00), plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Pedersen Construction (2013) Inc.
P.O. Box 2409
New Liskeard, Ontario
P0J 1P0

The Owner:

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

Attn.: Steve Burnett, Manager of Environmental Services

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Appendix 01 to
Schedule "A" to

By-law No. 2021-059

Form of Agreement

City of Temiskaming Shores

Rotary Splash Pad – Site Preparation and Servicing

PW-RFP-003-2021

Pedersen Construction (2013) Inc. RFP Package Contents

Stipulated Bid Price	Pg. #2
Non Collusion Agreement	Pg. #3
Conflict of Interest Declaration	Pg. #4
PCI Proposal Breakdown	Pg. #5
Schedule	Pg. #7
List of Subcontractors and Equipment	Pg. #8
Work Experience	Pg. #9
Project Organizational Chart	Pg. #10
Resumes	Pg. #11
WSIB Clearance Certificate	Pg. #23
Certificate of Insurance	Pg. #24





Rotary Splash Pad – Site Preparation and Servicing

PW-RFP-003-2021

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Pedersen Construction (2013) Inc.

(Registered Company Name/Individuals Name)

Of, 177246 Bedard Rd. New Liskeard, ON P0J 1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-6223

Fax Number (705) - 647-8851

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

Lump sum price before HST

\$ 176,380.00



City of Temiskaming Shores
PW-RFP-003-2021
Rotary Splash Pad – Site Preparation and Servicing

NON COLLUSION AFFIDAVIT

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

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

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

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

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

Signed 

Company Name Pedersen Construction (2013) Inc.

Title Karl Pedersen, President



City of Temiskaming Shores

PW-RFP-003-2021

Rotary Splash Pad – Site Preparation and Servicing

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

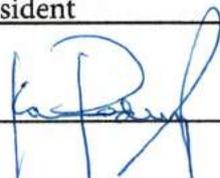
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at, New Liskeard this 31st day of March, ~~2020~~ 2021

FIRM NAME: Pedersen Construction (2013) Inc.

BIDDER'S AUTHORIZED OFFICIAL: Karl Pedersen

TITLE: President

SIGNATURE: 



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

March 31, 2021

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

Attention: Logan Belanger, Clerk

Tel: 705-672-3368

E-mail: tenders@temiskamingshores.ca

Dear Logan,

**PW-RFP-003-2021 "Rotary Splash Pad – Site Preparation and Servicing
Stage 1 – Splash Pad Excavation, Granulars, Insulation and Access Road
Stage 2 – Site Services and Package Sewage Lift Station
Closing: 2:00pm March 31, 2021"**

We hereby quote the following items.

Stage 1 – Splash Pad Excavation, Granulars, Insulation and Access Road

- Mobilize equipment and set up temporary construction fence and signage.
- Excavate approx. 2.3m deep for proposed splash pad footprint (to native ground) c/w dewatering.
- Supply and install Terrafix 270 geotextile and Terrafix BX2000 geogrid on bottom and sides of the excavation.
- Supply, place and compact approx. 1.7m depth of granular 'B' type 2 in excavation.
- Supply and install 150mm thick HI-40 styrofoam insulation under splash pad foot print.
- Supply, place and compact approx. 200mm of granular 'A' under proposed splash pad.
- Supply and install a 4m wide granular access road from Flemming Dr. to the proposed splash pad c/w culvert at Flemming Dr. ditch, 600mm of granular 'B', type 2 and 150mm of granular 'A'.
- Topsoil and seeding restoration by others.

Stage 1 Lump Sum = \$86,380.00

Stage 1 Notes:

- (1) HST Extra.
- (2) Seeding and topsoil restoration by the City of Temiskaming Shores.
- (3) Splash pad piping and concrete pad by others.
- (4) Supply and installation of splash pad features by others.
- (5) Excavation, Granular B-T2, subdrains and collection piping to package plant sewage lift station to be extra, if required.

