



**The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, November 21, 2023 – 6:00 p.m.  
City Hall – Council Chambers – 325 Farr Drive**

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**Agenda**

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

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

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

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

None

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

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Council Meeting – October 17, 2023;
- b) Committee of the Whole Meeting - November 7, 2023; and
- c) Special Council Meetings – October 27, 2023 and November 13, 2023.

**9. Presentations / Delegations**

- a) Temiskaming Health Unit - Lorna Desmarais, Public Health Promoter and Jesse Foley, Councillor and Board of Health Vice Chair

**Re:** Local Public Health and Municipalities

- b) Bill Ramsay - On behalf of Friends of the Waterfront

**Re:** Expression of Interest regarding the possible sale of the New Liskeard Marina Property

- c) Rivard Bros. Ltd., Jeff St-Cyr and Daniel Tache, President of Tache Construction

**Re:** Development Proposal in response to Expression of Interest No. CS-EOI-001-2023

- d) Duff Ryan, Project Designer and Project Lead - Ryan Company Architect Inc.

**Re:** Development Proposal in response to Expression of Interest No. CS-EOI-001-2023

**10. Correspondence/ Communications**

- a) Town of Rainy River

**Re:** Resolution regarding Expanding Water Treatment Training Opportunities, 2023-10-10

**Reference:** Received for Information

- b) Township of Archipelago

**Re:** Resolution regarding Cigarette Producer Responsibility, 2023-10-13, 2023

**Reference:** Received for Information

- c) Town of Aurora

**Re:** Resolution regarding Cannabis Retail Applications, 2023-10-30

**Reference:** Received for Information

- d) Melanie Ducharme, Executive Director - Pavilion Women's Centre

**Re:** Proclamation Request on November 25, 2023 regarding the 2023 Wrapped in Courage Campaign, 2023-10-31

**Reference:** Proclamation presented under Section 14 – New Business

- e) Elizabeth Morland, on behalf of the Timiskaming Active School Travel Steering Committee, Public Health Promoter and Active School Travel Facilitator- Timiskaming Health Unit

**Re:** Timiskaming's Walk 'N Roll Program Recommendations, 2023-11-03

**Reference:** Referred to the Director of Recreation and the Manager of Transportation Services

- f) Tricia Weltz, Director of Education - Northeastern Catholic District School Board

**Re:** 2023-2028 Multi-Year Strategic Plan, 2023-11-06

**Reference:** Received for Information

- g) Municipality of Wawa

**Re:** Resolution Regarding Amendment to Allow Digital Publications as an Acceptable Means of Publication and Notice Requirements for Provincial Acts and Regulations, 2023-11-07

**Reference:** Received for Information

- h) Municipality of Wawa

**Re:** Resolution regarding Support for Bill C-310, and Amendments to Income Tax Act to Increase Tax Credits for Volunteer Firefighters, 2023-11-07

**Reference:** Received for Information

- i) Virginia Montminy, Clerk – Township of Ewanturel

**Re:** Resolution regarding Preparation of Bill Regarding Passing on Double/Two Solid Yellow Lines, 2023-11-09

**Reference:** Received for Information

- j) Michelle Dunne, Clerk – Dufferin County

**Re:** Gender-Based Violence and Intimate Partner Violence, 2023-11-10

**Reference:** Received for Information

- k) District of Timiskaming Social Services Administration Board (DTSSAB)

**Re:** DTSSAB Quarterly Report – Q3 – 2023 July 1<sup>st</sup> to September 30<sup>th</sup>, 2023

**Reference:** Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the New Liskeard Business Improvement Area Board of Management meetings held on September 27, 2023 and on October 16, 2023;
- b) Minutes of the District of Timiskaming Social Services Administration Board (DTSSAB) meetings held on June 28, 2023, September 20, 2023 and on October 25, 2023;
- c) Minutes from the Temiskaming Shores Public Library Board meeting held on September 27, 2023;
- d) Minutes from the Temiskaming Transit meeting held on October 19, 2023; and
- e) Minutes from the Timiskaming Health Unit Board of Health meetings held on September 6, 2023 and on October 11, 2023.

**12. Reports by Members of Council**

**13. Notice of Motions**

**14. New Business**

- a) **Town of Midland – Resolution of Support – “Catch and Release” Justice in Ontario (Correspondence from the October 17, 2023 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the Town of Midland adopted a resolution regarding “catch and release” justice in the Ontario legal system, at their regular meeting on September 6, 2023.

Be it resolved that Council for the City of Temiskaming Shores supports the Town of Midland’s call on the Federal and Provincial Governments to request for meaningful improvements to the current state of “catch and release” justice in the Ontario legal system; and

That Police Services across Ontario are exhausting time and resources to manage the repeated arrests of the same offenders, which in turn, is impacting their morale, and ultimately law-abiding citizens who are paying the financial and emotional toll of this system; and

Further that a copy of this resolution be sent to the Senate of Canada; the Honourable Doug Ford, Premier of Ontario; and the Town of Midland.

- b) **Resolution of Support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part) (Correspondence from the October 17, 2023 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the City of Temiskaming Shores received correspondence from Catherine Fife, MPP Waterloo, regarding a request for support Bill 21 Fixing Long-Term Care Amendment Act (Till Death Do Us Part); and

Whereas older adults deserve dignity in care and should have the right to live with their partner as they age; and

Whereas within the Province of Ontario, couples do not have the right to be accommodated together when entering long term care facilities; and

Whereas the separation of spouses upon entering long term care facilities is a common occurrence across Ontario; and

Whereas Bill 21, Fixing Long-Term Care Amendment Act (Till death do us part), was first introduced in the provincial legislature in 2019, and was reintroduced in 2022; and

Whereas Bill 21 amends the Residents' Bill of Rights set out in Section 3 of Fixing Long-Term Care Act 2021, by adding the right of residents not to be separated from their spouse upon admission, and to have accommodation made available for both spouses so they may continue to live together; and

Whereas Bill 21 passed its second reading in the provincial legislature on November 15, 2022, and was subsequently referred to the Standing Committee on Social Policy, and has since yet to be called to the Standing Committee.

Be it resolved that Council for the City of Temiskaming Shores supports Bill 21 Fixing Long-Term Care Amendment Act, and requests the provincial legislature to call Bill 21 Fixing Long-Term Care Amendment Act to the Standing Committee on Social Policy, so that it may progress closer to its Third Reading; and

Further that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Stan Cho, Minister of Long-Term Care, and Catherine Fife, MPP Waterloo.

c) **Proclamation - International Day for the Elimination of Violence Against Women (Correspondence Item No. 10 d.)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas violence continues to be the greatest gender inequality rights issue for women, girls and gender-diverse individuals; and

Whereas November is Woman Abuse Prevention Month; and

Whereas November 25th the International Day for the Elimination of Violence Against Women; and

Whereas Femicide rates are on the rise in Ontario, with over 46 femicides in Ontario since November 26th, 2022; and

Whereas our community is committed to ending femicide and all forms of gender-based violence; and

Whereas Indigenous, Black, South Asian and South East Asian women and girls continue to experience high rates of violence, including femicide, and were overrepresented within the Ontario Association of Interval and Transition Houses' 2021-2022 Annual Femicide List; and

Whereas last year in Ontario, on average every 7 days a woman or child lost their lives due to femicide; and

Whereas in four of the last five years, at least one woman from the District of Timiskaming was the victim of femicide; and

Whereas this month and throughout the 16 Days of Activism Against Gender-Based Violence, we acknowledge our community's support of the Wrapped in Courage campaign and commitment to ending gender-based violence; and

Whereas there is an urgent need for greater investment and action to end gender-based violence in our community and throughout Ontario; and

Whereas it is recognized that the courage of a woman alone is not enough, it takes an entire community to end gender-based violence.

Therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims November 25<sup>th</sup>, 2023 as The International Day for the Elimination of Violence Against Women, and urge all citizens to recognize this day by acting to support survivors of gender-based violence.

d) **Administrative Report No. CS-042-2023 – Zoning By-law Amendment (ZBA-2023-02) for Temiskaming Lodge on behalf of Pedersen Materials Ltd.; east of 144 Drive In Theatre Road**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-042-2023;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154, to permit the zone change from Development (D) to Community Facilities Exception 2 (CF-2), and to amend the provisions of the CF-2 zone; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154, for consideration at the November 21, 2023 Regular Council meeting.

e) **Memo No. 002-2023-PPP – 2023 Community Emergency Preparedness Grant Application**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2023-PPP; and

That Council directs staff to submit an application to the Community Emergency Preparedness Grant in the amount of \$50,000, to apply for the purchase of portable radios, and an enclosed trailer for the purpose of transporting equipment.

**15. By-Laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2023-114      Being a by-law to amend By-law No. 2022-016 to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials (oils, oil filters and antifreeze) collected as part of the Household Hazardous Waste Collection Event

By-law No. 2023-115      Being a by-law to amend By-law No. 2023-037 to enter into an agreement with Grass King Inc. for Asphalt Markings and Symbol Painting Services – One Year Extension

By-law No. 2023-116      Being a by-law to enter into an agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre

By-law No. 2023-117      Being a by-law to enter into a Lease Agreement with the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena (December 1, 2023, to November 30, 2028)

By-law No. 2023-118      Being a by-law to enter into an agreement with WF Group Inc. for the Building Decarbonization Feasibility Study

- By-law No. 2023-119      Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041)
- By-law No. 2023-120      Being a By-law to amend By-law No. 2017-154 to rezone property from the Development (D) Zone to the Community Facilities Exception 2 (CF-2) Zone and to amend the provisions of the CF-2 Zone to allow for the future use of the property
- By-law No. 2023-121      Being a by-law of The Corporation of the City of Temiskaming Shores to Authorize the Borrowing upon serial debentures in the principal amount of \$635,756.78 towards the cost of 2021 roads program, backhoe

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

Draft Resolution

Moved by:      Councillor  
Seconded by:    Councillor

Be it resolved that:

- By-law No. 2023-122      Being a by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

**16. Schedule of Council Meetings**

- a) Special Committee of the Whole Meeting – November 28, 2023 starting at 3:00 p.m. (Budget Meeting)
- b) Committee of the Whole Meeting – December 5, 2023 starting at 3:00 p.m.
- c) Regular Council Meeting – December 19, 2023 starting at 6:00 p.m.

**17. Question and Answer Period**

**18. Closed Session**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

- a) Under Section 239(2)(k) of the Municipal Act, 2001 – position, plan, procedure, criteria or instruction in negotiations – Animal Control.

**19. Confirming By-law**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2023-123** 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 **November 21, 2023**, and its Special meetings held on **October 27, 2023** and on **November 13, 2023**, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

**20. Adjournment**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, October 17, 2023 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Land Acknowledgement**

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

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

**2. Call to Order**

The meeting was called to order by Mayor Laferriere at 6:02 p.m.

**3. Roll Call**

Council:	Mayor Jeff Laferriere; Councillors Jesse Foley, Melanie Ducharme, Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson
Present:	Amy Vickery, City Manager Logan Belanger, Municipal Clerk Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation Brad Hearn, Information Systems & Technology Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Steve Langford, Fire Chief Rebecca Hunt, Library CEO Stephanie Leveille, Treasurer
Regrets:	N/A

Media: 2  
Delegates: Adam Lamont, Telecom at Crown Capital Partners Inc. (Virtual)  
Jacob Hanlon, Food Cycle Science Corporation (Virtual)  
Steve Acland, Kemp, Elliott and Blair, LLP  
Brigid Wilkinson, Temiskaming Shores Library Board Chair  
Members of the Public: 1

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

None

**5. Approval of Agenda**

*Resolution No. 2023-337*

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

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

**Carried**

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

None

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

None

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

*Resolution No. 2023-338*

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

a) Regular Council Meeting – September 19, 2023; and

- b) Committee of the Whole Meeting - October 3, 2023.

**Carried**

## **9. Presentations / Delegations**

- a) Adam Lamont, Vice President with Telecom at Crown Capital Partners Inc.

**Re:** Highspeed Internet Access/ Fibre Optic Internet

Adam Lamont, VP of Telecom at Crown Capital Partners Inc., virtually presented a PowerPoint related to Community Network Partners Inc. Next Generation Broadband project, to service rural and remote areas of Canada. Mr. Lamont discussed broadband access in rural communities, the benefits of high-speed internet access to elevate the digital economy, and reviewed the milestones achieved to date and those that are upcoming through April 2024 in North Cobalt, Haileybury and New Liskeard. Mr. Lamont concluded the presentation by requesting Council direct questions regarding the project and services to them from residents.

Councillor Whalen inquired if this project was part of the Province of Ontario's bid process from 2022, and if it is similar to Telus. Mr. Lamont clarified that this is part of the Province's bid process and that the internet is not delivered by satellite, that it is fibre from end-to-end.

Councillor Whalen inquired if the service includes last-mile infrastructure. Mr. Lamont noted that the intent is to include that infrastructure within a certain period of time, subject to permissions from customers.

Mayor Laferriere thanked Mr. Lamont for the presentation.

- b) Jacob Hanlon, Municipal Program Coordinator, Food Cycle Science Corporation

**Re:** Food Waste Diversion Program

Jacob Hanlon with Food Cycle Science Corporation, virtually presented a PowerPoint related to their Food Waste Division Project. Mr. Hanlon began the presentation by providing background information on their company, and reviewed current their Canadian municipal partnerships. Mr. Hanlon provided statistics related to food waste, the impact on municipalities and barriers to solving the problem. Food Cycle Science Corporation developed a solution by developing a household appliance (available in two sizes) to reduce food waste, then reviewed the beneficial uses of the by-product (a dry, sterile, odourless and nutrient rich biomass), and the overall economic impact.

Mr. Hanlon discussed how the pilot program works from start to finish, the associated programs costs (including a municipal subsidy), and the results of the pilot projects and associated testimonials from pilots completed to date.

Councillor Pelletier-Lavigne inquired about the lifespan of the appliance. Mr. Hanlon noted that the smaller machine has a lifespan of five to seven years, and the larger machine from seven to 10 year, as well as discussed warranty.

Mayor Laferriere thanked Mr. Hanlon for his presentation, and advised that it will be referred to staff for the preparation of an administrative report for consideration at a future Committee of the Whole meeting.

- c) Steve Acland, Kemp, Elliott and Blair, LLP and Stephanie Leveille, Treasurer

**Re: 2022 Audited Financial Statements**

Steve Acland, Partner with Kemp, Elliott and Blair, LLP reviewed that their firm audited the consolidated financial statements for the City, which is comprised of the consolidated statement of financial position as at December 31, 2022, and the consolidated statements of operations, change in net financial assets (net debt) and cash flows for 2022, and notes to the financial statements, including a summary of significant accounting policies.

Mr. Acland noted the consolidated financial statements present fairly, in all material respects, the financial position of the City of Temiskaming Shores as at December 31, 2022, and the results of its operations, change in net financial assets (net debt) and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Mr. Acland proceeded to review certain aspects of the audited statements using a slide deck, which included financial assets, liabilities, non-financial assets, revenues and expenditures, and the change in net financial assets (net debt), cash flows and accumulated surplus for 2022.

Mayor Laferriere thanked Mr. Acland for the presentation.

Resolution No. 2023-339

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt and approves the 2022 Consolidated Financial Statements for the City of Temiskaming Shores as prepared by the firm of Kemp, Elliott and Blair L.L.P. – Chartered Accountants; and

That Council directs the Treasurer to provide public notice that a copy of the 2022 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act, 2001.

**Carried**

**10. Correspondence/ Communications**

- a) Hydro One Networks Inc. Forestry Services

**Re:** 2024 Vegetation Maintenance Program, August 2023

**Reference:** Received for Information

- b) Office of the Fire Marshal Communique

**Re:** Interpretation of s. 6(3) of the Fire Protection and Prevention Act, 2023-09-06

**Reference:** Received for Information

- c) Nerissa Doy and Matthew Krul, Residents

**Re:** Application to Purchase Municipal Land, 2023-09-18

**Reference:** Referred to the Clerk to process in accordance with By-law No. 2015-160, Policy for the Disposal of Real Property

- d) Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO)

**Re:** Local Government Week, October 15-21, 2023

**Reference:** Proclamation presented under Section 14 – New Business

- e) District of Timiskaming Social Services Administration Board (DTSSAB)

**Re:** DTSSAB Quarterly Report, Q2 – 2023, April 1<sup>st</sup> to June 30<sup>th</sup>

**Reference:** Received for Information

- f) Northern Ontario Service Deliverers Association (NOSDA)  
**Re:** NOSDA 2023 Annual General Meeting  
**Reference:** Received for Information
  
- g) Sherri Edgar, Municipal Clerk - Town of Midland  
**Re:** Resolution for Support – “Catch and Release” Justice in Ontario, 2023-09-08  
**Reference:** Received for Information  
**Note:** Councillor Foley requested this item be returned for Council consideration.
  
- h) Brian Smith, Mayor - Town of Wasaga Beach  
**Re:** Resolution for Support – Illegal Car Rallies, 2023-09-28  
**Reference:** Received for Information
  
- i) Jill Vienneau, Assistant Deputy Minister – Infrastructure Programs and Projects Division  
**Re:** Administrative Penalties Regulation under the Building Broadband Faster Act, 2021 (BBFA), 2023-10-06  
**Reference:** Received for Information
  
- j) Phil Whitton, Superintendent – Commander Municipal Policing Bureau (OPP)  
**Re:** 2024 Annual Billing Statement  
**Reference:** Referred to the Treasurer and Police Services Board
  
- k) Earlton-Timiskaming Regional Airport Authority (ETRAA)  
**Re:** Manager Reports for the Months of May to August 2023  
**Reference:** Received for Information

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

**Re:** Financials for the months of May to August 2023

**Reference:** Received for Information
  
- m) Sic Sox Circular Ltd.

**Re:** Indigenous Startup Company – Textile Recycling Program

**Reference:** Referred to the Manager of Environmental Services
  
- n) Catherine Fife, Waterloo MPP and Finance & Treasury Board Critic

**Re:** Requesting Support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022

**Reference:** Received for Information

**Note:** Councillor Pelletier-Lavigne requested this item be returned for Council consideration.
  
- o) Temiskaming Shores Public Library Board

**Re:** Support Resolution – Improvement of Provincial Funding to Public Libraries

**Reference:** Motion presented under Section 14 – New Business
  
- p) Board of Health for the Timiskaming Health Unit

**Re:** Support Resolution – Municipal Expense Allocation, 2023-10-13

**Reference:** Motion presented under Section 14 – New Business
  
- q) Federation of Canadian Municipalities (FCM) – Green Energy Fund

**Re:** Successful Funding Application up to \$160,000, to Establish a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the City of Temiskaming Shores

**Reference:** Funding Agreement presented under Section 15 – By-laws

Resolution No. 2023-340

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

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

**Carried**

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

Resolution No. 2023-341

Moved by: Councillor Ducharme

Seconded by: Councillor Foley

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

- a) Minutes of the Committee of the Adjustment meeting held on July 26, 2023;
- b) Minutes of the Earleton-Timiskaming Regional Airport Authority (ETRAA) meeting held on May 18, 2023; and
- c) Minutes from the Temiskaming Shores Public Library Board meeting held on June 28, 2023.

**Carried**

**12. Reports by Members of Council**

Councillor Pelletier-Lavigne thanked Mayor Laferriere for organizing the training with Wayne Mckenzie from the Timiskaming First Nation in advance of the National Day for Truth and Reconciliation.

Mayor Laferriere updated that the Haileybury Fire Hall grand opening occurred on Friday, October 13<sup>th</sup>, followed by an open house and barbeque on October 14<sup>th</sup>. Congratulations were extended to the Fire Chief and the team, and the Director of Recreation for overseeing the project.

Mayor Laferriere updated that he and the City Manager attended the first Community Safety and Well-Being Plan committee meeting, which was well attended, and noted that a governing committee will be established for implementation. Lastly, Mayor Laferriere asked members of Council to consider their interest in attending the ROMA conference held in Toronto in January 2024, and to advise staff should they wish to attend.

**13. Notice of Motions**

None

**14. New Business**

- a) **Vision Zero Road Safety Charter (Notice of Motion from Councillor Wilson from the September 19, 2023 Regular Council Meeting)**

Resolution No. 2023-342

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Whereas the principles of Vision Zero were first implemented in Sweden in 1997 and these principles are based on safe system road design, and many other jurisdictions around the world and across Canada have adopted Vision Zero including the Netherlands, Ireland, Norway, Denmark, Australia, New Zealand, Montreal, Edmonton, Toronto, Kingston among many others; and

Whereas it is inevitable that humans will make mistakes when using the road network, and safe system design principles reduce the kinetic energy or crashes that occur when these mistakes are made, and thereby drastically increase the chance of survival for those involved in a crash; and

Whereas Council for the City of Temiskaming Shores supports the fundamental message of Vision Zero: fatalities and serious injuries on our roads are unacceptable and preventable, and efforts must be taken to reduce traffic-related deaths and injuries to ZERO; and

Whereas safe roads and streets are a vital component of a livable and successful community; and

Whereas Vision Zero is a strategy supported by Safe Systems policies to eliminate traffic fatalities and serious injuries while increasing safety, health and equitable mobility for all road users.

Therefore, be it resolved that Council for the City of Temiskaming Shores directs staff to investigate the development of a Vision Zero Road Safety Charter (Action Plan), to guide the design and management of a safe transportation network, with the goal of making City roads and streets safer for all road users; and

Further that staff present their findings in an administrative report at future Committee of the Whole meeting for Council consideration.

**Carried**

b) **Township of Matachewan - Resolution of Support - Legislation to Strengthen Municipal Codes of Conduct and Compliance (Correspondence from the September 19, 2023 Regular Council Meeting)**

Resolution No. 2023-343

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Whereas the Council for the Township of Matachewan adopted a resolution regarding legislation to strengthen municipal codes of conduct and compliance, at their regular meeting on August 16, 2023; and

Whereas all Ontarians deserve and expect a safe and respectful workplace; and

Whereas municipal governments, as democratic institutions, directly engage with Ontarians and need respectful discourse; and

Whereas several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils; and

Whereas these incidents seriously and negatively affect the people involved and lower public perceptions of local governments; and

Whereas municipal Codes of Conduct are helpful tools to set expectations of council member behaviour; and

Whereas municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct.

Be it resolved that Council for the City of Temiskaming shores supports the Township of Matachewan's call to the Association of Municipalities of Ontario, for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and associated compliance in consultation with municipal governments; and

That the legislation encompasses the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment;
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario;
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province;

- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner; and
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office; and

That this legislation be prioritized for the fall of 2023 given the urgency of this issue; and

Further that this resolution be sent to the Premier of Ontario; the Minister of Municipal Affairs and Housing; the Associate Minister of Women's Social and Economic Opportunity; the MPP for Timiskaming-Cochrane; AMO; and the Township of Matachewan.

**Carried**

c) **The City of Clarence-Rockland - Resolution of Support - Third-party study of the Ottawa River (Correspondence from the September 19, 2023 Regular Council Meeting)**

Resolution No. 2023-344

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Whereas the Council for the City of Clarence-Rockland adopted a resolution regarding a third-party study of the Ottawa River, at their regular meeting on July 12, 2023; and

Whereas the Ottawa River spring freshet period has been unstable over the last 7 years due to management challenges as a result of Climate Change and development occurring within its basin; and

Whereas major flooding has occurred in 2017, 2019 and 2023, impacting numerous residents and municipalities alike; and

Whereas Municipalities along the Ottawa River are concerned with the freshet period and the inability to manage the river, and its impacts to residents and municipalities; and

Whereas a comprehensive study must be undertaken to develop the appropriate management tools and practices to reduce the occurrences of flooding of the Ottawa River.

Be it resolved that Council for the City of Temiskaming Shores supports the City of Clarence-Rockland's petition to the Minister of Public Safety of Canada to conduct a third-party study of the Ottawa River and its tributaries and basins, to

provide the Ottawa River Planning Board better tools to adapt the river to the influence of climate change and from the impact of development; and

That Council requests a cross-border consultation board representing the municipalities in support of this petition be created, to oversee the scope of work of the study and to provide input into proposed implementation options; and

Further that a copy of this resolution be sent to the Minister of Public Safety of Canada and the City of Clarence-Rockland.

**Carried**

d) **Proclamation – Local Government Week in Ontario (Correspondence Item No. 10 d.)**

Resolution No. 2023-345

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Whereas October 15 to 21, 2023 is Local Government Week in Ontario, an opportunity to reflect on the vital services delivered by municipal governments; and

Whereas municipal governments play a vital role in helping to define the character, priorities, physical make up, and quality of life of communities across Ontario.

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges and celebrates the work of local municipalities by proclaiming October 15 to 21, 2023 as 'Local Government Week' in the City of Temiskaming Shores.

**Carried**

e) **Temiskaming Shores Public Library Board – Resolution of Support for the Improvement of Provincial Funding to Public Libraries (Correspondence Item No. 10 o.)**

Resolution No. 2023-346

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Whereas the Temiskaming Shores Public Library Board adopted a resolution regarding improvement to provincial funding for public libraries at their meeting on September 28, 2023; and

Whereas public libraries provide valuable services to their own and surrounding communities, schools and indigenous neighbours and contribute to maintaining French language service and opportunities in Ontario Francophone communities; and

Whereas these services have expanded far beyond books and magazines, and include services such as study and meeting areas, proctoring exams, internet access, e-resources, technology help, literacy programs, lending of snowshoes, radon detectors, wifi hotspots, Ontario park passes, municipal pool passes, walking poles, board games, puzzles, CO<sub>2</sub> monitors, and other items of use; and

Whereas public libraries are increasingly called upon to provide nontraditional services such as being warming and cooling centres and partnering to provide community fridge and food bank amenities in the absence of these services being provided by government facilities with appropriate training and resources.

Be it resolved that Council for the City of Temiskaming Shores, supports the Temiskaming Shores Public Library Board's call on the Ontario Ministry of Tourism, Culture and Sport to work with the Ontario Ministries of Economic Development; Education; Finance; Francophone Affairs; Health; Indigenous Affairs; Job Creation and Trade; Public and Business Service Delivery; and Seniors and Accessibility, and the Federal Minister of Indigenous Affairs, to recognize each Ministry's benefits from library services and to implement a strong continuous funding program for library services; and

Further that a copy of this resolution be forwarded to the Federation of Northern Ontario Municipalities, the Temiskaming Municipal Association, the Ontario Library Service, the Federation of Ontario Public Libraries, the Ontario Library Association, MPP John Vanthof, and the Honourable Patty Hajdu, Federal Minister of Indigenous Services.

**Carried**

- f) **Board of Health of the Timiskaming Health Unit – Resolution of Support for the Municipal Expense Allocation Method (Correspondence Item No. 10 p.)**

Resolution No. 2023-347

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Whereas the method of allocation for Board of Health expenses is governed by Ontario Regulation 489/97 under the Health Protection and Promotion Act; and

Whereas the Board of Health of the Timiskaming Health Unit currently uses the most recent enumeration conducted by the Municipal Property and Assessment Corporation (MPAC) to allocate expenses; and

Whereas the Board of Health of the Timiskaming Health Unit feels that changing the method of allocation to utilize the most recent Census conducted by Statistics Canada allows for a more accurate and equitable distribution of expenditures; and

Whereas any change in allocation method must be agreed to by all obligated municipalities.

Be it resolved that Council for the City of Temiskaming Shores supports the Board of Health of the Timiskaming Health Unit’s recommendation to move to a Census-based allocation for board of health expenditures, effective January 1, 2024; and

That the Census-based allocation method resulted in the total population of all the obligated municipalities in the health unit to increase by 3,867 people, which lowered the per capita rate from \$60.04 to \$52.03; and

Further that the City of Temiskaming Shores population would increase by 11 percent to 9,634, resulting in a 2023 Levy of \$501,275.

2022 MPAC Pop.	% of Pop	Per Capita Rate (\$)	2023 Levy (\$)	2021 Census Pop	% of Pop	Per Capita Rate (\$)	2023 Levy (\$)
8,671	34.49	60.04	520,572	9,634	33.21	52.03	501,275

**Carried**

**g) Approval of Council Meeting Schedule – January 2024 to July 2024**

Resolution No. 2023-348

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Whereas By-law 2023-022, as amended indicates that Committee of the Whole Meetings shall be held on the first Tuesday of each month commencing at 3:00 p.m. unless otherwise decided by Council; and

Whereas By-law 2023-022, as amended indicates that Regular Council Meetings shall be held on the third Tuesday of each month commencing at 6:00 p.m. unless otherwise decided by Council.

Now therefore be it resolved that Council does hereby confirm the following schedule of meetings for the months of January 2024 to July 2024:

Tuesday, January 16, 2024	Committee of the Whole Meeting followed immediately by the Regular Meeting
Tuesday, February 6, 2024	Committee of the Whole Meeting
Tuesday, February 20, 2024	Regular Meeting
Tuesday, March 5, 2024	Committee of the Whole Meeting
Tuesday, March 19, 2024	Regular Meeting
Tuesday, April 2, 2024	Committee of the Whole Meeting
Tuesday, April 16, 2024	Regular Meeting
Tuesday, May 7, 2024	Committee of the Whole Meeting
Tuesday, May 21, 2024	Regular Meeting
Tuesday, June 4, 2024	Committee of the Whole Meeting
Tuesday, June 18, 2024	Regular Meeting

**Carried**

h) **Quarterly Capital – Budget Variance Report, Quarter 3**

Resolution No. 2023-349

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Quarterly Capital Budget Variance Report – Quarter 3, for information purposes.

**Carried**

i) **Memo No. 027-2023-CS - Ontario Infrastructure and Lands Corporation (OILC) Application**

Resolution No. 2023-350

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2023-CS;

That Council directs the Treasurer to proceed with the application(s) to the OILC for capital works as approved in By-law No. 2021-082 (2021 Municipal Budget) and in By-law No. 2022-088 (2022 Municipal Budget); and

That Council directs the Treasurer to proceed with other applicable by-laws as per the OILC program being a funding agreement and debenture(s) as required for approved capital works.

**Carried**

j) **Administrative Report No. RS-023-2023 – Ontario Northland Transportation Commission (ONTC) Agency Agreement**

Resolution No. 2023-351

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-023-2023;

That Council provide the Director of Recreation with the delegated authority to enter into an agreement with the Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre; and

Further that Council be provided with the complete terms of the agreement for adoption through a By-law at a future meeting.

**Carried**

**15. By-Laws**

Resolution No. 2023-352

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that:

By-law No. 2023-106      Being a by-law to adopt the 2023-2024 Winter Operations Plan for the City of Temiskaming Shores

By-law No. 2023-107      Being a by-law to enter into a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for a replacement intern in the Energy and Climate Change Coordinator position (one-year)

By-law No. 2023-108      Being a by-law to enter into a three (3) year agreement with Georgia-Pacific LLC for an advertisement on the

2024 Olympia Ice Resurfacers at the Don Shepherdson Memorial Arena

- By-law No. 2023-109 Being a By-law to adopt an agreement between the City of Temiskaming Shores and the Municipality of Temagami for Chief Building Official and Building Inspector Services
- By-law No. 2023-110 Being a by-law for the assumption of a highway for public use within the City of Temiskaming Shores – Rivard Court
- By-law No. 2023-111 A By-law to approve the submission of an application to the Ontario Infrastructure and Lands Corporation (“OILC”) for the long-term financing of certain capital work(s) of the Corporation of the City of Temiskaming Shores (the “municipality”); and to authorize the entering into of a rate offer letter agreement pursuant to which the Municipality will issue debentures to the OILC
- By-law No. 2023-113 Being a by-law to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF), to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores

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

**Carried**

**16. Schedule of Council Meetings**

- a) Committee of the Whole Meeting – November 7, 2023 starting at 3:00 p.m.
- b) Regular Council Meeting – November 21, 2023 starting at 6:00 p.m.

**17. Question and Answer Period**

None

**18. Closed Session**

None

**19. Confirming By-law**

*Resolution No. 2023-353*

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Be it resolved that By-law No. **2023-112** 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 **October 17, 2023** be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

**Carried**

**20. Adjournment**

*Resolution No. 2023-354*

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council hereby adjourns its meeting at 8:00 p.m.

**Carried**

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Mayor

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Clerk



**The Corporation of the City of Temiskaming Shores  
Committee of the Whole  
Tuesday, November 7, 2023 – 3:00 p.m.  
City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Land Acknowledgement**

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

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

**2. Call to Order**

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

**3. Roll Call**

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen and Mark Wilson

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

Regrets: Councillor Jesse Foley

Media: 1

Delegates: Brandi L. Clement, The Jones Consulting Group Ltd.

Members of 1  
the Public:

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

None

**5. Approval of the Agenda**

*Resolution No. 2023-359*

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

**Carried**

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

None

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

- a) Zoning By-law Amendment (ZBA-2023-02)

**Owner:** Pedersen Materials Ltd.

**Applicant:** Jarlette Ltd.

**Subject Land:** East of 144 Drive In Theatre Road (6.25 ac. in area)

**Purpose of the application:** To rezone the lands to Community Facilities Exception (CF-X). Exception requested to permit the range of institutional uses proposed including residential uses for seniors and staff, and to permit a maximum building.

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

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

Mayor Laferriere declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested Brandi Clement, Planner for the applicant, to outline the details of the application.

Brandi Clement, Planner with the Jones Consulting Group Ltd., utilizing PowerPoint, outlined the site characteristics, the surrounding land uses, background on the overall development of the lands, official plan designations and zoning (current and proposed), and provided an analysis of the alignment with the Provincial Policy Statement. No comments were received prior to the public meeting.

The notice of the public meeting was provided via the City Bulletin in accordance with the statutory notice requirements of the Planning Act.

Mayor Laferriere inquired if there were any comments from members of the public or Council, and no questions were received.

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

## **8. Public Works**

### **a) Delegations/Communications**

None

### **b) Administrative Reports**

#### **1. Memo No. 025-2023-PW – 2023 Infrastructure Upgrades Update and Change Orders**

*Resolution No. 2023-360*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2023-PW;

That Council approves Contract Change Order No. 1 of \$3,530.06 to the contract with Pedersen Construction (2013) Inc., for the 2023 Infrastructure Upgrades Project as authorized by By-law No. 2023-082, resulting in a revised contract value of \$362,430.06, plus applicable taxes; and

That Council approves Contract Change Order No. 2 of \$10,850 to the contract with Pedersen Construction (2013) Inc., for the 2023 Infrastructure Upgrades Project as authorized by By-law No. 2023-082, resulting in a revised contract value of \$373,280.06, plus applicable taxes.

**Carried**

**2. Memo No. 026-2023-PW – Automotive Materials Stewardship Inc. By-law Amendment**

Resolution No. 2023-361

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2023-PW; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2022-016 (Agreement with Automotive Materials Stewardship Inc. (AMS) for automotive materials collected as part of the Household Hazardous Waste Collection Event), to increase the rate paid by AMS to the Collector from \$2,200 per tonne to \$2,550 per tonne, for consideration at the November 21, 2023 Regular Council meeting.

**Carried**

**3. Memo No. 027-2023-PW – Transportation Services Operations Update**

Resolution No. 2023-362

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2023-PW regarding the Transportation Services Operations Update.

**Carried**

**4. Memo No. 028-2023-PW – Asphalt Symbols and Marking Painting Services – Contract Extension**

Resolution No. 2023-363

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2023-PW; and

That Council directs staff to prepare the necessary amendment to By-law No. 2023-037 to extend the current agreement with Grass King Inc. for one year (2024), at the unit cost of \$41,182.00 plus applicable taxes (same unit cost as 2023), for consideration at the November 21, 2023 Regular Council meeting.

**Carried**

**5. Memo No. 029-2023-PW – Environmental Services Operations Update**

Resolution No. 2023-364

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2023-PW regarding the Environmental Services Operations Update.

**Carried**

**6. Administrative Report No. PW-024-2023 – Street Light Request on Broadwood, north of Lakeshore**

Resolution No. 2023-365

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2023; and

That Council directs staff to install a new streetlight at the approved location (Pole No. 1) on Broadwood Avenue, at a cost of \$2,150, funded through the operations maintenance budget.

**Carried**

## 7. Administrative Report No. PW-025-2023 – 2024 Transit Fare Increase

### Resolution No. 2023-366

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2023; and

That Council endorses and approves the recommendation from the Temiskaming Transit Committee, to increase Transit Passes & Fares effective January 1, 2024, as indicated below:

#### a. Monthly Passes

Type	Proposed	Existing
Adult Pass	\$ 100.00	\$ 90.00
Student and Senior Pass	\$ 80.00	\$70.00

#### b. Individual Cash Fare

Type	Proposed	Existing
Adult Pass	\$ 4.00	\$ 3.75
Student and Senior Fare	\$ 3.75	\$3.50

#### c. Book of Ten Tickets

Type	Proposed	Existing
Adult Booklet	\$ 40.00	\$ 37.50
Student and Senior Booklet	\$ 37.50	\$35.00

**Carried**

## 8. Administrative Report No. PW-026-2023 – Metrolinx Agreement Contract Extension

### Resolution No. 2023-367

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2023; and

That Council endorses and approves the recommendation from the Temiskaming Transit Committee to extend the Multi-Year Governance Agreement for Joint Transit Procurements facilitated by Metrolinx for an

additional five (5) year term (April 1, 2024 to March 31, 2029), in accordance with Section 4.10 (a) of the Agreement.

**Carried**

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 023-2023-RS – Ontario Northland Transportation Commission (ONTC) Agency Agreement Update**

*Resolution No. 2023-368*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 023-2023-RS; and

That Council directs staff to prepare the necessary by-law to confirm the agreement with the Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre, for consideration at the November 21, 2023 Regular Council meeting.

**Carried**

**2. Memo No. 024-2023-RS – Lawrence “Bun” Eckensviller Community Hall Boiler Update**

Resolution No. 2023-369

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 024-2023-RS; and

That Council acknowledges the boiler replacement update at the Lawrence “Bun” Eckensviller Community Hall, at a cost of \$33,900, plus non-refundable HST.

**Carried**

**3. Memo No. 025-2023-RS – Recreation Operations Update – November 2023**

Resolution No. 2023-370

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2023-RS, regarding the Recreation Operations Update for the Month of November 2023.

**Carried**

**4. Administrative Report No. RS-025-2023 – Shelley Herbert-Shea Memorial Arena Lease Agreement with the Temiskaming Art Gallery**

Resolution No. 2023-371

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-025-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena, from December 1, 2023 to November 30, 2028, for consideration at the November 21, 2023 Regular Council meeting.

**Carried**

**5. Administrative Report No. RS-026-2023 – Building Decarbonization Feasibility Study RFP Award**

Resolution No. 2023-372

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-026-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with WF Group Inc. for the Building Decarbonization Feasibility Study, in the amount of \$95,000.00 plus applicable taxes, for consideration at the November 21, 2023 Regular Council meeting.

**Carried**

**c) New Business**

None

**10. Fire Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Fire Activity Report – August to October 2023**

Resolution No. 2023-373

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report for the period August 1, 2023 to October 31, 2023, for information purposes.

**Carried**

c) **New Business**

None

11. **Corporate Services**

a) **Delegations/Communications**

None

b) **Administrative Reports**

1. **Memo No. 028-2023-CS ROMA 2024 Conference Delegations**

*Resolution No. 2023-374*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2023-CS for information purposes;

That Council for the City of Temiskaming Shores approves the attendance of **Mayor Laferriere** and **Councillor Ducharme** to the Rural Ontario Municipal Association (ROMA) Conference scheduled for January 21 to January 23, 2024 in Toronto;

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

That Council acknowledges that **Councillor Wilson** will be attending the ROMA Conference as a member of the ROMA Board of Directors; and

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

**Carried**

**2. Administrative Report No. CS-040-2023 Expression of Interest – New Liskeard Marina Property**

Resolution No. 2023-375

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-040-2023; and

That Council directs staff to contact the two proponents who submitted Expressions of Interest in response to CS-EOI-001-2023, and request a presentation be made to Council to provide further information on the proposals at a future Regular Meeting of Council.

**Carried**

**3. Administrative Report No. CS-041-2023 – Funding Agreement for the 2024 Prospectors and Developers Association of Canada (PDAC) Convention**

Resolution No. 2023-376

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-041-2023; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for the Northern Ontario Mining Showcase at the 2024 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 3-6, 2024, in the amount of \$728,000 for consideration at the November 21, 2023 Regular Council meeting.

**Carried**

**c) New Business**

None

## **12. Schedule of Council Meetings**

- a) Regular Council Meeting – November 21, 2023 starting at 6:00 p.m.
- b) Special Committee of the Whole Meeting – November 28, 2023 starting at 3:00 p.m. (Budget Meeting)
- c) Committee of the Whole – December 5, 2023 starting at 3:00 p.m.

## **13. Closed Session**

### **Resolution No. 2023-377**

Moved by: Councillor Wilson  
Seconded by: Councillor Ducharme

Be it resolved that Council agrees to convene in Closed Session at 4:45 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall).

**Carried**

### **Resolution No. 2023-378**

Moved by: Councillor Graydon  
Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 5:45 p.m.

**Carried**

### **Matters from Closed Session**

**Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall)**

Council provided staff with direction regarding the sale of 468 Georgina Avenue.

**14. Adjournment**

*Resolution No. 2023-379*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 5:45 p.m.

**Carried**

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Mayor

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Clerk



**The Corporation of the City of Temiskaming Shores**  
**Special Meeting of Council**  
**Friday, October 27, 2023 – 12:00 noon**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Land Acknowledgement**

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

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

**1. Call to Order**

The meeting was called to order by Mayor Laferriere at 12:03 p.m.

**2. Roll Call**

Council:	Mayor Jeff Laferriere; Councillors Jesse Foley (Virtual 12:08 p.m.), Melanie Ducharme, Ian Graydon and Mark Wilson (Virtual)
Present:	Amy Vickery, City Manager Logan Belanger, Municipal Clerk Mathew Bahm, Director of Recreation Brad Hearn, Information Systems & Technology
Regrets:	Councillors Nadia Pelletier-Lavigne and Danny Whalen
Media:	1
Members of the Public:	N/A

**3. Approval of Agenda**

*Resolution No. 2023-355*

Moved by: Councillor Ducharme

Seconded by: Councillor Graydon

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

**Carried**

**4. Declaration of Special Council Meeting**

*Resolution No. 2023-356*

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance with Section 9 of Procedural By-law No. 2023-022.

**Carried**

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

None

**6. New Business**

**a) Administrative Report No. RS-024-2023 – Lawrence “Bun” Eckensviller Community Hall**

*Resolution No. 2023-357*

Moved by: Councillor Graydon

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-024-2023;

That Council directs staff to complete an emergency procurement in accordance with the City’s Procurement Policy (By-law No. 2017-015, as amended), for the replacement of the boiler at the Lawrence “Bun” Eckensviller Community Hall, for an upset limit of \$65,000 plus non-refundable HST; and

That staff bring forward a report to Council about the long-term options for the facility at a later date.

**Carried**

**7. Adjournment**

*Resolution No. 2023-358*

Moved by: Councillor Graydon

Seconded by: Councillor Ducharme

Be it resolved that City Council adjourns at 12:15 p.m.

**Carried**

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Mayor

---

Clerk



**The Corporation of the City of Temiskaming Shores**  
**Special Meeting of Council**  
**Monday, November 13, 2023 – 12:00 noon**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Land Acknowledgement**

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

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

**2. Call to Order**

The meeting was called to order by Mayor Laferriere at 12:00 noon.

**3. Roll Call**

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Ian Graydon, Nadia Pelletier-Lavigne (Virtual), Danny Whalen and Mark Wilson (Virtual)

Present: Amy Vickery, City Manager  
Logan Belanger, Municipal Clerk  
Jennifer Pye, Planner

Regrets: Councillor Jesse Foley

Media: N/A

Members of the Public: Jocelyn Baruque, Miller Realty Group Inc.

**4. Approval of Agenda**

*Resolution No. 2023-380*

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

**Carried**

**5. Declaration of Special Council Meeting**

*Resolution No. 2023-381*

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance with Section 9 of Procedural By-law No. 2023-022.

**Carried**

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

None

**7. Closed Session**

*Resolution No. 2023-382*

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council agrees to convene in Closed Session at 12:02 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall).

**Carried**

Resolution No. 2023-383

Moved by: Councillor Whalen  
Seconded by: Councillor Wilson

Be it resolved that Council agrees to rise with report from Closed Session at 12:30 p.m.

**Carried**

Matters from Closed Session

**Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall)**

Council provided staff with direction regarding the sale of 468 Georgina Avenue.

**8. Adjournment**

Resolution No. 2023-384

Moved by: Councillor Ducharme  
Seconded by: Councillor Graydon

Be it resolved that City Council adjourns at 12:31 p.m.

**Carried**

---

Mayor

---

Clerk

# Local Public Health and Municipalities:

Working together toward healthy  
communities where everyone can thrive



Services de santé du **TIMISKAMING**  
Health Unit

# Objectives:



Build understanding  
public health

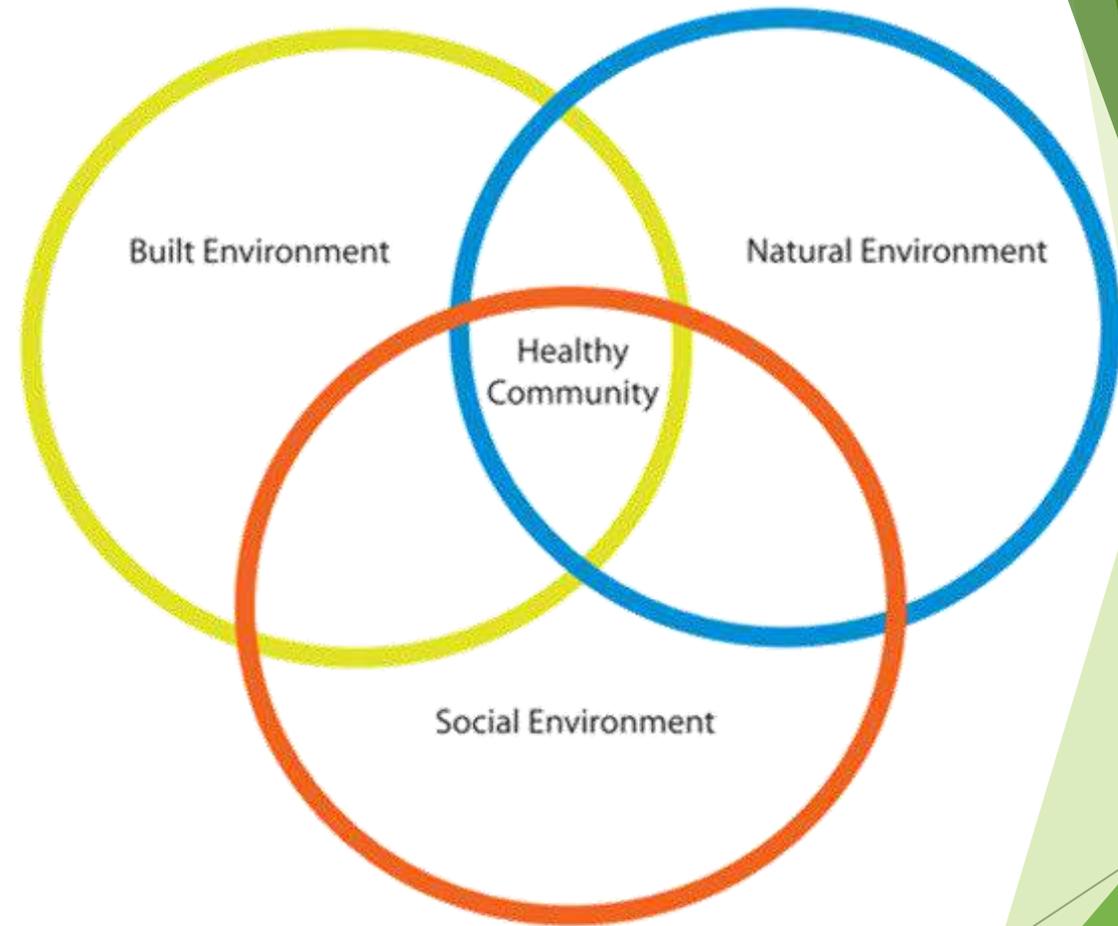


Explore opportunities  
for collaboration

# What Makes a Healthy Community?

A Healthy Community provides all people with the ability to make choices that offer opportunities for access to:

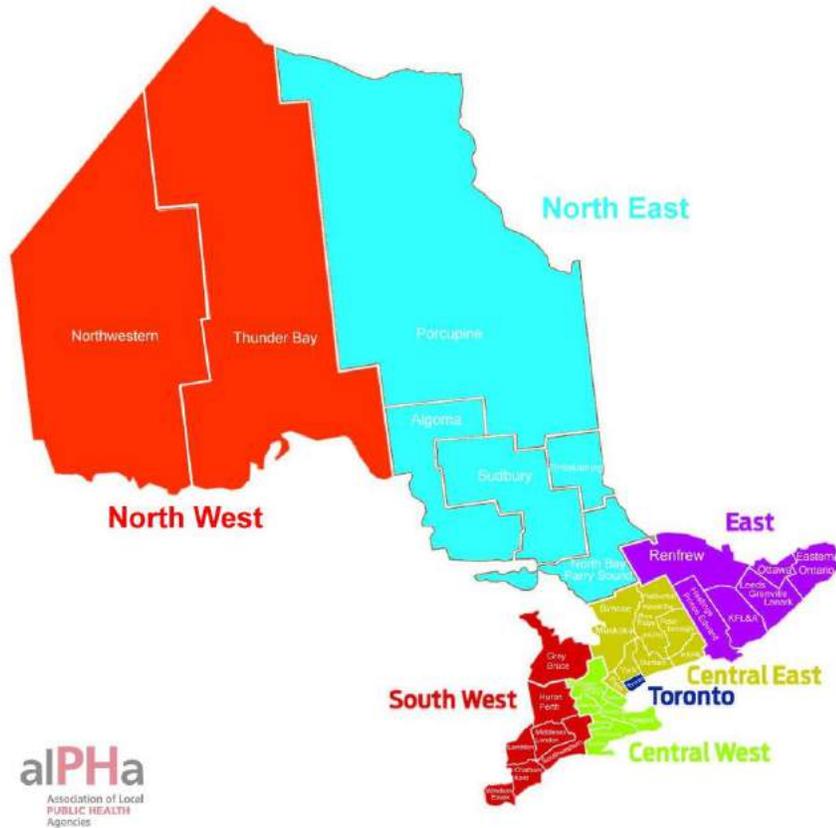
- ▶ affordable housing
- ▶ transportation
- ▶ healthy and nutritious foods
- ▶ recreation
- ▶ education and employment
- ▶ medical and social services
- ▶ clean air & water
- ▶ safe environment
- ▶ inclusive and socially cohesive atmosphere