Stage 2 – Site Services and Package Sewage Lift Station

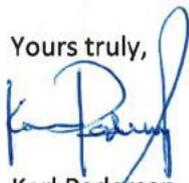
- Mobilize equipment and set up temporary construction signage.
- Supply and install 122m of 100mm PVC DR18 water line from Paget St. to the proposed 50mm water service connection c/w connection to the existing watermain at Paget St., granular chip bedding and cover material, native backfill and granular restoration to match existing granulars. Asphalt restoration by others.
- Supply and install (1) 100mm gate valve and box near the Paget St. connection.
- Supply and install cathodic protection for fittings and valve.
- Supply and install approx. 12m of 50mm PES160 water service from the 100mm end cap to the proposed water control center c/w (1) 50mm corporation brass main stop, (1) 50mm corporation brass curb stop and service box, cathodic protection, granular bedding and cover materials and reinforced concrete base for SPS control panel.
- Design and install an engineered concrete buoyancy slab for the Xylem lift station.
- Install (1) 1830mm I.D. package proposed lift station, supplied by others, c/w dewatering sumps, granular bedding, native backfill and reinforced concrete base for Xylem control panel.
- Mechanical and Electrical services for proposed lift station by others (OCWA).
- Supply and install 23m of 100mm PVC DR18 sanitary forcemain from the proposed lift station to the existing sanitary forcemain c/w connections, granular bedding and cover material, native backfill and cathodic protection.

Stage 2 Lump Sum = \$90,000.00

Stage 2 Notes:

- (1) HST Extra.
- (2) Asphalt restoration by the City of Temiskaming Shores.
- (3) Seeding and topsoil restoration by the City of Temiskaming Shores.
- (4) Sanitary forcemain repairs at Paget St. and Market St. to be at hourly plus material rates.
- (5) The 1800mm dia. Xylem package lift station to be supplied by others (CoTS).
- (6) Mechanical and Electrical for proposed lift station by others.
- (7) Water control center and splash pad piping by others.
- (8) Sheet piling cofferdams and dewatering (well points) extra, if required.

Stage 1 & Stage 2 Total = \$176,380.00

Yours truly,

Karl Pedersen
President



ID	Task Name	Duration	Start	Finish	10	12	14	16	18	20	22	24	26	28	30	2021 May 02	04	06	08	10	12	14	16	18	20	22	24	26	28			
1	Stage 1 - Excavation, Granulars, Insulation and Access Road	10 days	Mon 21 Apr 12	Fri 21 Apr 23	[Gantt bar from 10 to 24]																											
2	Mobilization / Temp. Construction Signage	2 days	Mon 21 Apr 12	Tue 21 Apr 13	[Gantt bar from 11 to 13]																											
3	Install Culvert and Access Road	2 days	Mon 21 Apr 12	Tue 21 Apr 13	[Gantt bar from 11 to 13]																											
4	Excavate for Splash Pad	3 days	Wed 21 Apr 14	Fri 21 Apr 16	[Gantt bar from 14 to 17]																											
5	Install Geotextile and Geogrid	2 days	Thu 21 Apr 15	Fri 21 Apr 16	[Gantt bar from 15 to 17]																											
6	Install Granular B, T2	2 days	Mon 21 Apr 19	Tue 21 Apr 20	[Gantt bar from 19 to 21]																											
7	Install 150mm of Styrofoam Insulation	1 day	Wed 21 Apr 21	Wed 21 Apr 21	[Gantt bar at 21]																											
8	Install 200mm of Granular A	2 days	Wed 21 Apr 21	Thu 21 Apr 22	[Gantt bar from 21 to 23]																											
9	Remove Temp. Construction Signage and Demobilize	1 day	Fri 21 Apr 23	Fri 21 Apr 23	[Gantt bar at 23]																											
10	Stage 2 - Site Services and Package Sewage Lift Station	10 days	Mon 21 May 17	Fri 21 May 28	[Gantt bar from 16 to 28]																											
11	Mobilization / Temp. Construction Signage	2 days	Mon 21 May 17	Tue 21 May 18	[Gantt bar from 17 to 19]																											
12	Install Package Sewage Lift Station	2 days	Mon 21 May 17	Tue 21 May 18	[Gantt bar from 17 to 19]																											
13	Install Control Pad for Lift Station	2 days	Tue 21 May 18	Wed 21 May 19	[Gantt bar from 18 to 20]																											
14	Install Sewage Forcemain	2 days	Tue 21 May 18	Wed 21 May ...	[Gantt bar from 18 to 20]																											
15	Install 100mm & 50mm Water Lines	4 days	Thu 21 May 20	Tue 21 May 25	[Gantt bar from 20 to 24]																											
16	Pressure Test and Chlorinate Water Lines	3 days	Wed 21 May 26	Fri 21 May 28	[Gantt bar from 26 to 29]																											
17	Restoration / Cleanup	3 days	Wed 21 May 26	Fri 21 May 28	[Gantt bar from 26 to 29]																											
18	Remove Temp. Construction Signage and Demobilize	1 day	Fri 21 May 28	Fri 21 May 28	[Gantt bar at 28]																											