# Public Health in Ontario

## Public Health Focus

- Health Promotion
- Disease and Injury Prevention
- Health Protection
- Population Health Assessment and Surveillance
- Emergency Management





Services de santé du **TIMISKAMING**  
Health Unit

## About THU

- Follow Ontario Public Health Standards
- Local data and trends
- Well-being for the entire community
- Work with other agencies, health care providers and partners
- Provide information to make decisions for health and well-being

# Board of Health Members

▶ **Stacy Wight, *Chair***

Town of Kirkland Lake

▶ **Jesse Foley, *Vice-Chair***

Temiskaming Shores

▶ **Jeff Laferriere**

Temiskaming Shores

▶ **Mark Wilson**

Temiskaming Shores

▶ **Casey Owens**

Town of Kirkland Lake

▶ **Paul Kelly**

Township of McGarry/Gauthier  
& Town of Larder Lake

▶ **Carol Lowery**

Towns of Cobalt, Latchford, Municipality of  
Temagami, and Township of Coleman

▶ **Gord Saunders**

Town of Englehart, Charlton, Townships of  
Chamberlain, Ewanturel, Hilliard & Dack

▶ **Steve McIntyre**

Townships of Armstrong, Hudson, James,  
Kerns & Matachewan

▶ **Guy Godmaire**

Townships of Brethour, Harris, Dymond,  
Harley and Casey, Village of Thornloe

▶ **Curtis Arthur, Cathy Dwyer,**

**David Lowe, Todd Steis**  
Provincial Appointees



# Social Determinants of Health





# Partners for a Healthy Ontario

A Check-up on the Municipal Role for Health

January 18, 2019

# Municipalities Influencing Health

Community  
Design

Policies

Practices

Services

Emergency  
Management

*80% of municipal spending in Ontario contributes to the social determinants of health*

# Board of Health Shared Resources



## 2022 **ORIENTATION MANUAL** FOR BOARDS OF HEALTH



Orientation Manual for Boards of Health  
Revised: November 15, 2022  
Prepared by the Association of Local Public Health Agencies  
480 University Ave., Suite 300  
Toronto, Ontario, M5G 1V2  
416-595-0006  
[www.alphaweb.org](http://www.alphaweb.org)  
[info@alphaweb.org](mailto:info@alphaweb.org)

[www.alphaweb.org/page/BOH\\_Shared\\_Resources](http://www.alphaweb.org/page/BOH_Shared_Resources)

# Municipalities Influencing Health



Temiskaming Transit



Englehart Arena Complex and Walking Track



Matachewan Get Fit Centre



Kirkland Lake Trail System



Earlton Public Library



South Temiskaming Active Trail System / Active Travel



Cobalt Splash Park

# How Municipalities and THU Can Collaborate to Work Toward Healthier Communities

- ▶ Human resources
- ▶ Strong partnerships
- ▶ Strategies, design, and planning
- ▶ Support community groups



# How Municipalities and THU Can Collaborate to Work Toward Healthier Communities

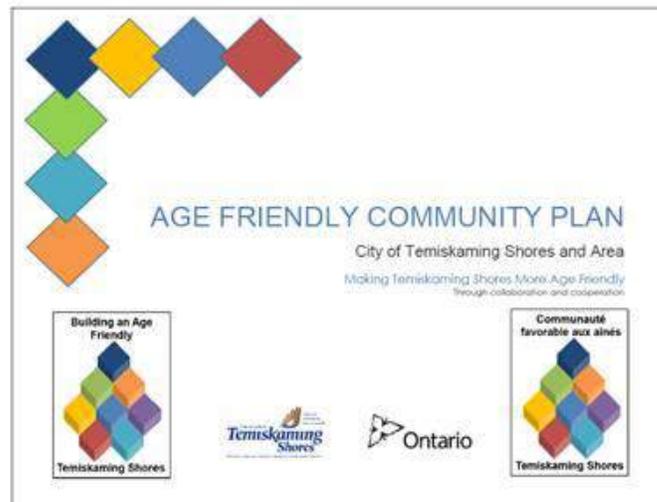
- ▶ Share expertise
- ▶ Adapt public health interventions
- ▶ Raise local awareness of issues
- ▶ Promote community safety



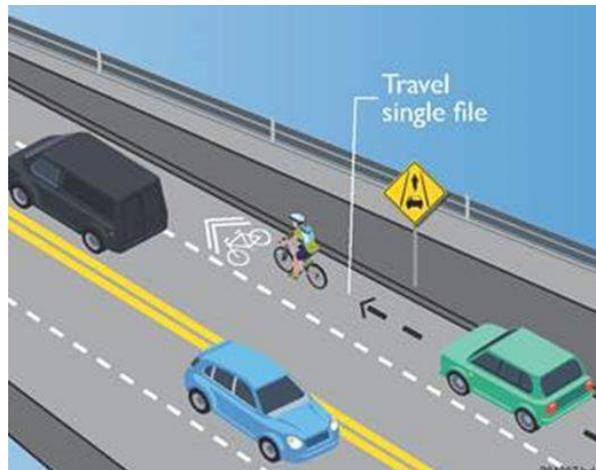
# Municipalities and Public Health



... building community through biking.



# Municipalities and Public Health



Is your drinking water from a private well? Votre eau vient d'un puits privé ?

**GET IT TESTED - It's Free!**  
**FAITES-LE ANALYSER - C'est gratuit !**



**TUESDAYS only**

September 13, 2022 to May 16, 2023 (excluding holidays)

**Drop-off before:**

Kirkland Lake - 2 p.m. | Englehart - 2 p.m. | New Liskeard - 3 p.m.

**les MARDI seulement**

le 13 septembre 2022 au 16 mai 2023 (sauf les jours fériés)

**Dépôt avant :**

Kirkland Lake - 14 h | Englehart - 14 h | New Liskeard - 15 h

Private well water should be tested 3 times per year for E-coli and Coliform bacteria. Testing your well water will keep you and your family safe and healthy.

L'eau d'un puits privé devrait se faire analyser trois fois par année quant aux coliformes et E.coli. Analyser votre eau pour garder votre famille en sécurité et en bonne santé.

New Liskeard 43 247 Whitewood Ave./avenue Whitewood | 705-647-4300  
Kirkland Lake 31 Station Rd. N./route Station nord | 705-567-8255  
Englehart call for dates and location/appeler le bureau | 705-544-2221

TIMISKAMING  
www.timiskaminghu.com



# Municipalities and Public Health

Are you an **older adult** wanting to be **active** and **prevent a fall**?

Then  
**STAND UP!**  
is for **YOU!**

**FREE** group exercise program:

(At this time program is offered only in English)

- Conducted twice a week for 12 weeks.
- Run by certified trainers.
- Gives advice on how to avoid falls.
- Teaches simple exercises to do at home.



**3 Locations:**

**Golden Age Club**  
(22 Argentite St.) • Cobalt  
**Timiskaming Home Support**  
(367 Sutherland Way) • Haileybury  
**Timiskaming Home Support**  
(145 Government Rd.) • Kirkland Lake

To register or for more information contact:

Timiskaming Home Support  
Melanie McLean  
1-877-318-9678 EXT 2203

Process Includes:  
A short interview and a FREE  
assessment to determine eligibility.

Cobalt  
Golden Age Club

## Alcohol Policy Review: Opportunities for Ontario Municipalities

**PUBLIC HEALTH UNITS CAN WORK WITH MUNICIPALITIES TO REDUCE HARMS AT THE LOCAL LEVEL.**



Public health units in Ontario are mandated to address the health burden of alcohol consumption and alcohol-related harms using a comprehensive health promotion approach. Partnerships, particularly those involving municipal governments, are vital in advancing healthy public policy. These recommendations present opportunities for collaboration between local public health units, Ontario municipalities and other community partners to mitigate alcohol risk and harm through policy development.



### EMERGENCY PREPAREDNESS



**MAKE A PLAN**



**BUILD A KIT**



**BE INFORMED**

## COMMUNITY FRIDGE FRIGO COMMUNAUTAIRE TEMISKAMING SHORES

**SCAN  
SCANNEZ**



**Take what you need  
Prenez ce qu'il vous faut**



**Bibliothèque publique de Temiskaming Shores Public Library**  
285 Whitewood Ave. W. | 285 av. Whitewood O

#TakeWhatYouNeed  
#PrenezCeQuilVousFaut

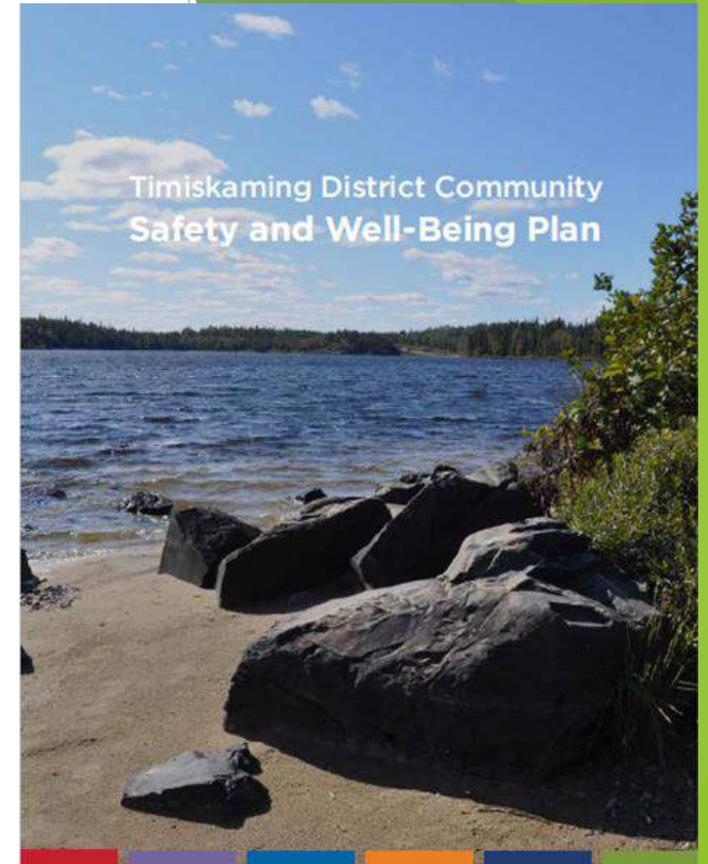
COMMUNITY FOOD ACTION

# THE TIMISKAMING DRUG AND ALCOHOL STRATEGY (TDAS)

2022-2025 Plan for Action



# Great Collaboration!



# Why Collaborate?



Reduce  
Duplication



Strengthen  
Capacity



Pooling Expertise  
and Financial  
Resources



Evidence  
about  
Effective  
Interventions



New Ideas on  
how to  
Approach  
Problems



Provide Health  
and Equity  
Rationale for  
Funding  
Applications



Provide Local  
Data

# Let's Make Public Health in Timiskaming Matter

Municipalities webpage:

<https://www.timiskaminghu.com/80470/municipalities>

Let's make **public health in Timiskaming matter** during the 2022 municipal election

## Municipalities influencing health

Members of municipal council play an important role in shaping the health and wellbeing of our communities.

Municipalities can develop policies and provide facilities, programs, services and emergency management that influence the health and well-being of our population and make our communities great places to live where everyone can thrive.

When each person has the opportunity to achieve their full health potential, our communities become strong, healthy, and vibrant – a great return on investment.

Let's make public health in Timiskaming matter during the 2022 municipal election.



## Why public health is important

Timiskaming Health Unit, one of 34 local public health agencies in ON, provides programs and services that promote well-being, prevent disease and injury, and protect population health. As highlighted with the COVID-19 pandemic, we also work to enable timely, integrated, safe, and effective response to, and recovery from emergencies with public health impacts. Our work, often done in collaboration with local partners and within the broader public health system, results in a healthier population and avoids drawing on costly and scarce health care resources.

We strive to provide residents and decision makers with information to make knowledgeable decisions related to the health and well-being of our population and communities.

This municipal election, **our ask** is that municipal candidates and voters consider the following important local public health issues.



# Resources

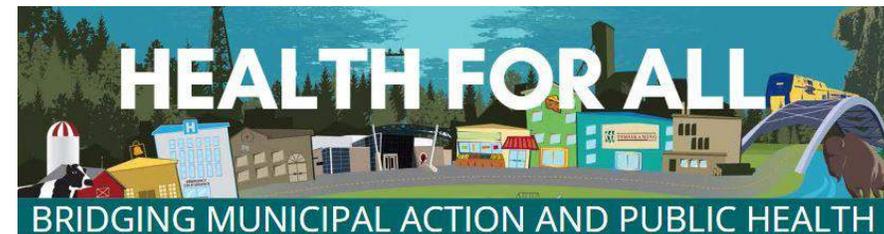


## THU website

Board of Health webpage:  
<https://www.timiskaminghu.com/323/board-of-health>



## Health for All: Quarterly newsletter for municipalities



# Discussion / Questions

- ▶ For more information contact:

Rachelle Cote

[coter@timiskaminghu.com](mailto:coter@timiskaminghu.com)



# References

1. Habkirk, A. (2013). *How do local governments improve health and community well-being?* PlanH. <https://squamish.ca/assets/planH/d0e40f740e/planh-local-government-guide-web.pdf>
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3. Cabaj, J., Fierlbeck, K., Loh, L., McLaren, L., & Watson-Creed, G. (2022). *The municipal role in public health*. Institute on Municipal Finance & Governance. [https://cdn.ymaws.com/www.alphaweb.org/resource/collection/822EC60D-0D03-413E-B590-AFE1AA8620A9/Municipal\\_Role\\_Public\\_Health\\_171122.pdf](https://cdn.ymaws.com/www.alphaweb.org/resource/collection/822EC60D-0D03-413E-B590-AFE1AA8620A9/Municipal_Role_Public_Health_171122.pdf)
4. Jacek, M. (2022, August 2). *Public health during COVID-19 and beyond*. Association of Municipalities Ontario. <https://www.amo.on.ca/advocacy/health-human-services/public-health-during-covid-19-and-beyond>
5. Association of Municipalities Ontario. (2022, August 26). *Strengthening public health in Ontario: Now and for the future*. [https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Submissions/Strengthening\\_Public%20Health\\_in\\_Ontario\\_Now\\_an\\_for\\_the\\_Future\\_AMO\\_Submision\\_20220826\\_RPT.pdf](https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Submissions/Strengthening_Public%20Health_in_Ontario_Now_an_for_the_Future_AMO_Submision_20220826_RPT.pdf)
6. Jacek, M. (2022, August 2). *Municipal governments are partners in community health*. Association of Municipalities Ontario. <https://www.amo.on.ca/advocacy/health-human-services/municipal-governments-are-partners-community-health>
7. Liss-Levinson, R., Young, G., & Goddeeris, L. (2020, November). *Successful collaborations between local government and public health: Exploring multisector partnerships to improve population health*. Mission Square Research Institute (formerly Centre for State & Local Government Excellence). <https://slge.org/wp-content/uploads/2020/11/multisector-partnerships-for-population-health.pdf>
8. Timiskaming Health Unit. (2022). *Let's make public health in Timiskaming matter during the 2022 municipal election*. <https://www.timiskaminghu.com/websites/timiskaminghu.com/files/Elections/Lets-make-health-matter-THU.pdf>

## MARINA PROPERTY

Hello, my name is Bill Ramsay.

Mayor Laferriere and members of Council:

I am here on behalf of the Friends of the Waterfront. I am here to speak to you in response to the City putting out an Expression of Interest for the possible sale of the Marina property.

I believe you are all aware of my relationship with the community and the Ramsay Family involvement with the waterfront. I see it as my legacy to maintain a beautiful parkland waterfront for generations to come.

But I am not here as an individual I am here on behalf of the Friends of the Waterfront, and, I believe, on behalf of most of the citizens of Temiskaming Shores, as well as many visitors to New Liskeard.

The Friends of the Waterfront were disappointed that the City launched a public consultation process asking for input on a potential Expression of Interest for the purchase of the property, where the **only** question was about how the property could be developed or used. It is obvious, however, from reading the comments that were contained in the report to Council on September 5 that the citizens of this city were not to be denied commenting on whether the property should be sold at all.

I am sure you have read the comments by the residents of this city and seen how many were opposed to the sale of the property.

So, why are the Friends of the Waterfront opposed to the sale of the property?

There are several reasons.

First and foremost, it is a waterfront property. Waterfront properties are not like any other property in this city or any city with accessible and desirable waterfront. Waterfront properties are special. They are special because the waterfront is a valued amenity. In fact, the waterfront in this city is the most important amenity that we have. One only has to look at the comments from the public consultation or talk to anyone walking along the waterfront. But I don't have to tell you this. You already know the waterfront is our most important asset. And this property is right at the mouth of Wabi River, where New Lisheard was first settled.

People are worried. People are worried that if the marina property is sold and then developed by the private sector that the ability to experience the waterfront from this property will be gone and that it will also have a major negative impact on the boardwalk.

Second, the loss of this property presents an issue for a number of short-term users, such as the Fall Fair, Village Noel, and the numerous equine activities. While these events are not directly on the property, they all use it for parking and storage and overflow

In addition, in the short term, the loss of this property brings into question the feasibility of hosting other temporary events, such as the former bikers reunion.

The loss of the property would also result in a lost opportunity. An opportunity to improve the recreational and leisure activities in the area. Your September 5 Administrative Report was bursting with creative ideas. They included:

- Many wanted to see an amphitheatre there or a bandshell.
- In door / outdoor event venue.
- Facilities for the marina such as tackle and bait shop.

- An outdoor fitness circuit, swings
- Community gardens and outdoor classrooms
- Many people would like to see it kept for passive recreation, with only a few picnic tables.

And there are many people who would like to see it stay the way it is, which is essentially waterfront parkland.

Council is reminded that the majority of these ideas are in keeping with its' "Recreation" designation in the city's Official Plan.

Finally, the Friends of the Waterfront are opposed to the sale of this property because it appears to provide a short-term response to a small financial challenge, ignoring any long-term planning. Perhaps in ten, twenty or thirty years down the road, this property, together with the other under-utilized properties in the area will provide an opportunity for something really important to be built in this city, such as a conference centre.

The sale of this property would very likely be the death knell for developing any of the creative ideas the public consultation process came up with. In addition to these ideas, we would suggest that Council needs to ask what the best use of the property is not just now, but in twenty and thirty and forty years. Selling the property would take that decision out of future Councils hands.

We feel that it is important for Council to know that the Friends of the Waterfront are not anti development. We acknowledge that there were some comments from people wanting condominiums to be built here.

The Friends of the Waterfront are not opposed to condominiums and other types of multiple family development. In fact, it is clearly a type of development for which there is a need in Temiskaming Shores. But –

for all the reasons already talked about - this is not the right location for condos.

If the City wants to encourage multiple family developments, there are other ways to do it. Better ways to do it than through an open-ended Expression of Interest! The uses in the Residential = Neighbourhood designation in the Official Plan is very broad ranging, from single detached homes to high density apartments and many other non-residential uses. This approach passively allows for the construction of apartments, but it does not explicitly encourage it. If the city wants to encourage the development of apartment buildings, it needs to decide where that should be, narrow the designation to the appropriate geographical area and then remove a number of the land uses in this designation, primarily single-detached homes, so the apartment type of development is the focus.

I could speak to the benefits of this approach, but the purpose of this presentation is to respectfully ask that you not sell the marina property.

I have heard that the city may be re-doing their Official Plan next year. We would suggest that it should be within the scope of reviewing the Official Plan that decisions should be made on the use of land, such as the marina property, not through an Expression of Interest to purchase the property.

Thank you.

I look forward to any questions and I look forward to hearing your decision on this matter.

Rivard Bros. Ltd.  
248 Shepherdson Road  
Temiskaming Shores, ON, P0J1P0  
(email) [REDACTED]

October 20<sup>th</sup>, 2023.

Logan Belanger, Clerk  
City of Temiskaming Shores  
325 Far Drive  
Temiskaming Shores, ON, P0J1K0

Dear Logan Belanger and Whom it May Concern,

We are writing to submit a new and innovative development proposal for the city of Temiskaming Shores. As dedicated residents and passionate developers for our community, we are excited to present this proposal, which we believe will contribute significantly to the growth, well-being, and prosperity of our beloved City of Temiskaming Shores.

The proposal, titled CS-EOI-001-2023 "New Liskeard Marina EOI" has been carefully designed to address several key facets of our city's development. It encompasses the following elements:

1. **Urban Renewal and Revitalization:** Our proposal outlines a comprehensive plan for urban renewal and revitalization, with a focus on building modern, innovative infrastructure, enhancing green spaces, and revitalizing commercial space. We aim to create an environment that attracts residents, businesses, and visitors, fostering economic growth and community well-being.
2. **Sustainable Development:** Sustainability is a core component of our proposal. We have incorporated eco-friendly practices and technologies to ensure that our development project aligns with the city's sustainability goals and leaves a positive impact on the environment.
3. **Housing and Community Services:** We recognize the need for housing and community services. Our proposal outlines strategies for providing housing options while supporting community services that cater to the diverse needs of our residents.
4. **Economic Prosperity:** With a strong emphasis on job creation and local economic development, our proposal includes initiatives to attract new businesses, foster entrepreneurship, and stimulate economic growth, benefiting both residents and the city as a whole.

We kindly request the opportunity to present this proposal in detail to the city or the relevant department. We believe that this has the potential to transform this area into a vibrant, sustainable, and inclusive community that we can all be proud of. We would welcome the chance to discuss this proposal further and explore how we can work together to make our vision a reality.

Please feel free to contact Patrick Rivard at [REDACTED] and Jeff St-Cry at [REDACTED] to schedule a meeting or provide any additional information you may require. Thank you for your consideration. We look forward to the possibility of collaborating with the city to create a brighter future for The City of Temiskaming Shores.

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- ii. Proposed Deposit Amount*
- iii. Legal Costs*
- iv. Conditions*

## C. Proposed Development Description

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  - 1. Economic Benefits*
  - 2. Sustainability*

## D. Statement of Qualifications and Experiences

- i. Qualifications*
- ii. Experience*
- iii. Knowledge*

## E. Conclusion

## F. Appendices

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  - b. Proposed Deposit Amount*
  - c. Site Plan & Renderings*
  - d. Potential Parcel A Site Concept*
  - e. Letter of Intent*
-

# CS-EOI-001-2023

## “New Liskeard Marina EOI”

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We are excited to present the New Liskeard Marina EOI development proposal, a groundbreaking project designed to benefit our community in numerous ways. With the addition of commercial and residential buildings, we are providing our community with a thriving new development that aims to meet the needs of our ever growing and changing population.

### A: Business Background

---

**Legal Name Company names:** Roger A. Rivard and Son Ltd. operating as Rivard Bros. Ltd working as a joint venture with 10775550 Canada Inc. operating as Tache Construction alongside Jeff St-Cyr.

**Address:** 248 Shepherdson Road, New Liskeard ON. P0J1P0

**Telephone:** (office) 705-647-5613

**Contact Person:** Patrick Rivard, owner Rivard Bros. Ltd. (cell) 7 [REDACTED]

*Please see below, D: Statement of Qualifications & Experiences, for Business Background and Experience*

### B: Financials

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1. See Appendix F.a. (page 19) attached for proposed purchase price.
2. See Appendix F.b. (page 19) attached for proposed deposit amount.
3. In the event of the sale, legal costs for the transfer proposes that both parties will be responsible for their own legal costs.
4. A comprehensive plan for the development of the Marina Property includes several key conditions to ensure the successful realization of this project. We believe that these conditions are essential to mitigate risks, assess feasibility, and promote sustainable development. The proposed conditions are as follows:
  - a. **Feasibility Study:** We recommend conducting a thorough feasibility study to evaluate the economic viability of the project. This study will assess market demand, potential competition, financial projections, and risk analysis. It will provide valuable insights into the projects potential for success.

- b. **Further Geotechnical Studies:** Given the importance of understanding the site's geotechnical conditions, we propose an in-depth geotechnical investigation. This study will analyze the soil, rock, and groundwater conditions to determine their impact on construction, foundation, design, and overall project stability.
- c. **Phase 2 Environmental Study:** Environmental sustainability is a paramount concern. We propose a Phase 2 environmental study as per WSP report recommendations to assess potential environmental risks and contaminants on the property. This study will ensure compliance with environmental regulations and develop strategies for responsible land use.
- d. **Site Services (including but not limited to: water, sewer, hydro, gas, storm):** Adequate infrastructure is critical for property development. We recommend collaborating with local authorities to ensure the availability and feasibility of these services for the development. This will be crucial for the project's long-term success and compliance with regulatory requirements.
- e. **Set Backs & Zoning:** Set backs, zoning, height restrictions all to be approved by the City prior to closing in order to meet the developments needs.

These conditions are intended to mitigate risks, uphold environmental standards, and promote the successful development of the property. We believe that adhering to these conditions will result in a sustainable and profitable project.

From the time of the city's approval of our proposal, our team needs twelve (12) months to do our due diligence and meet the needs of the conditions to ensure this project is both sustainable and feasible. During that time, if we as the developers find this proposal is not attainable, we hold the right to revoke our proposition with a full refund of our deposit.

## C: Proposed Development Description

---

When the vision for the waterfront is fully realized, it will provide lasting economic benefits for our city, and surrounding areas by creating new employment opportunities, bringing residents and visitors to the waterfront and attracting private investment. The new waterfront community and its modern infrastructure will set our city apart and encourage people to visit and/or reside in our beautiful community.

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## Project Overview

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The development, located at 199 Riverside Drive in the City of Temiskaming Shores, is located in the heart of our city, conveniently accessible to residents and visitors alike. The project will include a mix of residential and commercial spaces, fostering a vibrant and connected community that provides our growing municipality with economic benefits.