City of Temiskaming Shores

Rotary Splash Pad – Site Preparation and Servicing

PW-RFP-003-2021

List of Proposed Subcontractors

Subtrade	Company Name	Address
Buoyancy Slab Design	Exp Services Inc.	36 Whitewood Ave, New Liskeard, ON
Quality Control Testing	Shaba Testing Services	77 Government Rd. E. Kirkland Lake, ON

List of Equipment

Plant, machinery and equipment for this project under Pedersen Construction (2013) Inc. control.

- 1) Caterpillar 336 Excavator
- 2) Caterpillar 320 Excavator
- 3) Caterpillar 930 Loader
- 4) John Deere 650 Bulldozer
- 5) Caterpillar D6 Bulldozer
- 6) Caterpillar 553 Smooth Drum Compactor
- 7) (4) Triaxle Dump Trucks
- 8) Mack Water Truck
- 9) Trench Box
- 10) Trimble GPS System

City of Temiskaming Shores

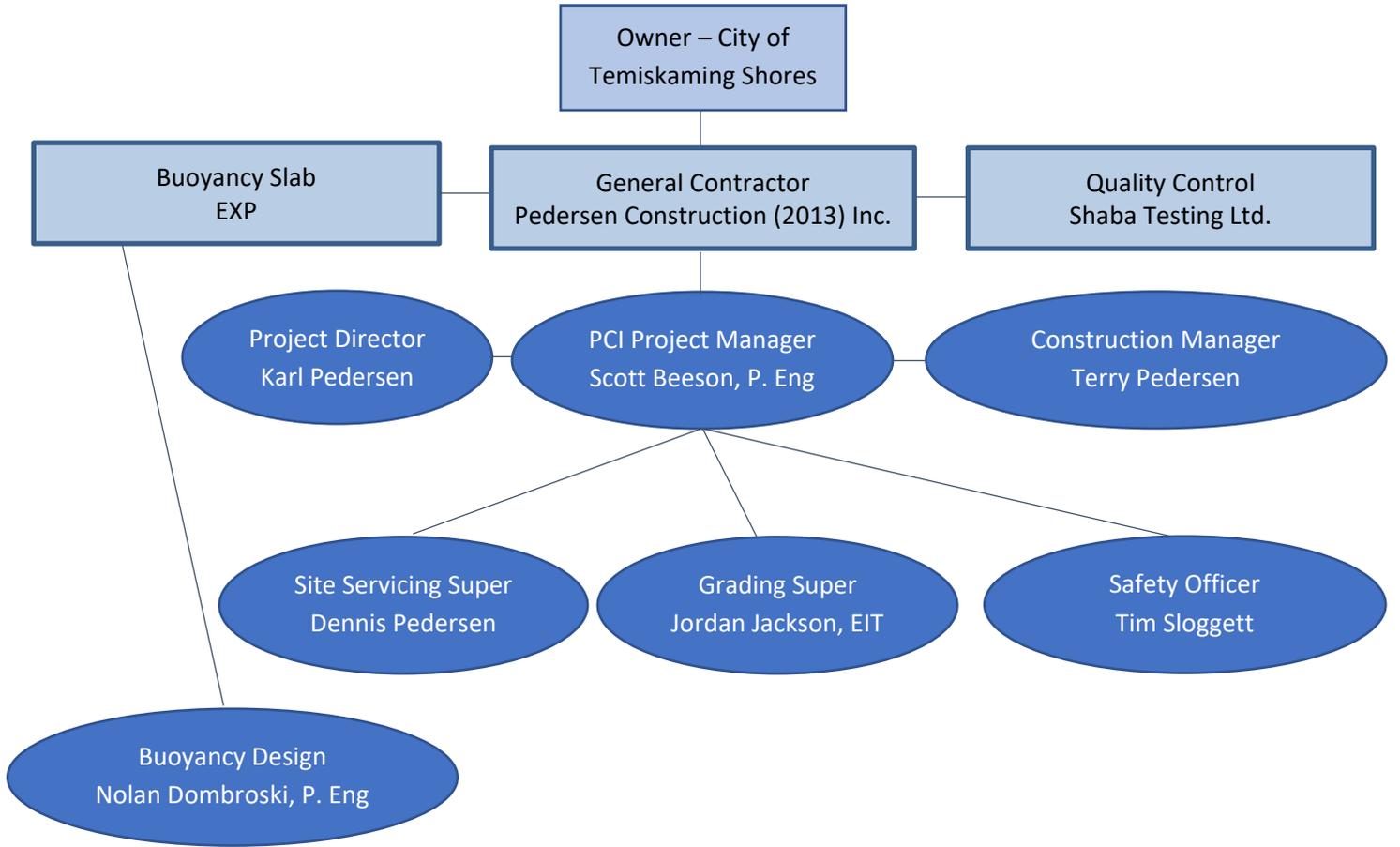
Rotary Splash Pad – Site Preparation and Servicing