Our vision is to create a dynamic and modern multi-level complex that seamlessly combines commercial and residential spaces. The ground floor will be dedicated to commercial space, offering a diverse range of businesses, from retail stores to restaurants, creating a bustling hub of activity. Above, multiple levels will house rental units, providing comfortable and convenient living spaces that cater to the diverse needs of residents. Our design aims to not only elevate the quality of urban living but also promote a sense of interconnectedness within the complex, where residents can easily access the amenities and services right at their doorstep. These multi-level complexes reflect our commitment to innovative development, where functionality, aesthetics, and community-building come together harmoniously.

The focus on destinations, rather than “open space” or parks, enables a genuine community-led process to take root. Destinations should be connected to one another and incorporated into a vision for the waterfront as a whole. A waterfront that is continuously walkable with a variety of activities along the way will successfully link destinations, allowing the appeal of each one to strengthen the place as a whole. This proposal encompasses but is not limited to the potential construction of modern, sustainable, and net-zero energy-ready buildings, representing a significant investment in our city’s future.

Creating a connection that involves mixing uses (such as housing, recreation, hospitality, entertainment and retail) and mixing partners (such as public institutions and local business owners) will maximize the development. The importance of mixed uses on this location is key in attracting residents and visitors alike. The development of commercial space will work in conjunction with the marina and city to service residents that require marina amenities. With the addition of these luxuries, the new development in this area will not affect the public’s continued use of the boardwalk. Rather it will encourage more people to visit the property and use the variety of amenities it offers. Public access will remain unaffected, and Marina services will continue to acknowledge the public’s use as provided by the city.

### Economic Benefits

1. **Job Creation:** The construction phase alone will generate a variety of local jobs, while the operational phase will require ongoing employment in various capacities.
2. **Housing:** While filling a void for housing, providing the community with more residential options can help address housing shortages and improve the overall quality of life for residents. It also helps attract people to our area, whether it is short-term or long-term occupancies.

3. **Increased Property Values:** The development will enhance property values in the surrounding area, resulting in higher property tax revenues for the city.
4. **Tourism and Commerce:** The inclusion of commercial spaces will attract new business and tourists, stimulating local commerce and generating additional tax revenue.

## Sustainability

1. **Sustainable Practices:** The commitment to sustainability will reduce long-term operational costs, and as energy efficiency increases, energy bills will decrease for residents and businesses, putting more money back in their pockets with the potential to re-invest into the community.
2. **Sustainable Transportation:** Proximity to public transit and a pedestrian-friendly design will encourage alternative transportation methods, reducing the city's carbon footprint.

**Appendix F. c.:** A detailed overview of the proposed development including renderings and possible future site plans.

**Appendix F. d.:** A site concept for Parcel A with the intent to further develop this land. This includes adding hospitality in the mix and providing more options for tourism while continuing to add revenue for the City. The rendering of hotel/restaurant as shown in Parcel A of the WSP report could be part of the original property being offered for sale which will be determined once market studies are completed but at this point with the demand and interest of our proposal there is a possibility, we may need an extra 2 acres to provide the demand at this point for multiple uses.

## D. Statement of Qualifications & Experiences

---

Rivard Bros. Ltd, Tache Construction and Jeff St-Cry come with an immense array of qualifications, experiences and knowledge in property development. We have experience working with new land and building it from the ground up. We have faced challenges along the way, each of those challenges prompting new learning and growth. Our team is committed to delivering exceptional results in the property development industry, and we believe our expertise is well suited to meet the needs of this site.

## Qualifications

1. **Expert Team:** Our team comprises of highly skilled and experienced professionals, including various trades, architects, engineers, and project managers who have a wealth of combined experiences in property development.
2. **Proven Track Record:** We have successfully completed numerous projects of various sizes and complexities, showcasing our ability to deliver high-quality developments on time and within budget.
3. **Market Knowledge:** Our team keeps abreast of the latest market trends, local regulations, and emerging technologies in property development, ensuring that our projects are not only innovative but also signed with market demands.

## Experiences

1. **Residential Developments:** We have an extensive portfolio of residential projects, ranging from single-family homes to multi-unit complexes, all of which have received positive feedback from homeowners and investors.
2. **Commercial Ventures:** Our expertise extends to commercial properties, including retail spaces, financial institutions, hotels and restaurants, office buildings, and mixed-use developments. Examples of successfully completed projects include but are not limited to: Microtel Hotel in Kirkland Lake, Caisse Populaire in New Liskeard, Boston Pizza, and the Rivard Court subdivision on the waterfront in Temiskaming Shores. These projects thrive in competitive marketplaces.

## Knowledge

1. **Legal and Regulatory Compliance:** We have a deep understanding of the local zoning laws, building codes, and environmental regulations, which help us to navigate complex approval processes smoothly.
  2. **Financial Acumen:** Our financial experts are adept at creating detailed budgets, financial projections, and cost-effective strategies to maximize returns on investment.
  3. **Risk Management:** We employ rigorous risk assessment and mitigation strategies to safeguard projects against unforeseen challenges.
-

# Conclusion

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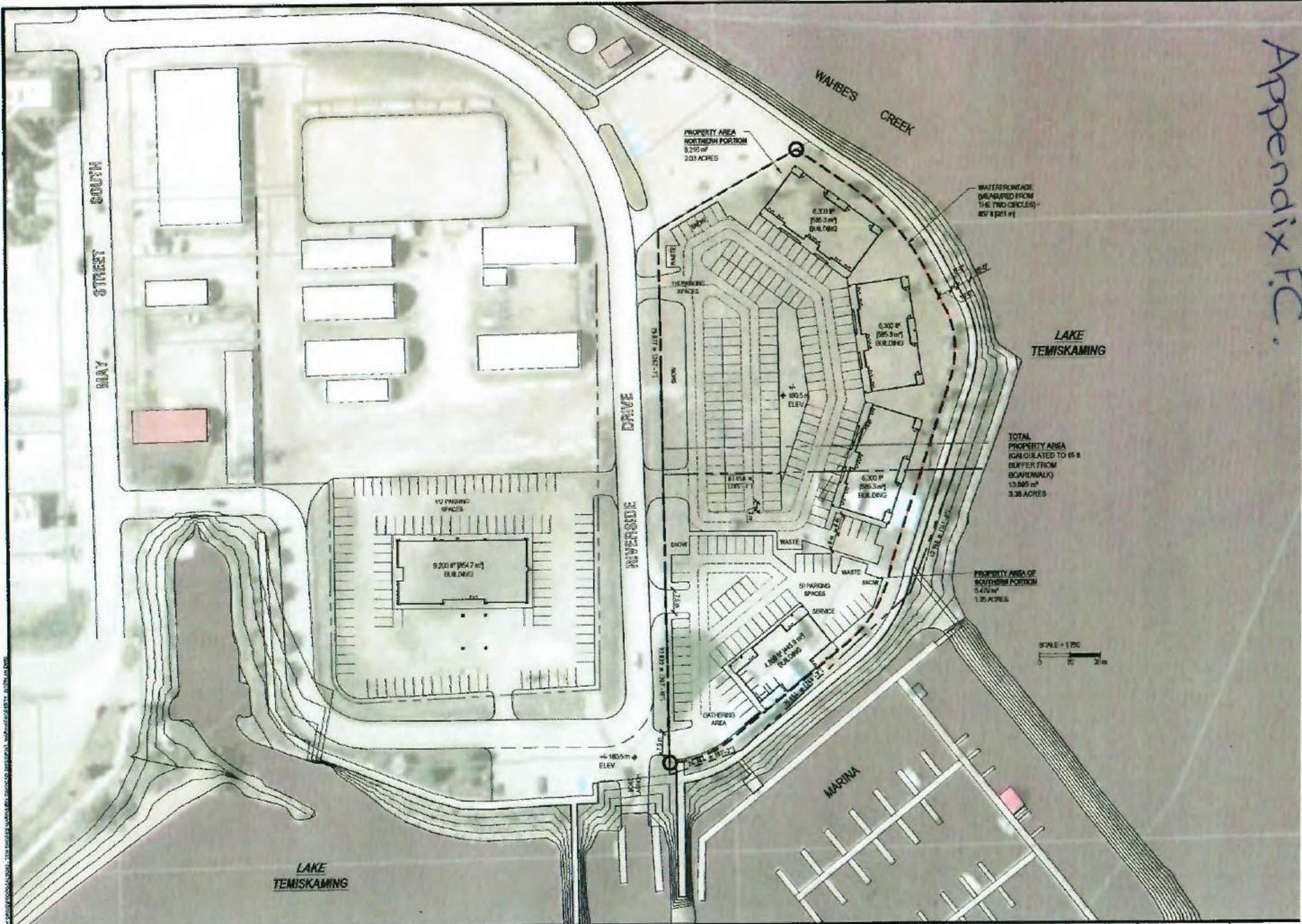
Developing the Marina property in the City of Temiskaming Shores is not just a development but also a commitment to a sustainable future. Our team consists of local business owners, born and raised in the area who are dedicated to building a brighter future for our upcoming generations. Being local we have seen how important it is to continue to develop our city. As evident in Appendix F. e., we set our sights on this project over a decade ago. We see the benefits, and we welcome to chance to be a part of it. This project will bring economic prosperity, job opportunities, and environmental benefits, setting a precedent for future developments. We eagerly anticipate the opportunity to work in partnership with the city to bring this visionary project to life.

In summary, we are a dedicated and experienced team who are committed to excellence. We are confident in our ability to add value to the site and would welcome the opportunity to discuss the specific property development needs further.

<b>The Property</b> Option as described in Section 6.	1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>Description</b>	<b>Amount</b>
Proposed Purchase Price:	\$ 250,000.00
Proposed Lease Price:	\$ N/A
Proposed Purchase Deposit:	\$ 25,000.00 (10%)
<b>The Marina</b> Option as described in Section 6.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/>
<b>Description</b>	<b>Amount</b>
Proposed Purchase Price:	\$ N/A
Proposed Lease Price:	\$ N/A
Proposed Purchase Deposit:	\$ N/A

We/I have submitted a Proposal which is no more than 22 pages in length.	Yes <input checked="" type="checkbox"/>
We/I have submitted the necessary information for the City of Temiskaming Shores to evaluate our/my Proposal.	Yes <input checked="" type="checkbox"/>

Appendix F.C.



<p><b>WIVARC</b> — CRAFTING DESIGN INTERIORS — info@wivarc.ca   905.448.3195   wivarc.ca</p>	<p><b>Rivard Bros.</b> LTD. BUILDING CONTRACTOR</p>	<p>Plan Orientation</p>	<p>Issue Description</p> <p>ISSUE 3 Issued for Coordination Issued for Review Issued for ECR</p>	<p>Date</p> <p>23-10-18 23-10-19 23-10-20</p>	<p>Client</p> <p>The Corporation of the City of Temiskaming Shores</p>	<p>Drawing Title</p> <p><b>SCHEMATIC SITE PLAN PROPOSED FUTURE DEVELOPMENT</b></p> <p>Project Title</p> <p>New Liskeard Marina EOI 189 Riverside Drive, New Liskeard, ON</p>	<p>Professional Stamp</p> <p><b>PRELIMINARY</b></p>	<p>Scale</p> <p>1:750</p>	<p>Project No.</p> <p>P263</p>
								<p>Sheet Size</p> <p>18 x 24"</p>	<p>Date</p> <p>23.10.20</p>
<p>Issue</p> <p>3</p>								<p>Drawn By</p> <p>SWR</p>	<p>Drawing No.</p> <p><b>SK2</b></p>



EXTERIOR VIEW 1



EXTERIOR VIEW 2



EXTERIOR VIEW 3



EXTERIOR VIEW 4

**RIVARC**  
 — CIVIL & ARCHITECTURAL DESIGN —  
 1000 ... 1000 ... 1000 ... 1000 ...

**Rivard Bros.**  
 — BROTHERS —  
**BUILDING CONTRACTOR**

Plan Orientation	Rev.	Description	Date	Client
	1	Issued for Review	20.10.19	The Corporation of the City of Temiskaming Shores
	2	Issued for EOI	23.10.23	

Drawing Title	Project Title
<b>EXTERIOR VIEWS</b>	New Liskeard Marina EOI
	119 Riverside Drive, New Liskeard, ON

Professional Stamp  
**PRELIMINARY**

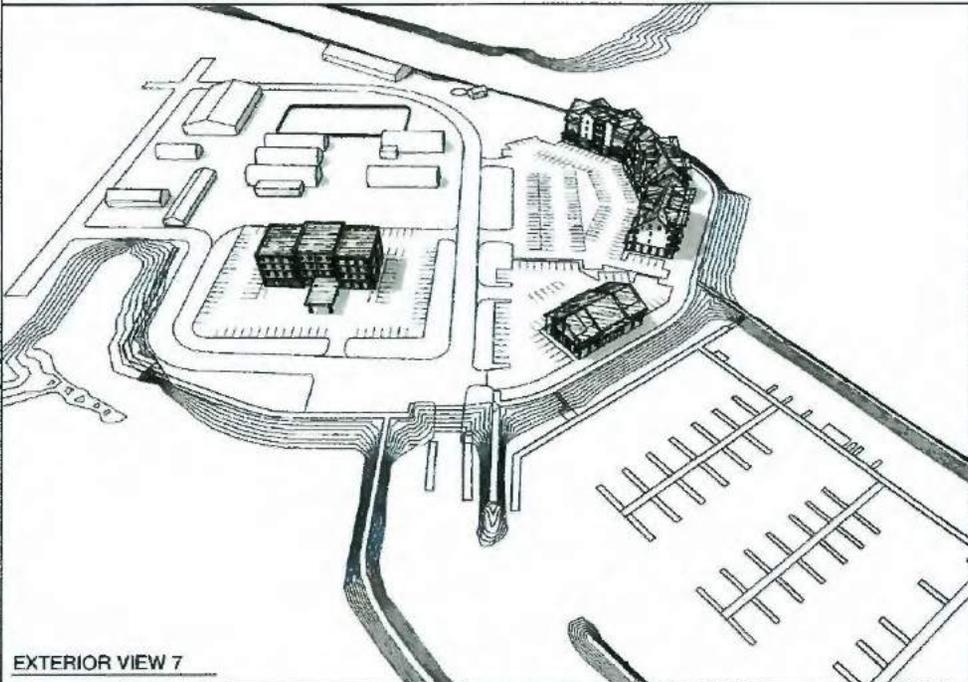
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Sheet Size 10 x 24"	P263
Revisions 2	Date 23.10.23
Drawn By DWR	Drawing No. <b>SK3</b>



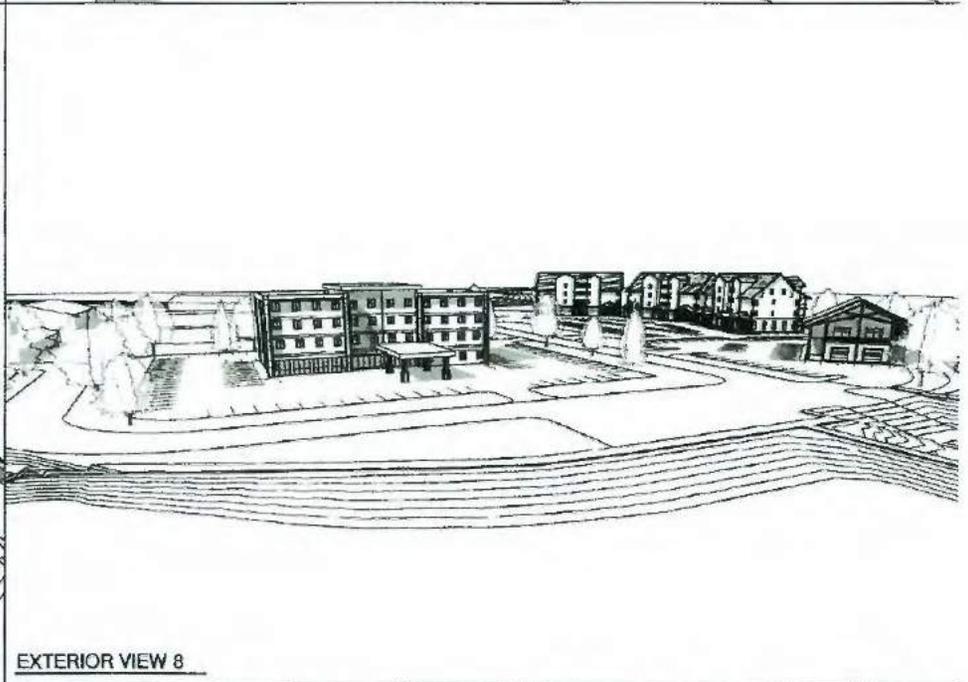
EXTERIOR VIEW 5



EXTERIOR VIEW 6



EXTERIOR VIEW 7



EXTERIOR VIEW 8

DATE STAMP: 2023.10.26 11:28:03 AM FILE: 2023\_10\_26\_11:28:03 AM - 2023.10.26\_11:28:03 AM - 2023.10.26\_11:28:03 AM - 2023.10.26\_11:28:03 AM - 2023.10.26\_11:28:03 AM

**RIVARC**  
 — ORAL AND DESIGN INTERIOR —  
 info@rivarc.ca | 705.648.3155 | rivarc.ca

*Rivard Bros.*  
 BUILDING CONTRACTOR

Plan Orientation

Rev.	Description
1	Issued for Review
2	Issued for EOI

Date	Client
23.10.19	The Corporation of the City of Temiskaming Shores
23.10.26	

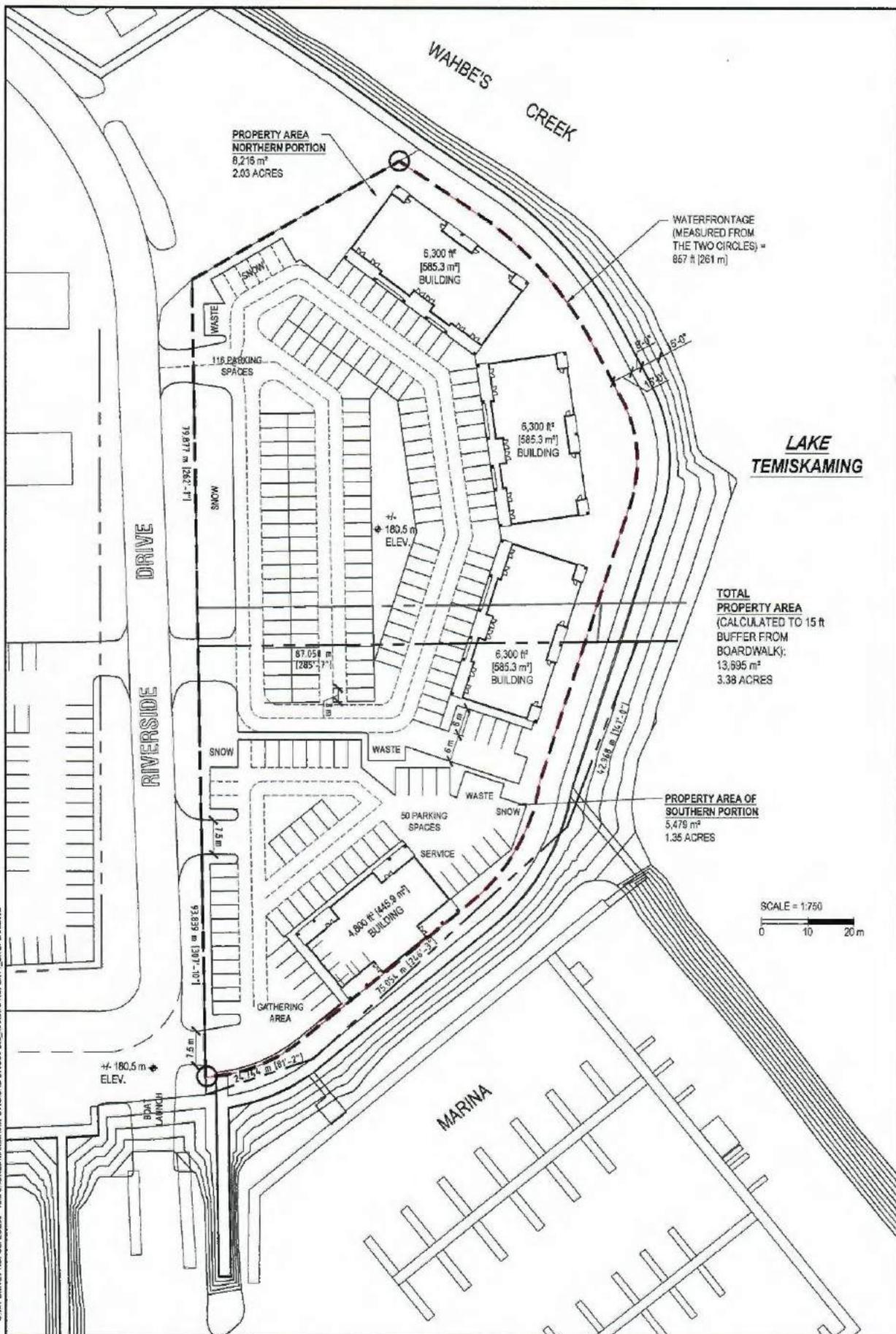
Professional Stamp

Drawing Title
EXTERIOR VIEWS
Project Title
New Liskeard Marina EOI
119 Riverside Drive., New Liskeard, ON

**PRELIMINARY**

Scale
Sheet Size 18 x 24"
Revision 2
Drawn By: GWR

Project No.	Date	Drawing No.
P263	23.10.26	SK4

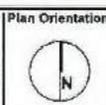


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**RIVARC**  
— ONY TIME | DESIGN | INTERIORS —  
info@rivarc.ca | 705.448.3155 | rivarc.ca

**Rivard Bros.**  
LTD.  
BUILDING CONTRACTOR



Drawing Title  
**SCHEMATIC SITE PLAN**

Project Title  
New Liskeard Marina EO1  
199 Riverside Drive, New Liskeard, ON

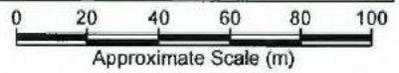
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Issue 6  
Drawn By SWR

Project No. P263  
Date 23.10.20  
Drawing No.  
**SK1**

Appendix F.d.



Notes:  
 1. Aerial image from the Ministry of Natural Resources and Forestry.



	City of Temiskaming Shores	DWN BY: KKJ	PROJECT Geotechnical Borehole Investigation City of Temiskaming Shores, Ontario	REV. NO.: 0
		CHKD BY: DMB		DATE: December 2022
WSP E&I Canada Limited 131 Fielding Road Lively, Ontario, P3Y 1L7		Datum: NAD 83	TITLE Borehole Location Plan Site 1 - Marina and Surrounding Area	PROJECT NO.: OMGS22010
		SCALE: as shown		FIGURE NO.: 2

Appendix F.e.



**Letter of intent for New Liskeard Waterfront development**

September 17, 2021

Dear Mr. Oslund, Mayor and Council

As per ongoing conversations since 2017, Taché Construction and local investors still have interest in developing the New Liskeard waterfront, in partnership with the City of Temiskaming Shores. Certain studies were done in the past including one in 2005 that recommended pursuing the development of the waterfront and marina in New Liskeard. As per studies and interest from local investors to develop the waterfront, we would like to continue conversations and establish a vision with local demands in hopes of potentially developing the waterfront area. The downtown waterfront has the potential to have significant economic benefits to our area such as new businesses, private sector investments, new infrastructure and increased tourism to name a few. All these certainly benefit the residents and the area. I would like to meet to continue to discuss the possible development and recommend the steps/budget that can be taken by the city to explore potential future development.

Sincerely,

Dan Tache  
President  
Taché Construction

[Redacted contact information]

**City of Temiskaming Shores  
CS-EOI-001-2023  
NEW LISKEARD MARINA EOI  
Response Form**

Proponent's submission to:

*The Corporation of the City of Temiskaming Shores*

The Proponent declares through submitting a Proposal and by endorsing below, that:

- 1) I/We have read and understand City of Temiskaming Shores CS-EOI-001-2023, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
- 2) No person(s), firm or corporation other than the Proponent making an EOI Proposal has any personal interest in a potential award pursuant to this EOI;
- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
- 5) I/We understand that in submitting this Proposal, the highest price proposed for the purchase or lease of the Property or any Proposal at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale or Lease Agreement with City Council;
- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

Roger A. Rivard & Son Ltd O/A Rivard Bros Ltd  
(Registered Company Name/Individuals Name)

Of,

248 Shepherdson Road, New Liskeard, ON  
(Registered Address and Postal Code) P0J 1R0

Phone Number:



Email:



**City of Temiskaming Shores  
CS-EOI-001-2023  
NEW LISKEARD MARINA EOI  
Response Form**

Proponent's submission to:

*The Corporation of the City of Temiskaming Shores*

The Proponent declares through submitting a Proposal and by endorsing below, that:

- 1) I/We have read and understand City of Temiskaming Shores CS-EOI-001-2023, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
- 2) No person(s), firm or corporation other than the Proponent making an EOI Proposal has any personal interest in a potential award pursuant to this EOI;
- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
- 5) I/We understand that in submitting this Proposal, the highest price proposed for the purchase or lease of the Property or any Proposal at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale or Lease Agreement with City Council;
- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

*Jeff St. Cyr*

\_\_\_\_\_  
(Registered Company Name/Individuals Name)

Of,

\_\_\_\_\_  
(Registered Address and Postal Code)

Phone Number:

\_\_\_\_\_

Email:

\_\_\_\_\_

**City of Temiskaming Shores  
CS-EOI-001-2023  
NEW LISKEARD MARINA EOI  
Response Form**

Proponent's submission to:

*The Corporation of the City of Temiskaming Shores*

The Proponent declares through submitting a Proposal and by endorsing below, that:

- 1) I/We have read and understand City of Temiskaming Shores CS-EOI-001-2023, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
- 2) No person(s), firm or corporation other than the Proponent making an EOI Proposal has any personal interest in a potential award pursuant to this EOI;
- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
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- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

10775550 Canada Inc. O/A Tache Construction  
(Registered Company Name/Individuals Name)

Of,

[Redacted]  
(Registered Address and Postal Code)

Phone Number:

[Redacted]

Email:

[Redacted]

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 3 in preparing my/our Proposal.

Proponents Authorized Official:

Patrick Rivard

Title:

V. President.

Signature:



Date:

Oct 20/23

Proponents Authorized Official:

Jeff St. Cyr

Title:

Investor

Signature:



Date:

OCTOBER 20/2023

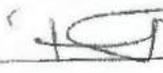
Proponents Authorized Official:

Daniel Tache / Tache Construction

Title:

President

Signature:



Date:

Oct 20/23



**EXTERIOR VIEW 1**



**EXTERIOR VIEW 2**



**EXTERIOR VIEW 3**



**EXTERIOR VIEW 4**

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**Plan Orientation**

**Rev. Description**

- 1 Issued for Review
- 2 Issued for EOI
- 3 Issued for Presentation

**Date**

- 23.10.19
- 23.10.20
- 23.11.16

**Client**

The Corporation of the City of Temiskaming Shores

**Drawing Title**

**EXTERIOR VIEWS**

**Project Title**

New Liskeard Marina EOI  
119 Riverside Drive, New Liskeard, ON

**Professional Stamp**



**Scale**

Sheet Size 18 x 24"

Revision 3

Drawn By SWR

Project No. P263

Date 23.11.16

Drawing No.

**SK3**



**EXTERIOR VIEW 5**



**EXTERIOR VIEW 6**



**EXTERIOR VIEW 7**



**EXTERIOR VIEW 8**

DATE STAMP: 2023-11-17 9:46:38 AM FILE PATH: C:\My Drive\Proposals\263 - Tem Shores Marina\RIV DWG\Model\263\_Marina\_Topography.rvt



**Plan Orientation**

**Rev. Description**

- 1 Issued for Review
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- 3 Issued for Presentation

**Date**

- 23.10.19
- 23.10.20
- 23.11.16

**Client**

The Corporation of the City of Temiskaming Shores

**Drawing Title**

**EXTERIOR VIEWS**

**Project Title**

New Liskeard Marina EOI  
119 Riverside Drive, New Liskeard, ON

**Professional Stamp**



**Scale**

Sheet Size 18 x 24"

Revision 3

Drawn By SWR

Project No. P263

Date 23.11.16

Drawing No.

**SK4**

## New Liskeard Marina Lands Development Concept Brief

### **ryancompanyarchitectinc**

The New Liskeard Marina Site is located on the North Shore of Lake Temiskaming at the East End of the Town and Fronts on the Lake, facing due east. The Marina has docking for approximately 50 Boats. The existing Marina is in a state of disrepair and in need of a refresh. The lands to the North West of the Marina proper are an existing open space/parklands. Further to the North West, beyond the parkland area is a parking lot, which fronts on the lake. To the south of the Marina proper is another parking area fronting on the lake and further south to that is the “Maillie’s Marina Site which is now closed. To the West of the Marina site is the “New Liskeard Fall Fair Grounds, an area which is used for one weekend of the year and which is otherwise vacant. Along the waterfront of the entire site is a broken trail system, which winds along the site, south to “The Spur Line” beach area and North West along the Wabi River to the Armstrong Street bridge. The trail then continues along the North side of the Wabi River along the shoreline to the nether regions.

In our analysis of the site we have identified a number of Urban Planning Issues, which we intend to address with our design proposal:

1. The waterfront trail is “broken” and, ideally would be made continuous
2. The waterfront trail is lacking in multiple “destinations”. Features that allow multiple activities and will draw people to the waterfront.
3. The Marina Site itself is in a state of disrepair and requires a re-fit
4. The green space to the North/West of the Marina proper is grossly underutilized and would be better suited to housing
5. The Marina site has a storage building located on the waterfront which is a poor use of the land
6. The parking areas to the North West and the South West of the property are also located on the waterfront and are again a poor use of the land.
7. The former Maillie’s Marina is essentially an abandoned site on the waterfront, which could be better utilized to complete the “trail” and to provide additional boat docking and Marina facilities.
8. The “Fall fair Grounds” being located in the downtown area and in short walking distance to the commercial district of downtown New Liskeard should be relocated and the lands better utilized on a year round basis.

We have further identified a number issues we have identified in the area; namely:

1. The area, being on Lake Temiskaming, boasts numerous opportunities for tourism in the form of fishing, snowmobiling, off road trails, winter and summer special event opportunities, which are not being taken advantage of.

2. The area of New Liskeard is a farming community and in our view could be afforded and support a more robust “Farmers Market”.
3. There is a serious housing shortage in the area for all of rental, freehold and affordable housing

Our proposal will address all of the Urban Design and General issues in the following ways:

1. To repurpose the Marina property into a year round boating and snowmobile destination and to take advantage of numerous tourism opportunities in the fishing, snowmobiling and off road areas through the development of a world class international destination resort for fishing and snowmobiling. This resort would well compliment our “sister” resort now being developed at the Elk Lake Lodge and our future sister resort on Lake Temagami, completing a triad of resorts for international travellers to enjoy and to take full advantage of the many tourism opportunities the area has to offer.
2. We see the Temiskaming area as the next frontier for housing and development in Ontario, beyond, Muskoka, Haliburton and North Bay. We see opportunities for housing, retirement living, industry and tourism and view the Marina Lands as the first step in that potential growth for the area. We anticipate that many expats, non-expats and current residents will be interested in investing in the area and possibly returning home if the opportunity is there to do so. Much of our talent is exported to pursue a career and wanting to return home in retirement. To that end, we propose a mixed-use housing development on the existing parklands to the North. The housing development will include rental units, retirement living and market housing, as we believe strongly that housing should not be segregated. Non-segregation makes for better communities and if you build it we believe they will come. We further intend to work with our future partners in government to attract more new industry and housing to the area in the form of, for instance, battery plants, a distillery, solar power generation, wind power generation, mining service and fabrication and the like.
3. We hope to incorporate the Maillie Marina site into our plans to provide more area for development as well as to complete “The Trail”. Further, a pedestrian and cycling bridge will be constructed across the Wabi River, attached to the current bridge, again completing the trail. A portion of the lands along the waterfront will be donated back to the town in order to maintain waterfront green space and again to maintain the trail as an intact piece of landscape infrastructure. Further, the waterfront needs multiple areas of multiple activities to attract people to the area and to encourage use of “their” waterfront.
4. Ultimately, our vision for the project will make better use of the waterfront land, make the area a draw for tourism, provide much needed housing for seniors as well as much needed rental and freehold homes.

5. In addition to the property development, we intend to develop special events around the lake, which will further enhance the success of the project and the draw for tourism.
6. In the longer term, we see the Fall Fair grounds being relocated and repurposed for commercial, housing and retail uses.

We have not included a proposed purchase price for the lands in our proposal. It's not possible in our view to arrive at a number in both the short time allotted and without further design and approval studies.

The soils tests conducted, although a valuable resource, are not nearly robust enough to assess the conditions of the soils, bearing capacity, water content, water table depth and the like. On first read, the soils analysis would deem the property worthless as the cost to remove and remediate the soils as recommended in the report would be cost prohibitive for a project of the scale that can be supported in the area. A much more detailed soils report would be required to assess the value of the land as a development site.

Without knowing the number of units that may be approved or the final concept for the design being approved, it is not possible at this point to arrive at a fair price which will give the project every opportunity for success and which will simultaneously provide the town with full value for the resource. Instead, we propose working with the town and community as partners to arrive at the best use of the property and the fairest price for the land. This will involve a much more in depth study, a much more careful analysis and full community involvement in the process.

The waterfront area should first and foremost be considered a part of the public domain, designed and developed for the residents as well as being a great opportunity for commercial and residential development. It would be best that a more comprehensive and broader reaching Urban Design exercise be carried out before going forward with the development. An exercise which would include community involvement, ensure proper connections to existing facilities, urban fabric, commercial and residential areas and ensure that facilities and uses provided are wanted and needed in the area and will be used by the public. We should begin by *"envisioning a network of well-connected, multi-use public spaces that fit with the community's shared goals. By orienting waterfront revitalization around public spaces, new construction will enhance the quality of existing destinations and result in a whole that is greater than the sum of its parts."* (PPS; 9 Steps to Creating a Great Waterfront)

Notwithstanding the above, we have put together a strong preliminary concept backed by a development team with experience, financial wherewithal and a vested interest in the community to make this concept a reality.

## **Section A – Business Background and Experience**

### **Ryan Company Architect Inc.**

Duff Ryan is the project designer and project lead. Duff was born and raised in New Liskeard, ON, attended University of Waterloo School of Architecture where he graduated at the top of his class. Working primarily in the south of Ontario during his career as both an Architect and project manager, Duff has completed many successful projects including custom high end homes, special commercial and multi family projects including a number of condominium projects and has an in depth knowledge of Urban Design Principals, Architectural design principals as well as an intimate knowledge of complex approval processes.

Most recently, as project manager and principal Architect, Duff completed the design and approval for a 300unit condo and seniors home in Barrie. The project was on a very complex site with very challenging soils (much like the Marina site). Duff has extensive experience in design and development and has the skills and knowledge required to take the project to a successful completion.

Duff's development business model is not unique. He identifies opportunities and assembles the necessary team of experts and financial backing to get the project completed. In this case, local prominent business people with the savvy and financial wherewithal to get the project completed are on board. In addition, we plan to partner with a seasoned businessman and resort owner to complete, own, manage and run the Marina Property as a destination resort. We also plan to partner with a seasoned Northern Ontario Construction Manager with extensive experience in the construction, development and ownership of multiple apartment and condominium projects across Ontario.

Without knowing the scope of the ultimate development, and considering the precarious condition of the soils on the site, it is premature to expect firm commitments at this point.

## **Section B – Financials**

As stated above, it is premature to arrive at a fair value of the property. There is insufficient information to properly assess the soils condition and without knowing what scope of development will be accepted and approved by the community we are not able to come up with a firm offer at this point.

Instead, we propose the following structure: We will work with the city and the community to arrive at an accepted and approved development plan. The plan would include the redevelopment of both parcels of land along with the completion of the trail. The value of the land would be arrived at based on the approved development and be assessed on a formula of development charges – an amount to

be paid to the town for each residential unit built and each square foot of commercial space created, less the value of community infrastructure to be built.

We appreciate that 20 points may just have been lost but considering the open ended nature of the request, the apparent extreme risk with the soils conditions and the uncertainty of community support, we see no other way at this stage.

### **Section C – Proposed Development Description**

We defer to the above noted need for community and City involvement in a more robust study and design, design approvals process however we submit the attached drawings and renderings as a preliminary design and development concept and as a starting point for a broader discussion.

#### **The Marina Property**

We propose that the Marina property be redeveloped as a year round fishing, ice fishing and snowmobiling “resort”. An international destination for tourism. To that end, the Marina building would be renovated or removed and rebuilt. The “resort” would have the following amenities:

- An approximately 30-room lodge/hotel built as an addition to the North of the existing Marina building
- The Marina building would be repurposed as common space, offices and operations for the marina
- The Marina would remain open to the public for docking and use of the facilities
- An outdoor BBQ and entertainment area
- 4 large cabins with accommodations for 6-8 people each
- The “resort”, along with the waterfront multi-use building would be the focal point of special events both winter and summer currently being planned

#### **Park Property**

The park property would be developed as 4 separate condominium buildings with 12 units each all to be operated under the same condominium corporation. The preliminary design and building orientation was arrived at with the following principals in mind:

- The buildings are to be accessible
- Each unit is to have a view of the lake
- Views of the lake should be accommodated from both the streets and future units to be developed on the “Fall Fair Grounds”.
- The buildings will utilize both solar and geothermal technologies with the goal of net-zero at front of mind

- A public multi-use building located on the waterfront is to be accommodated. The building would be used year round as a multi-use facility for farmers markets, flea markets, special events, and indoor sports training.

### **The Trail**

The trail is somewhat broken and lacking in “destinations”. We would propose that the trail be completed and additional multi-use destinations be incorporated. Also the pedestrian bridge across the river should be constructed.

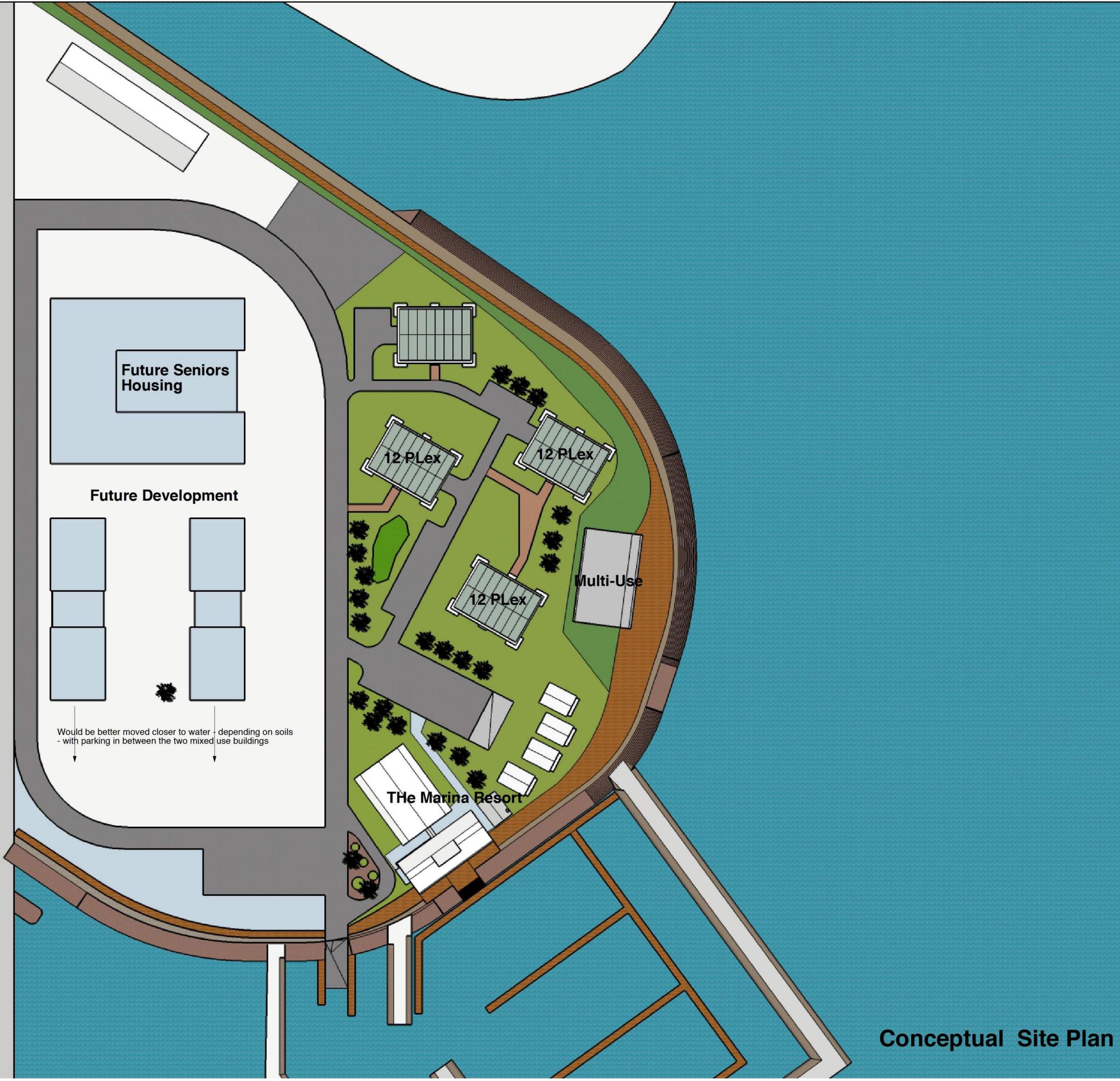
- We would propose that, considering the soil conditions and cost, the pedestrian bridge be constructed as a side “extension” of the existing vehicular bridge and not as a stand along structure as currently proposed.

The trail and destination design would of course require a much more in depth study and a high level of community involvement.

### **Section D – Statement of Qualifications**

See section “A” above.

Duff Ryan, BES, BArch, OAA



**Conceptual Site Plan**

EM	DA E
NO	
1	

**LEGEND**

ryan company architect inc  




**PROJECT**  
 New Liskeard Marina  
 City of Temiskaming Shores

**DRAWING**  
 Site Plan Concept

SCALE	DRAWING NO
NOTED	A 2



**AERIAL VIEW FROM NORTH**



**VIEW FROM THE LAKE (SOUTH)**



**MULTI-USE BUILDING**



**CONDOS AND LAKE FROM THE STREET**



**MARINA RESORT FROM STREET**



**MARINA RESORT FROM BOAT LAUNCH**

EM	DA E
NO	
1	

**LEGEND**

ryan company architect inc



**PROJECT**  
New Liskeard Marina  
City of Temiskaming Shores

**DRAWING**  
MODEL IMAGES

SCALE	DRAWING NO
NOTED	A3

PO Box 488  
201 Atwood Avenue  
Rainy River, ON  
P0W 1L0



Office Phone: (807) 852-3244  
Clerk Phone: (807) 852-3978  
Fax: (807) 852-3553  
Email: rainyriver@tbaytel.net  
Website: www.rainyriver.ca

## Town of Rainy River

### RESOLUTION

MOVED BY  DATE: October 10, 2023

SECONDED BY  RESOLUTION: 23-020

**“WHEREAS** the Corporation of the Town of Rainy River is a small community in Northwestern Ontario with limited financial resources;

**AND WHEREAS** the Town of Rainy River owns and operates the water treatment facilities, water distribution facilities, wastewater treatment facilities and wastewater collection facilities which service the residents of the Town of Rainy River;

**AND WHEREAS** the Town of Rainy River requires Class II Water Treatment Operators for its facilities;

**AND WHEREAS** the Corporation of the Town of Rainy River attempts to provide training as prescribed by the Province of Ontario to obtain the necessary classification(s);

**AND WHEREAS** the Town of Rainy River has been fortunate in obtaining a full staff compliment eager to take on the responsibilities of water treatment and distribution and wastewater collection and treatment operations;

**AND WHEREAS** any new employees of the Town of Rainy River require certification;

**AND WHEREAS** training is becoming increasingly difficult to procure;

**AND WHEREAS** the Province of Ontario has implemented stringent review of water treatment plants to ensure compliance;

**AND WHEREAS** the Province of Ontario is promoting and providing an increased number of training opportunities for a variety of trades;

**BE IT HEREBY RESOLVED** that the Corporation of the Town of Rainy River petitions the Province of Ontario to expand water treatment training opportunities for communities within Ontario;

**AND FURTHER** the training be delivered in a method that is flexible and affordable;

**AND FURTHER** utilize existing networks, such as Contact North, for on-line exam preparation and exam supervision;

**AND FURTHER** the Council of the Corporation of the Town of Rainy River forward copies of this resolution to Premier Doug Ford, Minister of Environment, Conservation and Parks Andrea Khanjin, MPP Greg Rickford, Walkerton Clean Water Centre, Ontario Municipalities.”

ABSTAIN \_\_\_\_\_  
AYES \_\_\_\_\_  
NAYES \_\_\_\_\_

D. ARMSTRONG \_\_\_\_\_  
D. EWALD \_\_\_\_\_  
J. HAGARTY \_\_\_\_\_  
B. HELGESON \_\_\_\_\_  
N. IVALL \_\_\_\_\_  
M. KREGER \_\_\_\_\_  
G. PROST \_\_\_\_\_

CARRIED \_\_\_\_\_ ✓  
DEFEATED \_\_\_\_\_

  
MAYOR OR ACTING MAYOR





The Corporation of The Township of The Archipelago  
Council Meeting

**Agenda Number:** 15.13.  
**Resolution Number** 23-178  
**Title:** Cigarette Producer Responsibility  
**Date:** Friday, October 13, 2023

---

**Moved by:** Councillor Sheard  
**Seconded by:** Councillor MacLeod

**WHEREAS** cigarette manufacturers play a crucial role in the creation and distribution of cigarette products. Cigarettes, are responsible for significant environmental damage and contribute to waste and pollution; and

**WHEREAS** cigarette butts are the most common form of litter worldwide and pose a threat to aquatic life and ecosystems. As reported 26 July 2023 to the Canadian Council of Ministers of the Environment, Pollution Probe's Great Lakes Plastic Cleanup identified cigarette butts one of the top five items of microplastics found in the Great Lakes, and

**WHEREAS** cigarette filters are composed of non-biodegradable materials that can take several years to degrade, exacerbating the problem of waste accumulation; and

**WHEREAS** the concept of producer responsibility promotes the idea that the party that profits from the creation and sale of a product should also be responsible for managing the product's end-of-life environmental impact; and

**WHEREAS** the Province of Ontario has successfully implemented producer responsibility programs for various industries, such as electronics, packaging, and batteries, resulting in significant improvements in waste management and environmental sustainability; and

**WHEREAS** the exclusion of cigarette manufacturers from current producer responsibility programs in our province creates an inconsistency in environmental policy and hampers our overall efforts to reduce waste and protect our environment. It is imperative to address the environmental impact of cigarette manufacturing, usage, and disposal.

**NOW THEREFORE BE IT RESOLVED** that the Township of The Archipelago hereby requests the Province of Ontario to include cigarette manufacturers within the scope of producer responsibility regulations and programs;

**AND FURTHER BE IT RESOLVED** that the Ontario Government takes necessary steps to develop and amend legislation to ensure cigarette manufacturers are responsible for the collection, recycling, and proper disposal of cigarette waste and the Province of Ontario be encouraged to work collaboratively with relevant stakeholders, including public health organizations, environmental groups, and retail associations, to develop comprehensive and effective strategies for the inclusion of cigarette manufacturers in producer responsibility program, taking into account the unique challenges posed by tobacco products;

**AND FURTHER BE IT RESOLVED** that the Province of Ontario allocate adequate resources and establish monitoring systems to ensure compliance with the newly imposed responsibilities by cigarette manufacturers, including penalties for non-compliance;

**AND FURTHER BE IT RESOLVED** that the Province of Ontario adopts regulations and policies that require cigarette manufacturers to:

1. Take financial responsibility for the collection, transportation, recycling, or safe disposal of discarded cigarettes and related waste materials.
2. Develop and engage in public awareness campaigns to educate the public about the environmental impact of cigarette butt litter and implement programs to educate the public on the safe disposal of cigarette butts.
3. Implement measures to minimize the environmental impact of their products through the use of sustainable materials, reduced packaging, and improved recycling initiatives;

**AND FURTHER BE IT RESOLVED** The Ministry of the Environment actively collaborates with other provinces and territories within Canada to encourage a nationwide approach towards including cigarette manufacturers in Producer Responsibility initiatives;

**AND FURTHER BE FINALLY RESOLVED** that copies of this Resolution be sent to the Honorable Doug Ford Premier of Ontario, the Honorable Andrea Khanjin Minister of the Environment, Conservations and Parks, relevant Members of Provincial Parliament (MPPs), Leader of the Opposition parties, All Municipalities in Ontario, Pollution Probe, Georgian Bay Forever, Georgian Bay Association, and other pertinent stakeholders as appropriate, urging their support and action in this matter.

**Carried**



Legislative Services  
Michael de Rond  
905-726-4771  
clerks@aurora.ca

Town of Aurora  
100 John West Way, Box 1000  
Aurora, ON L4G 6J1

October 30, 2023

The Honourable Doug Ford, Premier of Ontario  
Premier's Office, Room 281  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

**Delivered by email**  
premier@ontario.ca

Dear Premier:

**Re: Town of Aurora Council Resolution of October 24, 2023**

**Motion 10.1 – Councillor Kim; Re: Cannabis Retail Applications for the Town of Aurora**

Please be advised that this matter was considered by Council at its meeting held on October 24, 2023, and in this regard, Council adopted the following resolution:

**Whereas in January 2019, Council voted in favour of retail Cannabis in the Town of Aurora; and**

**Whereas the Alcohol and Gaming Commission of Ontario (AGCO) is the legal body overseeing Cannabis Retail; and**

**Whereas the Town of Aurora with geography of 7 km x 7 km and population of 64,000 currently has 13 Cannabis retail stores and 1 authorized at the AGCO; and**

**Whereas the long-term vision of the Town's Official Plan supports active and healthy lifestyle choices to complement a complete community; and**

**Whereas many cannabis stores are within close proximity to schools and daycares which are inhabited by society's most vulnerable; and**

**Whereas the Province of Ontario Liquor Licence and Control Act, 2019 (LLCA) in its regulation already has a precedent by limiting the number of grocery stores licensed to sell beer, wine, and cider to 450 and is currently not accepting any more applications;**

**1. Now Therefore Be It Hereby Resolved That the Town of Aurora requests that the Government of Ontario through its Alcohol and Gaming Commission of Ontario (AGCO) no longer accepts any further cannabis retail applications for the Town of Aurora; and**

- 2. Be It Further Resolved That the Town of Aurora requests that the Government of Ontario re-evaluate its “formula” on how many cannabis stores are permissible within the boundaries of a municipality, including but not limited to:
  - a. Utilizing a cap or upper limit;
  - b. Utilizing a population per capita formula;
  - c. Utilizing a distance to the next cannabis retail store formula; and**
- 3. Be It Further Resolved That should the Government of Ontario revisit the retail Cannabis formula guiding the number of cannabis retail stores permissible in a municipality, that it would extend to all existing municipalities; and**
- 4. Be It Further Resolved That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Doug Downey, Attorney General of Ontario; Dawn Gallagher Murphy, MPP Newmarket—Aurora; and the Honourable Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill; and**
- 5. Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.**

The above is for your consideration and any attention deemed necessary.