PW-RFP-003-2021

Tenderer's Experience

Year	Description of Work	Work Performed For	Value
2020	Dymond Water Upgrades	City of Temiskaming Shores	\$700,000.00
2020	Temiskaming Lodge Sitework and Foundation	Jarlette Health Services	\$2,700,000.00
2020	Dymond Square Site Services and Street	Roger Breau	\$300,000.00
2020	Farr Creek Dam Rehabilitation	M.O.E.C.P.	\$600,000.00
2019-2020	Temiskaming Shores Seniors Housing Sitework	CGV Builders Inc.	\$2,800,000.00
2019-2020	Beach Gardens Subdivision Site Services and Street	Rivard Brothers	\$350,000.00
2019	New Agronomy Building Site Surcharge	University of Guelph	\$1,800,000.00
2017-2018	McCamus W.T.P. Iron Removal System	City of Temiskaming Shores	\$1,100,000.00
2016-2018	Robert St. SPS, Gray Rd. SPS, Lagoon Upgrades, Elm St. Reconstruction, Forcemain	City of Temiskaming Shores	\$8,200,000.00
2016-2017	North Cobalt Water Stabilization – Watermain and Reservoir Upgrades	City of Temiskaming Shores	\$1,950,000.00
2015	Armstrong St. & Hwy. 65W Upgrades – Sanitary Sewer and Water	City of Temiskaming Shores	\$2,000,000.00

Project Team Organization Chart



The Corporation of the City of Temiskaming Shores

By-law No. 2021-060

**Being a by-law to enter into an agreement with The
Timiskaming Health Unit for the lease of the Don
Shepherdson Memorial Arena Dry Floor for use as part
of the COVID-19 Vaccination Program**

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

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

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

Whereas Council considered Memo No. 006-2021-RS at the April 6, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Timiskaming Health Unit for the lease of the Don Shepherdson Memorial Arena Dry Floor for use as part of the COVID-19 Vaccination Program, at a rate of \$900/month for consideration at the April 6, 2021 Regular Council meeting; and

Whereas the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the with Timiskaming Health Unit for the COVID-19 Vaccination Program.