Yours sincerely,



Michael de Rond  
Town Clerk  
The Corporation of the Town of Aurora

MdR/lb

Attachment (Council meeting extract)

Copy: Hon. Doug Downey, Attorney General of Ontario  
Dawn Gallagher Murphy, MPP Newmarket—Aurora  
Hon. Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities



## 10. Motions

### 10.1 Councillor Kim; Re: Cannabis Retail Applications for the Town of Aurora

**Moved by** Councillor Kim

**Seconded by** Councillor Gilliland

Whereas in January 2019, Council voted in favour of retail Cannabis in the Town of Aurora; and

Whereas the Alcohol and Gaming Commission of Ontario (AGCO) is the legal body overseeing Cannabis Retail; and

Whereas the Town of Aurora with geography of 7 km x 7 km and population of 64,000 currently has 13 Cannabis retail stores and 1 authorized at the AGCO; and

Whereas the long-term vision of the Town's Official Plan supports active and healthy lifestyle choices to complement a complete community; and

Whereas many cannabis stores are within close proximity to schools and daycares which are inhabited by society's most vulnerable; and

Whereas the Province of Ontario Liquor Licence and Control Act, 2019 (LLCA) in its regulation already has a precedent by limiting the number of grocery stores licensed to sell beer, wine, and cider to 450 and is currently not accepting any more applications;

1. Now Therefore Be It Hereby Resolved That the Town of Aurora requests that the Government of Ontario through its Alcohol and Gaming Commission of Ontario (AGCO) no longer accepts any further cannabis retail applications for the Town of Aurora; and
2. Be It Further Resolved That the Town of Aurora requests that the Government of Ontario re-evaluate its "formula" on how many cannabis stores are permissible within the boundaries of a municipality, including but not limited to:
  - a. Utilizing a cap or upper limit;
  - b. Utilizing a population per capita formula;
  - c. Utilizing a distance to the next cannabis retail store formula; and

3. Be It Further Resolved That should the Government of Ontario revisit the retail Cannabis formula guiding the number of cannabis retail stores permissible in a municipality, that it would extend to all existing municipalities; and
4. Be It Further Resolved That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Doug Downey, Attorney General of Ontario; Dawn Gallagher Murphy, MPP Newmarket–Aurora; and the Honourable Michael Parsa, MPP Aurora–Oak Ridges–Richmond Hill; and
5. Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Yeas (7): Mayor Mrakas, Councillor Weese, Councillor Gilliland, Councillor Gaertner, Councillor Thompson, Councillor Gallo, and Councillor Kim

**Carried**



October 31, 2023

RE: REQUEST FOR PROCLAMATION ON NOVEMBER 25TH, 2023

Dear Mayor and Council:

I am reaching out on behalf of Pavilion Women's Centre to request your participation in and support of the 2023 Wrapped in Courage Campaign focused on ending gender-based violence in our community and beyond.

Pavilion Women's Centre is a not-for-profit organization which provides vital services and support for survivors of gender-based violence and their children including counselling, shelter and transitional services in the District of Timiskaming including Temiskaming Shores. Pavilion Women's Centre is a proud agency partner of the provincial Wrapped in Courage 2023 campaign which has been raising awareness related to gender-based violence in Ontario for the past 11 years.

November 25th marks both the International Day for the Elimination of Violence Against Women and the first day of the 16 Days of Activism Against Gender-Based Violence worldwide. We request as leaders of Temiskaming Shores you consider proclaiming November 25th as the International Day for the Elimination of Violence Against Women.

A sample proclamation for your consideration is attached (1).

We thank Temiskaming Shores for considering this request and for your continued support in our work to provide safety and support for survivors of gender-based violence in our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Ducharme", written over a horizontal line.

Melanie Ducharme  
Executive Director

**1. Sample Proclamation for Your Consideration:**

The (Municipality/Township) of (Name of Municipality/Township) does hereby proclaim

**NOVEMBER 25th as The International Day for the elimination of Violence Against Women**

WHEREAS violence continues to be the greatest gender inequality rights issue for women, girls and gender-diverse individuals; and

WHEREAS November is Woman Abuse Prevention Month; and

WHEREAS November 25th the International Day for the Elimination of Violence Against Women; and

WHEREAS Femicide rates are on the rise in Ontario, with over 46 femicides in Ontario since November 26th, 2022; and

WHEREAS Our community is committed to ending femicide and all forms of gender-based violence; and

WHEREAS Indigenous, Black, South Asian and South East Asian women and girls continue to experience high rates of violence, including femicide and were overrepresented within the Ontario Association of Interval and Transition Houses' 2021-2022 Annual Femicide List; and

WHEREAS last year in Ontario, on average every 7 days a woman or child lost their lives due to femicide; and

WHEREAS in four of the last five years at least one woman from the District of Timiskaming was the victim of femicide; and

WHEREAS this month and throughout the 16 Days of Activism Against Gender-Based Violence, we acknowledge our community's support of the Wrapped in Courage campaign and commitment to ending gender-based violence; and

WHEREAS there is an urgent need for greater investment and action to end gender-based violence in our community and throughout Ontario; and

WHEREAS it is recognized that the courage of a woman alone is not enough, it takes an entire community to end gender-based violence; and

Now, therefore, I (title and jurisdiction) proclaim and declare that November 25th, 2023 shall be known as

**“The International Day for the Elimination of Violence Against Women”**

and urge all citizens to recognize this day by acting to support survivors of gender-based violence.

Walk 'N Roll Timiskaming  
c/o Timiskaming Health Unit  
P.O. Box 1090  
New Liskeard, Ontario P0J 1P0



November 3, 2023

Mayor and Council  
City of Temiskaming Shores  
326 Farr Drive  
Haileybury, ON P0J1K0

Dear Mayor and Council,

As part of Timiskaming's Walk 'N Roll program, Timiskaming Health Unit staff and other community partners have been working closely with École Catholique St-Michel since 2019. Our goals are to promote active school travel and to improve safety in the school zone.

The Walk 'N Roll program has documented some concerns regarding connectivity and walkability from the Dymond subdivision to École Catholique St-Michel. Le service de transport scolaire du CSCDGR has additionally identified the gully behind the school as a hazard. We have assembled the following recommendations for consideration by the City of Temiskaming Shores to support walkability and safety in the vicinity of the school. Please note that we are not traffic engineers, however these recommendations are informed by the 2020 School Travel Plan, student transportation data, recent site observations, and parent surveys from 2019 as well as best practices in school travel planning. These documents can be found on our Timiskaming Active School Travel Steering Committee [Google Drive](#) or by request.

**Recommendation 1:** Pave the walkway from the back entrance of the school and along Laurette Street North to Crystal Crescent and maintain it in the winter.

- All grade 1-3 students who live within the walk zone (0.8km from the school) are automatically bussed due to the perceived danger of a gully behind the school (there is sometimes water in it). Figure 1 shows that there could be 15 more walkers from grades 1-3 if the hazard designation is removed.
- Bus eligibility related to this hazard does not apply to grade 4-8 students in the walk zone and they must walk despite the hazard and lack of connectivity or be driven to school. Figure 2 shows the number of students in grade 4-6 who are impacted daily by this route to school.

1

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Walk 'N Roll Timiskaming is a partnership dedicated to enhancing student well-being and safety:

Timiskaming Health Unit  
Northeastern Catholic District School Board  
Le Conseil scolaire catholique de district des Grandes-Rivières  
North East Tri-Board Student Transportation  
City of Temiskaming Shores  
Town of Englehart  
Temiskaming Shores OPP

District School Board Ontario North East  
Conseil scolaire public du Nord-Est de l'Ontario  
Ontario Ministry of Transportation  
Armstrong Township  
Town of Kirkland Lake  
Kirkland Lake OPP

- All student walkers, cyclists, and scooter riders use this footpath. There is no other access point into the school from the Dymond subdivision.
- Laurette Street North is not paved. In the Family Survey, parents voiced concern over mud, potholes, ice, and snow on this desired line, making the route to school unpleasant and unsafe for student walkers and cyclists.
- If the safety concerns are addressed, then the hazard designation can be removed. This would result in more student walkers, divert cars out of the school zone, and simplify the trip to and from school for many families.
- Out of the 6 schools for which we have collected data, St. Michel has the lowest number of walkers/bikers. Only 6% are using active modes of transportation to school – see Table 1. This is much lower than the provincial average of 24%.
- There is also potential for pedestrian/vehicle conflict without proper separation of walkers and vehicles because parents drive up to the rink to drop students off/pick students up at schoolyard fence.
- In addition to addressing safety concerns, adding the proposed pathway would connect nicely to the STATO trail and better connect the community to the school playground, the rink, and the baseball fields.



Fig. 1 Scatter map of students in **grades 1 to 3 who are in the walk zone at St. Michel but bussed** due to the hazard.

**n = 15** for the 2023-24 school year.

Source: Le service de transport scolaire du CSDGR.

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 Northeastern Catholic District School Board  
 Le Conseil scolaire catholique de district des Grandes-Rivières  
 North East Tri-Board Student Transportation  
 City of Temiskaming Shores  
 Town of Englehart  
 Temiskaming Shores OPP

District School Board Ontario North East  
 Conseil scolaire public du Nord-Est de l'Ontario  
 Ontario Ministry of Transportation  
 Armstrong Township  
 Town of Kirkland Lake  
 Kirkland Lake OPP

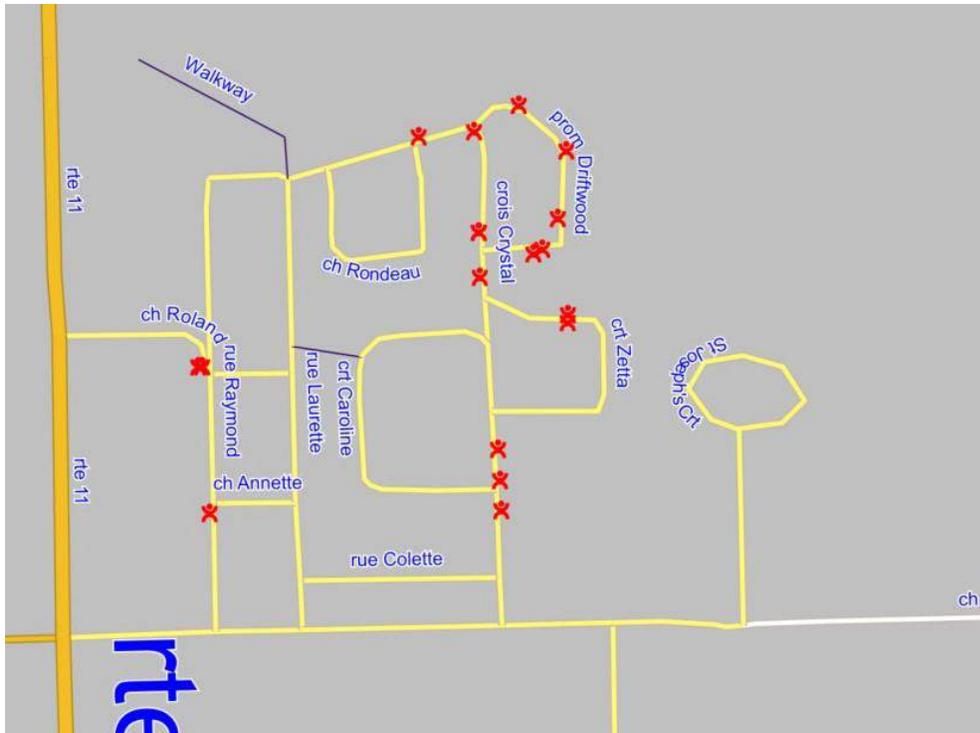


Fig. 2 Scatter map of students in **grades 4 to 6 who are in the walk zone at St. Michel.**

**n = 18** for the 2023-24 school year.

Source: Le service de transport scolaire du CSCDGR.

**Recommendation 2: Add lighting to the proposed walkway and ensure adequate lighting in the park area.**

- Additional lighting is being suggested by the school principal. He has noted regular instances of being called to dispose of drug paraphernalia and garbage in the area of the walkway behind the rink.
- Parents also voiced their concerns about the need for lighting in the active school travel surveys - see appendix A.

Walk 'N Roll Timiskaming is a partnership dedicated to enhancing student well-being and safety:

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 Northeastern Catholic District School Board  
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 Town of Englehart  
 Temiskaming Shores OPP

District School Board Ontario North East  
 Conseil scolaire public du Nord-Est de l'Ontario  
 Ontario Ministry of Transportation  
 Armstrong Township  
 Town of Kirkland Lake  
 Kirkland Lake OPP

**Table 1. Travel Mode Share over week of Oct 21-25, 2019 (Average % of students)**

Travel Mode	Bike	Walk	Roll	Bus	Car
<b>St-Michel</b>					
<b>To school</b>	3%	3%	0%	64%	30%
<b>From school</b>	2.6%	3.4%	0%	61%	33%

\*Only 6% of students are using active modes of travel.

Thank you for your ongoing commitment to improving safety for the students at École Catholique St-Michel and for city residents. The municipal role is very important in shaping healthy environments, in this case with well maintained, safe, and efficient walking routes.

Please do not hesitate to reach out with any questions.

Sincerely yours,

Elizabeth Morland (on behalf of the Timiskaming Active School Travel Steering Committee)  
Public Health Promoter and Active School Travel Facilitator- Timiskaming Health Unit

*Walk 'N Roll Timiskaming is a partnership of several community agencies dedicated to enhancing student well-being and safety. The regional Timiskaming Active School Travel Steering Committee works together with schools and community partners on initiatives that encourage active school travel and improve safety in school zones.*



Walk 'N Roll Timiskaming is a partnership dedicated to enhancing student well-being and safety:

Timiskaming Health Unit  
Northeastern Catholic District School Board  
Le Conseil scolaire catholique de district des Grandes-Rivières  
North East Tri-Board Student Transportation  
City of Temiskaming Shores  
Town of Englehart  
Temiskaming Shores OPP

District School Board Ontario North East  
Conseil scolaire public du Nord-Est de l'Ontario  
Ontario Ministry of Transportation  
Armstrong Township  
Town of Kirkland Lake  
Kirkland Lake OPP

## **Appendix A: The following comments were collected in parent surveys implemented by the Timiskaming Active School Travel program in 2019.**

We received multiple comments on the Family Survey regarding concerns related to the access point at the back of the school and the poor condition of Laurette Street North. Concerns cited were lack of adequate lighting along the walkway, mud, puddles, potholes, lack of sidewalks, and lack of snow removal:

- "Entre le champ de baseball et l'école – chemin glacé, plein de bosses, pas entretenu, mal éclairé, risques de glissades et chutes".
- "Le chemin vers le patinoire de Dymond n'est pas toujours nettoyé avec les autres chemins, donc c'est plus dangereux et difficile de passer par".
- "Entre la rue Laurette et l'école, passant par la patinoire – isoler, petits bois, pourrait y avoir des prédateurs".
- "No bike routes back way to school"
- "Toutefois beaucoup de harcèlement fait pour ceux qui marchent à l'école".
- "Les gollées, cars c'est dangereux".
- "Pour les enfants qui marche de Dymond c'est pas assez éclairé, pas assez de lumière".
- "Pourquoi pas mettre une lumière à la sortie de l'école".
- "Je suis très inquiète de la section mentionnée qui est pleine de neige glacée et qui n'est pas entretenue" (grade 3 child bikes for 4 months but takes bus in winter).
- "Make the stretch of Laurette St (North of Crystal Crescent) a NO CAR ZONE during school rush hours".
- "Ask the municipality to pave the path or grade the gravel more often".
- "Ask the municipality to pave path from schoolyard fence to ice rink to start".
- "Le long de la rue menant du terrain de balle à l'école - cette petite ruelle n'est pas entretenue. Les enfants arrivent pleins de boue, les espadrilles toutes trempées, les bicyclettes pleins de boue. L'hiver c'est glissant et cahoteux, pleins de trous de glace. C'est très désagréable pour ceux et celles qui marchent ou vont en bicyclette".



Walk 'N Roll Timiskaming is a partnership dedicated to enhancing student well-being and safety:

Timiskaming Health Unit  
Northeastern Catholic District School Board  
Le Conseil scolaire catholique de district des Grandes-Rivières  
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Conseil scolaire public du Nord-Est de l'Ontario  
Ontario Ministry of Transportation  
Armstrong Township  
Town of Kirkland Lake  
Kirkland Lake OPP



November 6, 2023

Dear Friends in Catholic Education,

The Northeastern Catholic District School Board is pleased to share a visual graphic with our stakeholders and community partners, detailing the content of the new 2023-2028 Multi-Year Strategic Plan.

The new 5-year multi-year strategic plan (MYSP) identifies four key strategic priorities. The MYSP will serve as a roadmap over the next five years, with opportunities for renewal or re-envisioning as needed. The MYSP is fundamental to ensuring good governance and helps to build public confidence and trust. The MYSP and all its related work plans serve as the basis for decision-making, accountability, and creating a shared vision for the future of the NCDSB.

The four core Strategic Priorities of the MYSP are:

***Strategic Priority 1***

*Nurture the Catholic faith journey and spirituality of all through relevant and engaging programs, service projects, and formation experiences.*

***Strategic Priority 2***

*Sustain equitable and inclusive learning and work environments that promote a sense of belonging and well-being.*

***Strategic Priority 3***

*Foster a culture of high expectations and accountability in the pursuit of excellence.*

***Strategic Priority 4***

*Invest in resources and partnerships that benefit our students, school communities, and earth.*

The attached NCDSB Strategic Priorities graphic provides a simple visual of the multi-year strategic plan, and helps to frame our work moving forward. The foundation of the MYSP is based on the five organizational values and beliefs of the NCDSB: achievement, community, faith, inclusivity, and respect. Next, central to the structure are the four pillars which represent our strategic priorities. These pillars provide essential support to our mission and vision statements. Then, encapsulating it all, is our system theme – a place where we all belong.

We look forward to sharing the progress we are making towards the achievement of our strategic priorities. We remain deeply committed to improving outcomes, strengthening our relationships, and serving the needs of our students and school communities. Together, we are building a place where we all belong.

Sincerely,

*Tricia Stefanie Weltz*  
Director of Education



# Northeastern Catholic District School Board Strategic Priorities



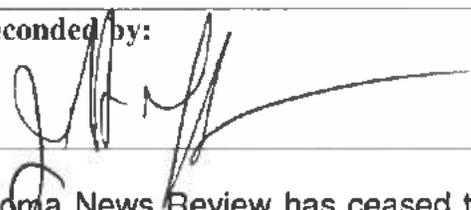


The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 7, 2023

Resolution # RC23263	Meeting Order: 8
Moved by: 	Seconded by: 

**WHEREAS** the local newspaper company Algoma News Review has ceased the print publication of its weekly newspaper and printed its final edition on July 6, 2022; and

**WHEREAS** the *Legislation Act, 2006* provides a definition of "newspaper" which applies to every Ontario Act Regulation, as in a provision requiring publication, means a document that, (a) is printed in sheet form, published at regular intervals of a week or less and circulated to the general public, and (b) consists primarily of news of current events of general interest; ("journal"); and

**WHEREAS** Ontario Municipalities are required to follow publication and notice requirements for Provincial Acts and Regulations; and

**WHEREAS** communities such as the Municipality of Wawa cannot comply with publication requirements in Provincial Acts and Regulations as the Algoma News Review publication is no longer being printed in sheet form and there are no other local news publications fitting the definition of "newspaper"; and

**WHEREAS** some small rural Ontario Municipalities may not have the means to bring an application to the Court to ask for directions and approval of an alternate manner of providing notice;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Wawa does hereby support the Township of McKellar and request the Provincial Government to make an amendment to the *Legislation Act, 2006* to include digital publications as an acceptable means of publication and notice requirements for Provincial acts and Regulations; and

p.2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

FURTHERMORE request the support of all Ontario Municipalities; and

FURTHERMORE THAT this resolution be forwarded to the Minister of Municipal Affairs and Housing Paul Calandra, Algoma Manitoulin MPP Michael Mantha, and the Association of Ontario Municipalities (AMO).

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	<b>MAYOR AND COUNCIL</b>	<b>YES</b>	<b>NO</b>
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: \_\_\_\_\_

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 7, 2023

Resolution # RC23265	Meeting Order: 10
Moved by: <i>Cathy Fannon</i>	Seconded by: <i>J. Mal</i>

**WHEREAS** Canada has 90,000 volunteer firefighters who provide fire and all hazard emergency services to their communities; in addition, approximately 8,000 essential search and rescue volunteers respond to thousands of incidents every year; and

**WHEREAS** many of these individuals receive some form of pay on call, an honorarium, or are given some funding to cover expenses, but they do not draw a living wage from firefighting; and;

**WHEREAS** without volunteer firefighters and search and rescue volunteers, thousands of communities in Canada would have no fire and emergency response coverage; and;

**WHEREAS** in 2013, the federal government initiated a tax credit recognizing these individuals, and calling on the federal government to increase this tax credit from \$3,000 to \$10,000; and;

**WHEREAS** volunteer firefighters account for 71% of Canada's total firefighting essential first responders;

- The tax code of Canada currently allows volunteer firefighters and search and rescue volunteers to claim a \$3,000 tax credit if 200 hours of volunteer services were completed in a calendar year;
- This works out to a mere \$450 per year, which we allow these essential volunteers to keep of their own income from their regular jobs, \$2.25 an hour;
- If they volunteer more than 200 hours, which many do, this tax credit becomes even less;
- These essential volunteers not only put their lives on the line and give their time, training and efforts to Canadians, but they also allow cities and municipalities to keep property taxes lower than if paid services were required;

*p.2...*



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

- It would also help retain these volunteers in a time when volunteerism is decreasing.

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Wawa call upon the Government of Canada to support Bill C-310 and enact amendments to subsections 118.06 (2) and 118.07 (2) of the Income Tax Act in order to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000; and;

**FURTHERMORE THAT** a copy of the resolution be shared with the Association of Fire Chiefs of Ontario, Algoma Mutual Aid Association, Association of Municipalities of Ontario and all Ontario municipalities.

RESOLUTION RESULT		RECORDED VOTE	
<input checked="" type="checkbox"/>	CARRIED	<b>MAYOR AND COUNCIL</b>	YES NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield	
<input type="checkbox"/>	TABLED	Cathy Cannon	
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon	
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann	
<input type="checkbox"/>	WITHDRAWN	Joseph Opato	

Disclosure of Pecuniary Interest and the general nature thereof.

- Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: \_\_\_\_\_

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL

Emailed: [GBourgouin-QP@ndp.on.ca](mailto:GBourgouin-QP@ndp.on.ca)

November 9, 2023

Guy Bourgouin  
MPP – Mushkegowuk-James Bay  
Room 329  
Main Legislative Building  
Queen's Park  
Toronto, ON  
M7A 1A5

Dear Mr. Bourgouin,

**Re: Preparation of Bill – Regarding Passing on Double/Two Solid Yellow Lines**

Your letter requesting support for the above-mentioned bill was submitted to the Council of the Corporation of the Township of Evanturel at the regular council meeting of November 8, 2023.

Council considered the proposed bill and authorized its support by resolution.

Find enclosed a true certified copy of Resolution No. 7 passed in open council November 8, 2023 authorizing this support

Best of luck in this very important endeavour.

Yours truly,



Virginia Montminy  
Clerk  
THE CORPORATION OF THE  
TOWNSHIP OF EVANTUREL  
Encl:

**Resolution of Council**

Moved by: Councillor Belanger

Date: November 8, 2023

Seconded by: Councillor MacPherson

Resolution No: 7

**WHEREAS** police services in Ontario do not currently have the legal tools to penalize the dangerous maneuver of vehicles passing vehicular traffic on the left on two solid yellow lines;

**AND WHEREAS** this dangerous maneuver has had devastating effects on the residents of Northern Ontario Municipalities which centre around Highways 11 and 17, and who must use these highways as main thoroughfares;

**AND WHEREAS** Guy Bourgoon, MPP Mushkegowuk-James Bay, is preparing a bill to make it completely illegal for a vehicle to pass on the left side of a lane when it is marked with two solid yellow lines:

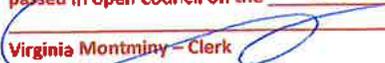
**NOW THEREFORE** the Council of the Corporation of the Township of Evanturel, in the District of Temiskaming, hereby resolves to support the initiative of MPP Bourgoon in the preparation of this very important bill.

Carried   
Derek Mundle - Reeve

DIVISION VOTE		
YEAS	NAME OF MEMBER OF COUNCIL	NAYS
	BARBARA BEACHEY, COUNCILLOR	
	GISELE BELANGER, COUNCILLOR	
	ROB MACPHERSON, COUNCILLOR	
	JOHN SIMMENS, COUNCILLOR	
	DEREK MUNDLE, REEVE	
	TOTALS	

Declaration of Pecuniary Interest – Report to Council TWP2019-05 – Form A – Reeve Mundle \_\_\_; Councillor

Certified to be a true copy of Resolution No. 7 of the Corporation of the Township of Evanturel  
passed in open Council on the 8th day of November, 2023.