Now therefore the Council of the City of Temiskaming Shores enacts as follows:

1. That the Council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with the Timiskaming Health Unit for the lease of the Don Shepherdson Memorial Arena Dry Floor for the COVID-19 Vaccination Program, at a rate of \$900/month, from April 5, 2021 to September 30, 2021; a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Mayor and the Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-060

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Timiskaming Health Unit

for the lease of the Don Shepherdson Memorial Arena Dry Floor for use as part of the COVID-19 Vaccination Program

The Corporation of the City of Temiskaming Shores

- and -

The Timiskaming Health Unit

LEASE

Mathew Bahm
Director of Recreation
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

THIS LEASE Agreement made this 31st day of March 2021;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the Landlord”)

And:

Timiskaming Health Unit
(herein referred to as “the Tenant”)

Witnesses that in consideration of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain Lands situated in the City of Temiskaming Shores, in the District of Timiskaming, being the Don Shepherdson Memorial Arena Dry Floor, hereinafter referred to as the “Lands”. To hold the Lands for a term **commencing on the 5th day of April, 2021 and ending on the 30th day of September, 2021**. The rent in respect of the Lands shall be the sum of **\$900.00 + HST per month**, payable on the 1st day of each month. Rental payments shall be made to The Corporation of the City of Temiskaming Shores, or as otherwise directed by the Landlord.

It is acknowledged by both parties that the Lands are limited to the following areas: main arena floor surface, arena viewing stands, change rooms (hereinafter referred to as “the Premises”). The Main Lobby of the facility is not included in this agreement.

Section One - Tenant’s Covenants:

The Tenant covenants with the Landlord as follows;

- (a) **To pay rent** - to pay rent in the amount of \$900.00 plus HST per month; payable the first of each month.
- (b) **Term** - The term of the agreement shall be from April 5th, 2021 to September 30th, 2021.
- (c) **Compliance with by-laws** - to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Lands or the Premises; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Premises or any equipment or other facility used in connection with or appurtenant to the Lands provided that the use of any part of the Lands as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph.
- (d) **Maintenance and Repairs** - to permit the Landlord to enter and view the state of

repair and to repair, according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted. and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

- (e) **Waste** - not to suffer any waste or injury to the Premises, or any part thereof, and not to use or occupy the Premises, or any part thereof, or permit them to be used or occupied for an unlawful purpose.
- (f) **Insurance** - not to use the Premises or permit items to be used for any purpose which may render the insurance on the Premises void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$5,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage.
- (g) **Alterations, new structures** - except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Premises without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld provided the Tenant has fully complied with the terms, covenants and conditions of the lease.
- (h) **Replacement of damaged Premises** - in the event that the complete destruction of or damage to the Premises, or partial damage to the Premises, results in the Tenant's inability to reasonably carry on his business therein the Tenant is permitted to terminate this lease by providing notice to the Landlord within fifteen (15) days of the happening of the damage or destruction. If the Tenant chooses not to terminate the lease within fifteen (15) days from the damage or destruction, the Landlord shall begin the repair or replacement thereof and with due diligence, repair or reconstruct the Premises or replace the Premises with another Premises of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Landlord.
- (i) **View state of repair** - to permit the Landlord at all reasonable times to enter and view the state of repair of the Premises.
- (j) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;

- (k) **Nuisance** - not to do or permit a nuisance.
- (l) **Assignment** - not to sublet the Lands or any part thereof.
- (m) **Use of Premises** - not to permit the Premises to be used for any purpose other than to carry on the business of a vaccination clinic and not to carry on or permit to be carried on therein any other trade or business without the consent in writing of the Landlord.
- (n) **COVID-19** - To undertake all required COVID-19 measures for use of the Premises relating to the Province of Ontario’s COVID-19 Response Framework. Such requirements, including, but not limited to, screening of people entering the facility, ensuring mask usage and collecting information for contact tracing shall be the sole responsibility of the tenant.