  
Virginia Montminy – Clerk  
Township of Evanturel



# GUY BOURGOUIN

MPP Mushkegowuk—James Bay  
Député provincial de Mushkegowuk—Baie James

Dear partners of northern municipalities,

A serious accident almost cost the life of a citizen of my constituency due to an attempt to pass on the left on two solid yellow lines. In 2022, after asking a police officer how to prevent such accidents, I learned that the police does not currently have the legal tools to penalize this dangerous maneuver and thus avoid these accidents.

I am currently preparing a bill that would make it completely illegal for a vehicle to pass on the left side of a lane when it is marked with two solid yellow lines.

This will prevent vehicles, including heavy trucks, from passing or attempting to pass on the left when the left lane is in the opposite direction. This is currently a recommendation by law but is not prohibited. There is therefore no penalty for drivers who perform this dangerous maneuver.

In our northern communities, which are centered around both highways 11 and 17, which are main roads for us, the effects of this maneuver are known and devastating. Except to enter a private lane on the left of the road or to enter the highway's lane, there is no reason to use this deadly maneuver. Ontario is the only province that does not penalize this behavior, it is time to prioritize the lives of Ontarians.

I am sure that many of you are very familiar with the situation and care about the safety of citizens who use our roads. This is particularly the case with severe snowstorms approaching which will make our roads less safe.

Dear partners of municipalities across Northern Ontario, I would like to count on your support when I to table this bill in the Legislative Assembly on November 21. Each of your letters to support my initiative could save lives.

Thank you in advance for your help.

Best regards,

Guy Bourgouin

MPP/député, Mushkegowuk-James Bay/Baie James

## CONSTITUENCY OFFICE BUREAU DE CIRCONSCRIPTION

2 rue Ash Street  
Kapusking, ON P5N 3H4  
☎ 1-833-560-6400  
✉ GBourgouin-CO@ndp.on.ca

## QUEEN'S PARK

Room / Bureau 329  
Main Legislative Building / Édifice de l'Assemblée législative  
Queen's Park, Toronto, ON M7A 1A5  
☎ 1-416-326-7351  
✉ GBourgouin-QP@ndp.on.ca



November 10, 2023

Honourable Premier Doug Ford  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

At its regular meeting on November 9, 2023, Dufferin County Council passed the following resolution:

WHEREAS the safety of our community and its members is of extreme importance to every Dufferin County resident, as well as to Dufferin County Council;

WHEREAS gender-based violence and intimate partner violence (IPV), often referred to as domestic violence, means any use of physical or sexual force, actual or threatened in an intimate relationship, including emotional and/or psychological abuse or harassing behaviour;

WHEREAS on August 16th, 2023, Justice Minister Arif Virani described gender-based violence as "an epidemic" in the federal government's formal response to a coroner's inquest, also stating that his government is committed to ending the gender-based violence epidemic "in all its forms, and is working to address any gaps in the Criminal Code to ensure a robust justice system response";

WHEREAS by declaring gender-based violence and intimate partner violence an epidemic, the County of Dufferin can join the growing number of municipalities and regions in demanding action from all levels of government to address this growing epidemic;

WHEREAS the incidences of gender-based violence and intimate partner violence have increased exponentially throughout the COVID-19 pandemic and has not decreased, while funding to provide the growing demand of services and support for victims and survivors has not kept pace;

BE IT RESOLVED THAT the County of Dufferin officially declare intimate-partner violence an epidemic, as per recommendation #1 from the Culleton, Kuzyk, and Warmerdam (CKW) Inquest;





AND BE IT FURTHER RESOLVED THAT the County of Dufferin recommends that gender-based violence and intimate partner violence be declared an epidemic in the Province of Ontario;

AND THAT the County of Dufferin requests that the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO), and all municipalities and regions in Ontario declare gender-based violence and intimate partner violence an epidemic;

AND THAT the County of Dufferin requests that the provincial and federal governments enact the additional 85 recommendations from the CKW Inquest, which provides a roadmap to preventing intimate partner violence from escalating to femicide;

AND THAT the County of Dufferin requests that the federal government starts this enactment by adding the word "femicide" as a term to the Criminal Code of Canada;

AND THAT the County of Dufferin requests that the provincial and federal governments provide the necessary support to municipalities, regions, and their emergency and social services to meaningfully address the gender-based violence and intimate partner violence epidemic;

AND THAT the Clerk be directed to send a copy of this motion to the Honourable Premier of Ontario, Doug Ford, The Right Honourable Prime Minister of Canada, Justin Trudeau, Members of Parliament, Members of Provincial Parliament, the United Nations, and all Ontario Municipalities.

Thank you,

*Michelle Dunne*

Michelle Dunne  
Clerk

Cc Prime Minister Trudeau  
Kyle Seeback, MPP  
Sylvia Jones, MP  
United Nations of Canada  
Federation of Canadian Municipalities (FCM)  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities





# DTSSAB Quarterly Report

Q3 - 2023

July 1st - September 30th

**Mark Stewart**  
Chief Administrative Officer

**John McCarthy**  
Chief of EMS

**Louanna Lapointe**  
Ontario Works Manager

**Steve Cox**  
Housing Services Manager

**Lyne Labelle**  
Children's Services Manager

**Rachel Levis**  
Director of Human Resources

**Janice Loranger**  
Director of Finance

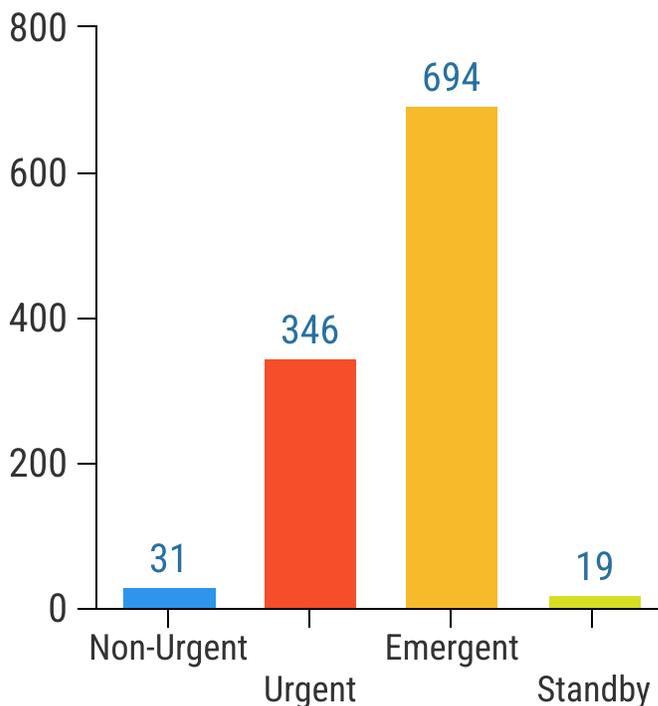
Prepared By:  
**Michelle Sowinski**  
Communications and Executive Coordinator



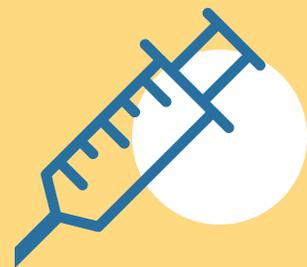
# Emergency Medical Services and Community Paramedicine



### 2023 Q3 Call Volume



Non-urgent calls trend towards a decrease, with projected emergency calls remaining steady. When comparing this data to the initial biannual response time report, projected minimum response times for emergencies across our district are being achieved. It is anticipated that this trend will continue and result in faster response times.



## Base Hospital Training

In early June, all DTSSAB paramedics attended annual Base Hospital recertification process. There was specific training surrounding new Treat and Refer directives. These directives include treatment of patients suffering from epileptic episodes and hypoglycaemia (low blood sugar) and then releasing patients to their home following a referral to follow up with their health care provider. These directives will be instrumental in minimizing unnecessary trips to the emergency room.





## ParaMentors

Acting Deputy Chiefs Trevor Neddo and Pierre Poulin attended the ParaMentors recruitment event in Toronto on September 16th. The event proved to be productive in spreading awareness of the service as well as in regards to recruitment. It was the first year that DTSSAB EMS attended the event.

## Ontario Association of Paramedic Chiefs (OAPC)

September 25th-29th, members of the EMS Leadership team attended the annual Ontario Association of Paramedic Chiefs conference where numerous issues currently faced by Paramedic Services were discussed. These topics included non urgent transfers, the evolution and future of Paramedic education, psychological health and wellness, the toxic drug crisis and other important topics.



## Community Partnerships

To foster the continued growth and development of positive working relationships with local healthcare partners, DTSSAB EMS Leadership meets monthly with local hospitals for trouble-shooting and discussions centered around continuous improvement, this creates a space for collaborative approaches to ensure the highest possibly quality of care for Timiskaming residents and visitors.



## Community Paramedicine

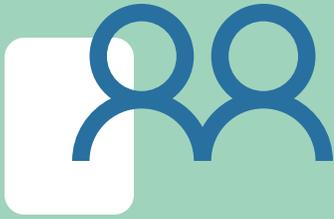
242 (+53)  
Active Clients

- CP Program is focused on reducing emergency room visits and hospital admissions by providing additional support for high risk and/or vulnerable individuals.
- Referring clients to the most appropriate healthcare providers and social services in the community by assessing and monitoring clients for early signs of not yet diagnosed conditions.
- Monthly initiatives are being launched, including topics such as smoking cessation, fire prevention, and Intimate Partner Violence.
- Along with our Visits and Assessments, we currently have Medical Directives:
  - Congestive Heart Failure (CHF)
  - Hypertension
  - Presently in the process of developing COPD Directives



# ONTARIO WORKS

Below are highlights of Ontario Works program's third quarter for 2023 (July, August and September 2023). Included are the performance, operation as well as an update on delivery standards.



## Application for Assistance and Approvals

We are seeing a decrease in new applications for the third quarter of 2023, which is a result of the high demand for workers.



Cases that  
exited Ontario  
Works

220

Number of New  
Applications  
(-19)

153

Monthly  
Caseload  
Average (-48)

593

Number of  
Emergency  
Assistance  
cases granted  
(-2)

1

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

50%

Total of new  
cases granted  
Ontario Disability  
Support Program  
(ODSP) (-5)

11

Monthly average  
of cases reporting  
employment  
earnings (+1)

41



# Ontario Works Service Delivery Plan

The shift toward technological solutions and changes has been rapid. There is a push for a future defined by digital modernized services, and social assistance systems are not exempt. The goal to accelerate the delivery of services that are centralized, digital, and automated, while remaining open, equitable, and person-centric, is grounded in the hope that service users will be more successful in their pathways toward independence and employment readiness.

Centralized Intake is an initiative to streamline and standardize the application process for Social Assistance across the province. This service also allows the local office staff time to focus on supporting clients through crisis and helping them get back to work by reducing the time spent on administrative tasks and paperwork. Centralized Intake relies on the following technical components, which are all supported by the IBAU (Intake & Benefits Administration Unit) Centralized Intake team:

- The Social Assistance Digital Application (SADA) for online applications
- The eID portal for ID verification and eSignatures for applications
- A Risk-Based Eligibility Determination (RBED) framework which uses data from the application to determine eligibility, developed in partnership with Equifax

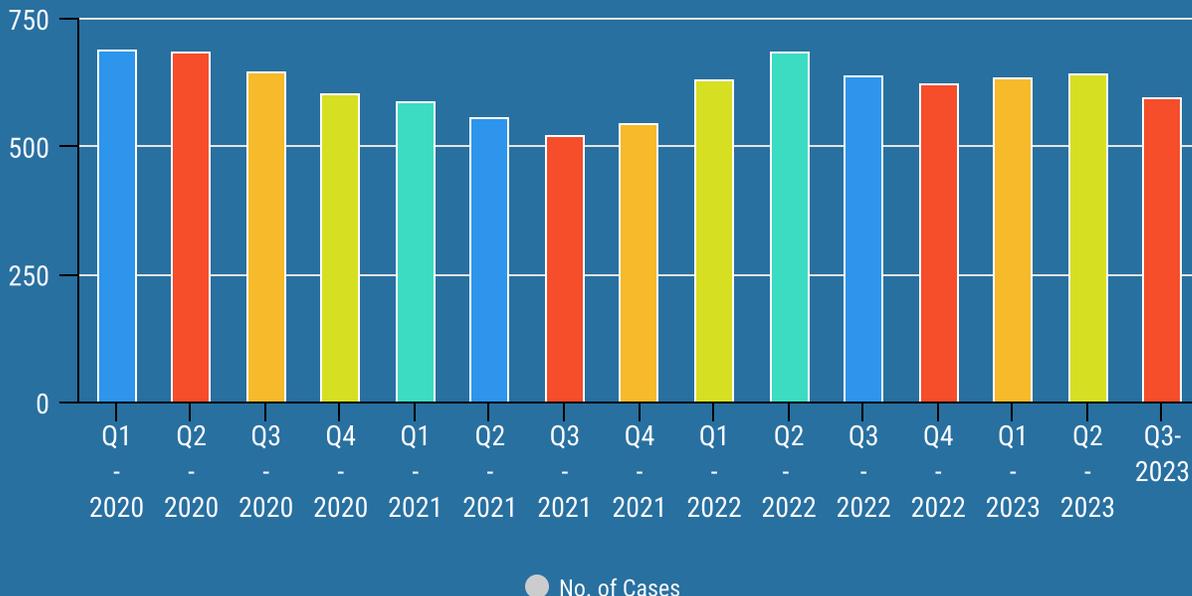
In July 2023, Ontario Works teams across the province began participating in monthly meetings to develop and enhance the relationship with the Centralized Intake Team to deliver improved client experience. The goal for Centralized Intake Collaborative & Strategic Table is to strategize and collaborate with our municipal offices pertaining to the current Central Intake (CI) process for Ontario Works. This could include reviewing, updating, and enhancing:

- current business processes,
- job aids,
- user guides, and
- technology.

Members engage in activities such as:

- Regular meetings with Ministry of Children, Community and Social Services (MCCSS) representatives
- Identifying priorities to improve the current state (day-to-day operations) of Centralized Intake
- Strategic and collaborative conversations using collected data

## Average Caseload Trend



# Digitization

Social Assistance Digital Application (SADA) is an online service that supports a fast and easy way for clients to apply for social assistance, verify their identity and e-sign their application. This program is fully integrated with a back-end case management system including semi-automation with a risk-based eligibility determination and granting an application. This online service improves the experience for applicants by offering an online intake process that is faster and more convenient, reduces the reliance on in-person meetings and increases online identity assurance levels and reduces the need for manual identity verification processes and paper documentation.

MyBenefits is a fast, easy and secure way for clients to access social assistance case information and report changes which saves staff time to focus on effective case-management and provide supports to clients in need. Clients have access to this benefit anytime, anywhere and on any device. Features allow clients:

- to send and receive messages to their caseworker
- upload digital documents, check their payment history and overpayment information
- report earned income and shelter expenses
- view their profile and update their telephone number and address
- view and download letters as well as proof of social assistance.

The Digital Services and Operation Unit (DSO) has been exploring how to improve the applicant and client user experience through all phases of their social assistance journey. By integrating our two existing digital services, Social Assistance Digital Application (SADA) and MyBenefits, it was determined that this is the best approach to digitally support applicants through their intake journey. In August 2023, new users now have the ability to create an account enabling save and continue as well as early access to certain MyBenefits features such as My Profile, Messaging and document upload and Application Status Checker.

The eSignature solution was integrated to reduce manual processes and technical barriers for staff and applicants. This online service makes it fast and easy for people to apply for social assistance, verify their identity, and eSign their application online. It also increases assurance level of online identity and reduces the need for manual verification. Staff have prepared for this process and now are able to assist clients to apply for assistance when they are unable to attend the office in person



# HOUSING SERVICES

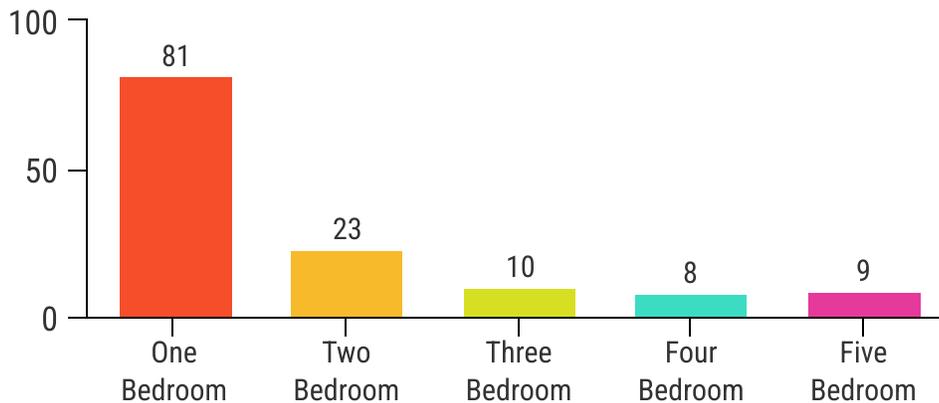


## Centralized Wait List

Throughout the third quarter of 2023 the Housing Services received 120 new applications seeking housing in our District.

It should be noted that of those 120 applications 43 were online and 77 of the applications were in paper format. This is a 36 % 64 % split. Our online application was rolled out in August of 2021 and has been active for just over two years.

Application Activity Based on Bedroom Size in Q3



## 2023 Conference - Canadian Alliance to End Homelessness (CAEH)

It was announced that the DTSSAB, in partnership with The Salvation Army, will be presenting at the 2023 Canadian Alliance to End Homelessness Conference discussing the Hope Haven Transitional House project in Kirkland Lake, specifically addressing the challenges of addressing homelessness in rural and remote areas. The intent of the presentation is to demonstrate the benefit of innovative, collaborative solutions that can be cost-effective and efficient, specifically in communities with similar demographics to the Timiskaming District.

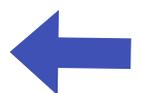


## Unit Vacancy

Vacancies vary from month to month and are difficult to forecast. In the third quarter of 2023, the Housing Services Program saw 24 Move outs and 12 Move Ins.



24 Move Outs



12 Move Ins

# HOUSING SERVICES



## Timiskaming By-Name List Update

170

individuals on the list since December 2021

101

Individuals assisted through the Homelessness Prevention Program (HPP)

69

Individuals with no assistance, 23 pending

\$ 182,7250.30

Total amount of funding used to assist individuals

Our Timiskaming BNL Committee has been working hard and has achieved our Ontario BNL requirements as well as our BNL Quality requirements.



## Canada-Ontario Community Housing Initiative & Ontario Priorities Housing Initiative (COCHI & OPHI)

COCHI funding is allotted to repair and regenerate existing community housing stock. The OPHI funding provides support to individuals in the district through four components, Tenant Supports, Rent Supplements and Ontario Renovates.

### Component Allotments

COCHI	- \$ 350,900
OPHI - Ontario Renovates	- \$ 182,700.00
OPHI - Rent Supplement	- \$ 12,000

# 2023 Capital Project Profiles

## 25-25A Tweedsmuir - Hallway Flooring Project

In 2023 we started a hallway flooring replacement project at 25-25A Tweedsmuir. This year the project was completed, refreshing the flooring throughout the whole building.



## 42 Churchill Drive Roof Project

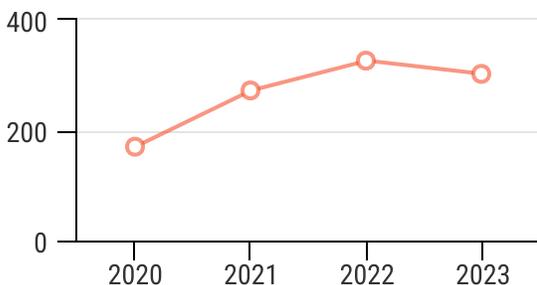
In 2012, through a funded Energy Efficiency Program, a pre-water heating system was installed at 42 Churchill Drive. Shortly after the installation, the company went bankrupt and there was no means to determine the energy savings. With the installation of an energy efficient tankless hot water system and the questionable savings of the system – it was determined through consulting contractors familiar with the system that the system should be removed. The heaving load of the system had an impact on the structure of the roof as well. The the system was removed and the sheathing and shingles were replaced.



99 Thompson Blvd. - Larder Lake  
Identification sign was refreshed.



4-Year Trend of Housing Applications Through to Q3



# CHILDREN'S SERVICES

## Children's Services Program Overview



In the 3rd Quarter of 2023, the Children's Services Program provided support for children and families in the district of Timiskaming. Daily support is provided by conducting intakes for Fee Subsidy Assistance, conducting parent interviews to determine eligibility, and Case Management tasks for ongoing families.

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



## Canada-Ontario Early Childhood Workforce Funding

For the 2023 fiscal year, Timiskaming received \$127,195 of Workforce funding from the Ministry of Education. This funding is directed to support the retention and recruitment of high-quality childcare and early years workforce.

At the end of Q3, the expenditures are within the 2023 budget.



## Special Needs Resourcing

Children with special needs may have a variety of conditions that may affect their physical, communication, intellectual, emotional, social and or behavioural development.

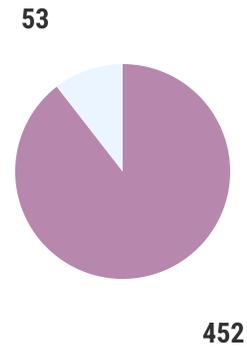
The DTSSAB obtains resource services from Community Living Temiskaming South.

	June 2023	July 2023	August 2023
Total # of Children ACTIVE 0-12 years	67	70	71
Total # of Children ACTIVE 13-18 years	0	0	0
Number of Licensed Child Care Programs Supported	14	14	14
Number of EatlyON centres/Playgroups supported	1	1	1
Monthly # of Children Served 0-4 years	24	21	19
Monthly # of Children Served 4-6 years	13	15	10
Monthly # of Children Served 6+	2	3	2
Number of EatlyON centres/Playgroups supported	1	1	1

## Canada-Wide Early Learning Child Care (CWELCC)

As indicated in past reports the CWELCC system gives families access to more affordable and high-quality child care options. It also helped lower child care fees for parents of children under the age of six. The intent is also to increase child care spaces, support the child care workforce and support inclusive child care. In Timiskaming we will make every effort to open a total of 45 new spaces by 2026.

Spaces	2022	2023	2024	2025	2026
45	0	15	15	0	15



The DTSSAB continues to support eligible children and families in our district with CWELCC funding. During Q3 we saw a monthly average of 452 children served in child care centres and a monthly average of 53 children served by home child care. Based on these numbers and the eligible CWELCC fee reductions, child care providers received a total of **\$443,674**.

## Canada-Wide Early Learning Child Care (CWELCC) Cost Escalation

The purpose of this additional funding is to support cost increases that child care providers may face that are beyond the licensee's control and that may impact their capacity to continue participating in CWELCC.

Licensees can use the cost escalation funding to address operating cost increases beyond the control or discretion of the licensee, such as salaries and wages, benefits, operations, and accommodations.

The formula used to calculate allocations to child care providers in our district is as follows:

$$(A \times B \times C \times 2.75\%) + (D \times 2.75\%)$$

Where,

A = number of eligible children enrolled as of December 21, 2022

B = capped daily fees (i.e., as of March 28, 2022, for licensee enrolled in 2022 regional maximum for new licensees enrolled in 2022)

C = number of days the licensee operates in a year

D = licensee's General Operating Grant for 2022 to support children 0-5 years old only

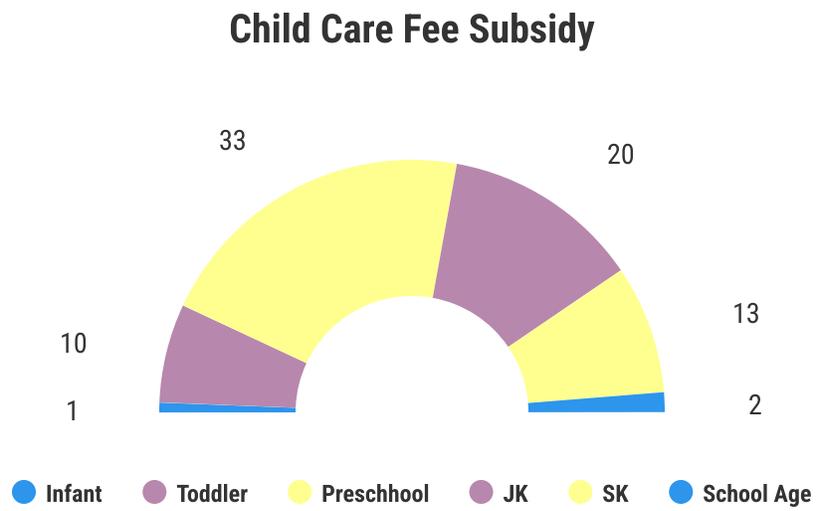
**\$203,928** in Cost Escalation Funding was allocated to 6 child care providers in Timiskaming.

## Wage Enhancement Grant

The Wage Enhancement Grant (WEG) provides funding for a wage increase of up to \$2.00 per hour, plus up to 17.5% benefits to Registered Early Child Care Educators (RECEs) and other child care program staff working in licensed child care centres and licensed home child care agencies in Timiskaming. During Q3 providers were eligible and received **\$163,705** in WEG.

# Child Care Fee Subsidy

Below is a chart of the average number of children served by Child Care Fee Subsidy.