Section Two - Landlord’s Covenants

The Landlord covenants with the Tenant as follows:

- (a) **Quiet enjoyment** - for the quiet enjoyment.
- (b) **Taxes** - to pay all property taxes and rates that may be levied against the Premises.
- (c) **Electricity and Water** - to pay for the electricity supplied to the premises and any water/sewer charges levied against the Premises.
- (d) **Heat** - to heat the Premises.
- (e) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Premises.
- (f) **Structural soundness** - to keep the Premises and common areas structurally sound and to look after any structural defects which may arise.
- (g) **Snow Removal** - The Landlord will be responsible for clearing snow in the walkways in front of the Premises as per the City’s regular winter maintenance schedule.
- (h) **Maintenance** - to be responsible for regular maintenance of the facility as decided by the landlord.
- (i) **Cleaning** - to provide regular cleaning of the premises including the provision of paper products for the washrooms. A cleaning schedule shall be mutually agreed upon by the Landlord and the Tenant.
- (j) **Keys** - to provide one (1) key to access the leased space.

Section Three - Provisos

- (a) **Renovating of fixtures** - At the expiry or earlier termination of the lease or any extension thereof, the Tenant may remove its fixtures and the fixtures of its subtenants and licensees and any persons claiming through them as long as the Tenant either compensates the Landlord for or repairs the damage resulting from the installation or removal of the fixtures.
- (b) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not constitute a waiver of the Landlord’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.
- (c) **Default provisions** - Whenever;
- (i) The Tenant defaults in the payment of any installment of rent, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
- (ii) The Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within thirty (30) days next after the giving of written notice by the Landlord to the Tenant, or if the term hereby granted is taken in execution or attachment, it is lawful for the Landlord to enter upon the Premises or any part thereof in the name of the whole and this shall be at the option of the Landlord and with or without entry may terminate the lease and all the rights of the Tenant with respect to the Lands shall be absolutely forfeited. If the condition complained of reasonably requires more time to cure than the thirty-day period aforesaid, the Tenant is deemed to have complied with the remedying thereof if the Tenant has commenced remedying or curing the condition within the thirty-day period and diligently thereafter completes the same. Upon termination of the lease, the Landlord shall not disturb the possession of any subtenant of the Premises pursuant to a sublease, or an agreement to sublease, as long as the subtenant is not in default in the performance of his obligation under the sublease or agreement to sublease.
- (d) **Bankruptcy of tenant** - The bankruptcy, insolvency or reorganization of the Tenant under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall not be deemed a breach of this lease as long as the provisions of this lease are otherwise complied with.
- (e) **Force Majeure** - Neither the Tenant or Landlord shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of

emergency, public health emergency, pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a “Force Majeure Event”), provided that a Force Majeure Event and the ongoing effects thereof shall not excuse any failure of Tenant to timely comply with any monetary obligations hereunder.

- (f) **Rent Abatement** - If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes the Tenant from constructing, renovating, opening or operating the permitted use at the Premises and the Tenant ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.
- (g) **Right of termination by the Landlord** - The Landlord shall have the right to terminate this lease forthwith by leaving upon the premises, or sent by ordinary mail to his usual place of business, thirty (30) days’ notice in writing of its intention, and thereupon any payments owing to the Tenant under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the Premises.
- (h) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease by providing thirty (30) days’ notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the Premises;
- (i) **Lease Extensions** - The Tenant shall have the right of renewing the lease on a month-to-month basis. Such extension(s) shall only be permitted if the Tenant is not in default and the Landlord agrees to the extension(s). The Tenant shall be required to give written notice of his intention to renew the lease on or before the 15th day of any month the lease is set to expire;
- (j) **Notices** - All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

and in the case of the Tenant addressed to the Tenant at:

Timiskaming Health Unit
43-247 Whitewood Ave
PO Box 1090
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (k) **Amendment** - This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (l) **Binding Effect** - The terms and provisions of this lease extend to, are binding upon and ensure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (m) **Captions** - The captions appearing at the headings of the paragraphs in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this lease or any of its provisions.

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

Signed and Sealed in
the presence of

Timiskaming Health Unit

Randy Winters, Director – Corporate Services

Municipal Seal

**Corporation of the City of Temiskaming
Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2021-061

Being a by-law to enter into an agreement with Greenview Environmental Management Limited for project tendering and construction contract administration for the Don Shepherdson Memorial Arena Accessibility Project

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

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

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

Whereas Council considered Administrative Report No. RS-008-2021 at the April 6, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Greenview Environmental Management Limited for project tendering and construction contract administration for the Don Shepherdson Memorial Arena Accessibility Project, in the amount of \$53,320, plus applicable taxes, for consideration at the April 6, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute an agreement with Greenview Environmental Management Limited for project tendering and construction contract administration for the Don Shepherdson Memorial Arena Accessibility Project, in the amount of \$53,320, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk



Schedule "A" to

By-law 2021-061

Agreement between

The Corporation of the City of Temiskaming Shores

and

Greenview Environmental Management Limited

for project tendering and construction contract administration for the Don
Shepherdson Memorial Arena Accessibility Project

This agreement made this 6th, day of April, 2021.

Between:

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

and

Greenview Environmental Management Limited
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

- a) Provide all material and perform all work described within this Agreement.
- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Director of Recreation, all the work by **August 15, 2021**.

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for services aforesaid, in the amount of Fifty-Three Thousand, Three-Hundred and Twenty Dollars and Zero cents (\$53,320.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by

facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

Greenview Environmental Management Limited
13 Commerce Court
Bancroft, Ontario
K0L 1C0

Attn.: Tyler Peters

The Owner:

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

Attn.: Mathew Bahm, Director of Recreation

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Appendix 01 to
Schedule "A" to

By-law No. 2021-061

Form of Agreement



Table 1

Date: February 26, 2021

Client: City of Temiskaming Shores
Project: Accessibility Upgrades - New Liskeard Arena

Detailed Contribution Matrix & Fee Summary

Task Description		Team Members						Total Fees	Total Disbursements	Total Costs
ID	Sub Task Description	PD \$170	SR ENG \$165	JR ENG \$130	CAD \$95	STECH \$95	ADM \$50			
1.0	Task 1 - Work Planning, Project Management								\$2,260	
1.1	Work Plan Review, Update & Subconsulting (M&E)	2	1		1		2	\$700		\$700
1.2	Project Initiations, Management, Coordination	8					4	\$1,560		\$1,560
2.0	Task 2 - Construction Document Updates & Tendering								\$13,650	
2.1	Construction Document Updates (Drawings & Specifications) & Coordination	1	10		8		2	\$2,680	\$2,190	\$4,870
2.2	Construction Tender Preparation	1	1	8	4		4	\$1,955	\$600	\$2,555
2.3	Pre-Tender Site Meeting	14		2				\$2,640	\$765	\$3,405
2.4	Technical Review/Support During Tendering Period	4	1	4				\$1,365	\$550	\$1,915
2.5	Review Tenders & Issue Recommendation for Award	1	1	4			1	\$905		\$905
3.0	Task 3 - Construction Contract Administration & OBC General Review								\$37,410	
3.1	Prepare & Coordinate Formal Contract Documents for Execution	1		2			2	\$530	\$100	\$630
3.2	Construction Initiation Meeting	14						\$2,380		\$2,380
3.3	Facilitate Bi-Weekly Construction Progress Meetings (8 Weeks, Assume 5 Meetings, On-site)	10		70				\$10,800	\$3,825	\$14,625
3.4	OBC General Review (All Disciplines)	2.5		10				\$1,725	\$8,210	\$9,935
3.5	Facilitate RFIs, Contract Changes	4	2	4				\$1,530		\$1,530
3.6	Payment Certification & Substantial Performance Review	4		8				\$1,720		\$1,720
3.7	Commissioning, Training, Deficiency & Close-Out Review	2		18				\$2,680	\$750	\$3,430
3.8	Warranty Review (12 month)			14				\$1,820	\$1,340	\$3,160
Staff Resource Summary		58.5	15	144	12	0	9	\$32,730	\$18,330	
Total (excluding HST)										\$53,320

Notes:

The Corporation of the City of Temiskaming Shores

By-law No. 2021-063

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on April 6, 2021

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **April 6, 2021**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 6th day of April, 2021.

Mayor

Clerk