## Minutes

Sept 27<sup>th</sup>, 2023 5:30pm

RIVARC

### **1.0 CALL TO ORDER:**

### **2.0 ROLL CALL:**

Members:

- Sherry Ridley - present
- Sean Rivard - present
- Joline Rivard - present
- Mark Wilson - present
- Lisa Vandermeer - present

Staff:

- Tiffany White as coordinator - present
- André Brock as consultant - present
- James Franks as mentor - present
- Anny St Jean – guest - regrets

### **3.0 APPROVAL OF AGENDA:**

Moved by: Joline

Seconded by: Sean

**Carried**

### **4.0 DISCLOSURE OF PECUNIARY INTEREST OR GENERAL NATURE: NA**



5.0 **REVIEW AND ADOPTION OF PREVIOUS MINUTES:**

**Sept 11<sup>th</sup>, 2023**

Moved by: Joline

Seconded by: Mark

**Carried**

6.0 **ORGANIZATION BOARD, see updated board**

7.0 **BUDGET**

- event stage discussion – committee likes a 12’ x 16’ x 16” in size
  - top should be tough coat for durability
  - need to purchase storage boxes as well

Motion to add 5 hours to the Coordinators weekly hour allotment starting Oct 2<sup>nd</sup>

Moved: Lisa

Second: Mark

**Carried**

**8.0 SUMMER BLOCK PARTY follow up** – Tiffany requested committee members email the feed back they received.

**9.0 NEW BUSINESS**

The Greenhaus received the contract for the hanging basket

Motion to accept the Greenhaus proposal

Moved: Mark

Second: Joline

**Carried**

**Halloween Haunt** – Oct 31<sup>st</sup> 3pm – 5pm

-Tiffany will put ad in paper Speaker/Weekender Oct 25<sup>th</sup> & 27<sup>th</sup>

-advertise through social media sharing

-Tiffany reaching out to Drew about a contract for a year for various events



- will be setting up a selfie booth for participants to take pictures at, we will run a contest for those who post and tag #BOONLBIA
- three \$100 gift cards to be given out for this contest from a local BIA store of the winners choice
- Tiffany will deliver pumpkin pages to participating business with a volunteer

#### **Tree Lighting – Nov 23<sup>rd</sup>**

- Tiffany will attend the next few Village Noel meetings
- committee would like to have a Christmas Choir
- considering closing the road from Cenotaph to Village Noel will add motion for next meeting
- Looking into a yearly contract for CJTT advertising
- will speak to Tim Hortons about Hot Chocolate donation
- possibly have snack and beverages on site to hand out

#### **10.0 DATE OF NEXT MEETING: Oct 16<sup>th</sup> 5:30pm RIVARC**

#### **11.0 ADJOURNMENT:**

Moved by: Sean

**Time of adjournment: 7:49pm**



## Minutes

Oct 16<sup>th</sup>, 2023 5:30pm

RIVARC

### **1.0 CALL TO ORDER:**

### **2.0 ROLL CALL:**

Members:

- **Sherry Ridley** -present
- **Sean Rivard** -present
- **Joline Rivard** -present
- **Mark Wilson** -present
- **Lisa Vandermeer** -present

Staff:

- **Tiffany White as coordinator**- present
- **Andrea Brock as consultant** - present
- **James Frank as mentor** -present

### **3.0 APPROVAL OF AGENDA:**

Moved by: Mark

Seconded by: Joline

**Carried**

### **4.0 DISCLOSURE OF PECUNIARY INTEREST OR GENERAL NATURE: NA**



5.0 **REVIEW AND ADOPTION OF PREVIOUS MINUTES:**

**Sept 27<sup>th</sup>, 2023**

Moved by: Joline

Seconded by: Sean

6.0 **ORGANIZATION BOARD** – on track, banners will come down when snowflakes go up

7.0 **HALLOWEEN HAUNT** -Auxiliary has been contacted for road safety  
-Sean spoke with Joel Lamay about drone footage and received a quote of \$375.00 for a one-time event, following up about a year contract  
-Sherry is donating signs for the selfie photo booth at the cenotaph and a committee member will hand out candy  
-Joline has reached out to the high school to have a student volunteer to take pictures

Motion to spend \$160.00 on candy to be handed out.

Moved: Lisa

Second: Mark

**Carried**

8.0 **BUDGET**

- event stage discussion, stage will be on the 2024 budget
- 2024 budget proposal done and approved by committee

10.0 **SUMMER BLOCK PARTY follow**

-Jolines notes attached

11.0 **NEW BUSINESS**

- OBIAA Membership  
Motion to purchase 2024 OBIAA membership \$281.00  
Move: Lisa  
Second: Sean

**Carried**



- Motion to allow coordinator to make purchases up to \_\$500\_ without a committee vote  
Move: Mark  
Second: Lisa  
**Carried**
- Motion to purchase MS Office for the BIA computer \$189 + tax & installation  
Move: Sean  
Second: Mark  
**Carried**
- Motion to spend \$4000.00 on CJTT advertising contract  
Move: Lisa  
Second: Joline  
**Carried**
- Motion to spend \$5000.00 on Christmas Décor for the downtown  
Move: Sean  
Second: Mark  
**Carried**

**AGM** – last week of November, Tiffany will reach out to NL Curling Club and Tap That to find a venue to host

-hours will be 5pm – 7pm, looking at networking/social event more so than a meeting

-Andre has power point but some updates will be needed

-Mark to make a 5 min presentation on the Downtown Core Transportation Study

-Tiffany will speak with Yves to see if Zack Crib would like to make a short 5 min presentation

-Tiffany will get quotes for food platters, sandwiches / desserts

12.0 **DATE OF NEXT MEETING: Nov 15th**

13.0 **ADJOURNMENT:**

Moved by: Joline

**Time of adjournment: 7:25pm**



## MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, June 28<sup>th</sup>, 2023, at 5:30 PM at Englehart Family Health Team

---

- Present: Pat Kiely, Rick Owen, Jeff Laferriere, Mary-Jo Lentz, Lois Perry, Clifford Fielder, Ian Macpherson, Jesse Foley, Mark Stewart (CAO)
- Staff: Steve Cox – Housing Services Manager, Janice Loranger – Director of Finance, Shane Taylor – Commander of CP (A), Corey Mackler – Information Technology Manager, Norma Cale – Housing Services Maintenance Supervisor, Michelle Sowinski - Recorder
- Absent: Derek Mundle
- Guests: Darlene Wroe – Temiskaming Speaker
- 

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

### 1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

### 2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

### 3.0 PETITIONS AND DELEGATIONS

Nil

### 4.0 ACCEPTANCE/ADDITIONS TO AGENDA

#### Resolution 2023-44

Moved by Lois Perry and seconded by Mary Jo Lentz

**THAT the agenda of the Regular Meeting of the Board held on June 28<sup>th</sup>, 2023, be accepted as presented.**

Carried.

### 5.0 ADOPTION OF PREVIOUS MINUTES – May 17<sup>th</sup>, 2023, REGULAR MEETING OF THE DTSSAB BOARD

#### Resolution 2023-45

Moved by Jeff Laferriere and seconded by Lois Perry

**THAT the Minutes of the Regular Meeting of the DTSSAB Board held on May 17<sup>th</sup>, 2023, be accepted as presented.**

Carried.

### 6.0 CORRESPONDENCE

#### 6.1 Zack's Crib SSRF Extension

#### 6.2 Community Paramedicine for Long-Term Care – Funding Extension

#### Resolution 2023-46

Moved by Rick Owen and seconded by Jeff Laferriere

**THAT the Board accept the Correspondence for information.**

Carried.

**7.0 NEW BUSINESS**

**7.1 Pest Control Contract Extension**

**Resolution 2023-47**

Moved by Clifford Fielder and seconded by Jeff Laferriere

**THAT the Board extend the contract for the Housing Services Pest Control Contract to Orkin Canada Corporation for a four-year term effective January 1, 2024, through December 31, 2027.**

Carried.

**7.2 CAO Report**

This report was presented to the Board by Mark Stewart, Chief Administrative Officer, for information.

**8.0 IN-CAMERA SESSION**

**Resolution 2023-48**

Moved by Ian Macpherson and seconded by Jesse Foley

**THAT the Board move into In-Camera session to discuss a matter regarding land acquisition and two human resources matters.**

Carried.

**9.0 RETURN TO REGULAR SESSION**

**Resolution 2023-49**

Moved by Mary Jo Lentz and seconded by Clifford Fielder

**THAT the Board resolved to rise from the In-Camera session and return to the Regular session at 7:34 PM without report.**

Carried.

**10.0 ADJOURNMENT**

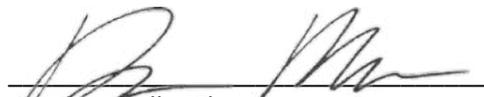
**Resolution 2023-50**

Moved by Rick Owen and seconded by Ian Macpherson

**THAT the Board meeting be hereby adjourned at 7:35 PM AND THAT the next meeting be held on July 19<sup>th</sup>, 2023, or at the Call of the Chair.**

Carried.

Minutes signed as approved by the Board:

  
Derek Mundle, Chair

September 20th, 2023

Date

Recorder: Michelle Caron



## MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, September 20<sup>th</sup>, 2023, at 5:30 PM at Englehart Family Health Team

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**Present:** Derek Mundle, Pat Kiely, Rick Owen, Jeff Laferriere, Mary-Jo Lentz, Lois Perry, Clifford Fielder, Ian Macpherson, Jesse Foley, Mark Stewart (CAO)

**Staff:** Steve Cox – Housing Services Manager, Janice Loranger – Director of Finance, Shane Taylor – Commander of CP (A), Corey Mackler – Information Technology Manager, Louanna Lapointe – Ontario Works Manager, Lyne Labelle – Children’s Services Manager. Michelle Sowinski - Recorder

**Absent:**

**Guests:** Darlene Wroe – Temiskaming Speaker

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The Regular Meeting of the Board was called to order at 5:32 PM.

### 1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

### 2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

### 3.0 PETITIONS AND DELEGATIONS

Nil

### 4.0 ACCEPTANCE/ADDITIONS TO AGENDA

#### Resolution 2023-51

Moved by Ian Macpherson and seconded by Jeff Laferriere

**THAT the agenda of the Regular Meeting of the Board held on September 20<sup>th</sup>, 2023, be accepted as presented.**

Carried.

### 5.0 ADOPTION OF PREVIOUS MINUTES – June 28<sup>th</sup>, 2023, REGULAR MEETING OF THE DTSSAB BOARD

#### Resolution 2023-52

Moved by Clifford Fielder and seconded by Rick Owen

**THAT the Minutes of the Regular Meeting of the DTSSAB Board held on June 28<sup>th</sup>, 2023, be accepted as presented.**

Carried.

### 6.0 CORRESPONDENCE

#### 6.1 NOSDA AGM Resolutions

#### 6.2 Affordable House Prices and Rent Tables

#### 6.3 Homelessness Prevention Plan Approval Letter

#### 6.4 Ministry of Health Funding Agreement Letter

#### Resolution 2023-53

Moved by Pat Kiely and seconded by Mary Jo Lentz  
**THAT the Board accept the Correspondence for information.**

Carried.

## **7.0 NEW BUSINESS**

### **7.1 CAO Report**

This report was prepared by CAO, Mark Stewart, presented to the Board for information.

### **7.2 COCHI – OPHI Funding Letter and Plan**

#### **Resolution 2023-54**

Moved by Lois Perry and seconded by Jeff Laferriere

**THAT the Board accepts the 2023-24/2024-25 COCHI – OPHI Initial Plan and supports its submission to the Ministry of Municipal Affairs and Housing for approval.**

Carried.

### **7.3 2024 Rent Increase**

#### **Resolution 2023-55**

Moved by Ian Macpherson and seconded by Rick Owen

**THAT the Board approve to increase the maximum rents for some DTSSAB owned community housing buildings the full 2.5% allowed as per the 2024 Market Rent Control Guidelines set by the Ministry of Municipal Affairs and Housing. The increase would be effective January 1 st, 2024. Some units in the districts require no increase or a slightly smaller percentage increase to support consistent rent amounts across the district.**

Carried.

### **7.4 Zack's Crib Verbal Update**

This verbal update was presented by Steve Cox, Housing Services Manager, to the Board for their information.

### **7.5 Funding for Community Living Temiskaming South Special Needs Program**

#### **Resolution 2023-56**

Moved by Jesse Foley and seconded by Pat Kiely.

**THAT the Board approve the additional funding to Community Living Temiskaming South in the amount of \$253,650 for 2022/2023.**

Carried.

### **7.6 Q2 Quarterly Report**

This report was presented to the Board for their information.

### **7.7 2023/24 General Insurance Renewal**

#### **Resolution 2023-567**

Moved by Mary Jo Lentz and seconded by Lois Perry.

**THAT the Board approve the renewal of our general insurance package with Intact Public Entities at an approximate cost of 162,110 plus applicable PST. This amount may change slightly due to additions or deletions to our ambulance fleet.**

Carried.

**8.0 IN-CAMERA SESSION**

**Resolution 2023-58**

Moved by Clifford Fielder and seconded by Jeff Laferriere

**THAT the Board move into In-Camera session to discuss a human resources matter and ongoing legal matter.**

Carried.

**9.0 RETURN TO REGULAR SESSION**

**Resolution 2023-59**

Moved by Ian Macpherson and seconded by Jesse Foley

**THAT the Board resolved to rise from the In-Camera session and return to the Regular session at 6:45 PM without report.**

Carried.

**10.0 ADJOURNMENT**

**Resolution 2023-60**

Moved by Pat Kiely and seconded by Mary Jo Lentz

**THAT the Board meeting be hereby adjourned at 6:46 PM AND THAT the next meeting be held on October 18<sup>th</sup>, 2023, or at the Call of the Chair.**

Carried.

Minutes signed as approved by the Board:

  
\_\_\_\_\_  
Derek Mundle, Chair

October 25th, 2023  
Date

Recorder: Michelle Sowinski



## MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, October 25<sup>th</sup>, 2023, at 5:30 PM at Englehart Family Health Team

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- Present: Derek Mundle, Rick Owen, Jeff Laferriere, Clifford Fielder, Ian Macpherson, Jesse Foley, Mark Stewart (CAO)
- Staff: Steve Cox – Housing Services Manager, Janice Loranger – Director of Finance, Shane Taylor – Commander of CP (A), Corey Mackler – Information Technology Manager, Louanna Lapointe – Ontario Works Manager, Michelle Sowinski - Recorder
- Absent: Pat Kiely, Mary-Jo Lentz, Lois Perry
- Guests: Darlene Wroe – Temiskaming Speaker
- 

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

### 1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

### 2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

### 3.0 PETITIONS AND DELEGATIONS

Nil

### 4.0 ACCEPTANCE/ADDITIONS TO AGENDA

#### Resolution 2023-61

Moved by Clifford Fielder seconded by Ian Macpherson

**THAT the agenda of the Regular Meeting of the Board held on October 25<sup>th</sup>, 2023, be accepted as presented.**

Carried.

### 5.0 ADOPTION OF PREVIOUS MINUTES – September 20<sup>th</sup>, 2023, REGULAR MEETING OF THE DTSSAB BOARD

#### Resolution 2023-62

Moved by Rick Owen and seconded by Jesse Foley

**THAT the Minutes of the Regular Meeting of the DTSSAB Board held on September 25<sup>th</sup>, 2023, be accepted as presented.**

Carried.

### 6.0 CORRESPONDENCE

#### 6.1 Landlord and Tenant Board Presentation

#### Resolution 2023-63

Moved by Jeff Laferriere and seconded by Clifford Fielder

**THAT the Board accepts this memorandum and the attached document from the “Advocacy Centre for Tenants Ontario” as information.**

Carried.

## **7.0 NEW BUSINESS**

### **7.1 CAO Report**

This report was prepared by CAO, Mark Stewart, presented to the Board for information.

### **7.2 Ambulance Service Review Preliminary Review Final Report 2023 – Ministry of Health Resolution 2023-64**

Moved by Ian Macpherson and seconded by Rick Owen.

**THAT the Board accept the following as information related to the EMS 2022 Ministry of Health Ambulance Service Review Team Final Report for Timiskaming EMS.**

Carried.

### **7.3 Deposit for 2024 Ambulance Procurement Resolution 2023-65**

Moved by Jesse Foley and seconded by Jeff Laferriere.

**THAT the Board approve a transfer of \$128,400 out of the EMS Vehicle Reserve to place a deposit for the procurement of two Crestline Fleetmax 2.0 ambulances to be delivered in 2024 from Crestline Coach Ltd..**

Carried.

### **7.4 Community Paramedicine Verbal Update**

This verbal update was presented by Shane Taylor, Director of Community Paramedicine for their information.

## **8.0 IN-CAMERA SESSION**

### **Resolution 2023-66**

Moved by Clifford Fielder and seconded by Ian Macpherson.

**THAT the Board move into In-Camera session to discuss a land acquisition matter and human resources matter.**

Carried.

## **9.0 RETURN TO REGULAR SESSION**

### **Resolution 2023-67**

Moved by Ian Macpherson and seconded by Rick Owen.

**THAT the Board resolved to rise from the In-Camera session and return to the Regular session at 6:57 PM without report.**

Carried.

## **10.0 ADJOURNMENT**

### **Resolution 2023-68**

Moved by Jesse Foley and seconded by Jeff Laferriere.

**THAT the Board meeting be hereby adjourned at 7:05 PM AND THAT the next meeting be held on November 15<sup>th</sup>, 2023, or at the Call of the Chair.**

Carried.

Minutes signed as approved by the Board:

  
Derek Mundle, Chair

November 15th, 2023

Date

Recorder: Michelle Sowinski

## **Temiskaming Shores Public Library Board**

### **Meeting Minutes**

Wednesday, September 27, 2023

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

#### **1. Call to Order**

Meeting called to order by Library Board Vice Chair Erin Little at 7:04 p.m.

#### **2. Roll Call**

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

Regrets: Joyce Elson

Members of the Public: 0

#### **3. Adoption of the Agenda**

##### **Motion #2023-48**

**Moved by: Nadia Pelletier-Lavigne**

**Seconded by: Melanie Ducharme**

Be it resolved that the Temiskaming Shores Public Library Board accepts the September 27, 2023 agenda as amended.

**Carried.**

**Addition: New Business d. ONTC Meetings:** verbal report.

#### **4. Declaration of conflict of interest: None.**

**5. Adoption of the Minutes**

**Motion #2023-49**

**Moved by: Claire Hendrikx**

**Seconded by: Nadia Pelletier-Lavigne**

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, June 28, 2023 as presented.

**Carried.**

**6. Business arising from Minutes:**

**a. None**

**7. Correspondence:**

**a.** From Karyne Labonte, Principal of ESCSM. Re: Thank you for May Ball Bursary.

**b.** From Megan Dufresne, student, ESCSM. Thank you for May Ball Bursary.

**8. Secretary–Treasurer’s Report**

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

**Library CEO’s Report**

**September 12, 2023**

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

**Community Fridge:** The Fridge has been well-stocked with Second Harvest donations from the Your Independent Grocer store. We continue to get many inquiries about it, and when there is a re-stock it doesn’t take long for the food to go.

**Contracting Townships:** Brigid and I attended council meetings of the Townships of Harley and Casey in July. Both Townships have signed contracts for another two years. I

will be sending a services information flyer out to them this fall for circulation in their tax bills.

**Federation of Ontario Public Libraries:** I attended a FOPL meeting on Friday, September 8 via zoom. I have been asked to attend Library Day at Queen's Park on November 14 and 15 to lobby for changes to provincial library funding. Expenses will be paid by FOPL.

**Fine-free:** So far people seem appreciative of the fine-free pilot project. We have not had a huge increase of overdue items yet, and we are continuing to call to remind of overdues. The additional reminder emails seem to be working, as most people have been returning items after the first reminder.

**Grants:** We have purchased Decodable readers with the \$500 received from the International Dyslexia Association Ontario. Final reporting for the grant is due in December.

**Northern Lights Library Network:** The group will meet on September 18 for a networking session.

**Programming:** Summer programming was very successful and ran smoothly. We had lots of great comments from attendees. The Creator Space had some usage, and a few locals set up a scrabble night on Wednesday evenings that they would like to continue until Christmas.

**Room rental:** We have several groups renting the programming room for meetings and programs on a weekly basis.

**Training:** Most staff members have taken both sessions of the CAMH mental health in the workplace training.

**Workplace Inspections:** The First Aid training is still needed for several staff members. We will try to arrange training when possible.

### **Finances and Statistics**

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

**Motion #2023-50**

**Moved by: Claire Hendrikx**

**Seconded by: Erica Burkett**

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

**Carried.**

**9. Committee Reports:**

- a. Finance Committee: Minutes of the September 18, 2023 meeting.
- b. Policy and Personnel Committee: Minutes of the September 11, 2023 meeting.
- c. Strategic Planning Committee: Nothing to report.
- d. Library Services Committee: Nothing to report.

**10. New Business:**

- a. **TSPL Strategic Plan tracking document.** For review.
- b. **Draft resolution in support of funding libraries.** For discussion, review.

**Motion #2023-51**

**Moved by: Claire Hendrikx**

**Seconded by: Sarah Bahm**

Be it resolved that the Temiskaming Shores Public Library Board accepts the Library Funding motion as amended by the Board and forwards the motion to municipal councils to ask their support

**Carried.**

- c. **1<sup>st</sup> Draft 2024 budget.** For review. There was discussion about the draft budget. The Board agreed it is ready to upload to iCity for submission to the municipal Treasurer.

**11. Policy Review**

**a. Plan-2 Staffing Priorities Policy. Motion**

**Motion #2023-52**

**Moved by: Nadia Pelletier-Lavigne**

**Seconded by: Erica Burkett**

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policy: Plan-2 Staffing Priorities Policy as amended by the Board.

**Carried**

**b. Pro-1 Procurement Policy. Motion**

**Motion #2023-53**

**Moved by: Claire Hendrikx**

**Seconded by: Thomas McLean**

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policy: Pro-1 Procurement Policy as reviewed by the Board.

**Carried**

**c. Pro-2 Sale and Disposition of Land Policy. Motion**

**Motion #2023-54**

**Moved by: Erica Burkett**

**Seconded by: Melanie Ducharme**

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policy: Pro-2 Sale and Disposition of Land Policy as reviewed by the Board.

**Carried**

**12. Closed Session**

**a. Closed session in regards to identifiable individuals.**

**Motion #2023-55**

**Moved by: Melanie Ducharme**

**Seconded by: Claire Hendrikx**

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:10 p.m. in regards to identifiable individuals.

**Carried.**

**Motion #2023-56**

**Moved by: Claire Hendrikx**

**Seconded by: Melanie Ducharme**

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:27 p.m. with/without report.

**Carried.**

**b. Approval of the June 2023 closed session minutes. Motion.**

**Motion #2023-57**

**Moved by: Sarah Bahm**

**Seconded by: Erica Burkett**

Be it resolved that the Temiskaming Shores Public Library Board accepts the June 2023 closed session minutes as reviewed by the Board.

**Carried.**

**13. Adjournment**

**Next meeting: Wednesday, October 25 at 7:00 at the library and zoom**

Adjournment by Melanie at 8:29 p.m.

\_\_\_\_\_  
Chair –

**1.0 CALL TO ORDER**

The meeting was called to order at 3:03 p.m.

**2.0 ROLL CALL**

PRESENT:	Councillor Pat Anderson, Town of Cobalt (Chair) Mayor Angela Adshead, Town of Cobalt Councillor Melanie Ducharme, Temiskaming Shores Councillor Mark Wilson, Temiskaming Shores Mitch McCrank, Manager of Transportation Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Amy Vickery, City Manager Temiskaming Shores Steve Dally, Town Manager, Cobalt

**3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

**4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

None

**5.0 APPROVAL OF AGENDA**

Recommendation TC-2023-016

Moved by: Councillor Mark Wilson

Be it resolved that:

The Temiskaming Transit Committee agenda for the October 19, 2023 meeting be approved as printed.

**CARRIED**

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation TC-2023-017

Moved by: Councillor Melanie Ducharme

Be it resolved that:

The Temiskaming Transit Committee minutes for the June 15, 2023 meeting be adopted as printed.

**CARRIED**

**7.0 CORRESPONDENCE/INTERNAL COMMUNICATIONS**

None

## **8.0 UNFINISHED BUSINESS**

### **a) Memorandum of Understanding – Temiskaming Shores and Town of Cobalt**

The Committee was provided with a summary of the draft agreement. City Manager, Amy Vickery will be working to finalize the draft and will send it to Cobalt for their review prior to presenting to Council for their approval.

### **b) Rural Transit Solutions Fund – Discussion**

Mitch McCrank had previously informed the Committee of this potential funding opportunity where there would be an application submitted for the purchase of 3 smaller buses that could be used for rural transit throughout the district. The funding would cover 80% of the cost of the buses. At this time, the Committee would like more information relating to costs and demand for this type of service. Mitch will work towards gathering this information.

### **c) Transit Maintenance/Mechanic Update**

Mitch McCrank provided the Committee with an update on the hours and work being done by the City mechanics relating specifically to Transit buses; which is averaging out to 16-25 hours every two weeks; however there was some backlog of work that had to be completed.

## **9.0 NEW BUSINESS**

### **a) Financial Update**

Mitch McCrank provided the Committee with an overview of the financials for the year up to September 30<sup>th</sup>, 2023. The Committee spoke revenues being down and expenses up, mostly due to the changeover to the new service provider and transit being non-operational for 2 months of the year.

### **b) Budget 2024**

The Committee was provided with a Draft 1 of the 2024 Transit Budget. Staff provided the reasoning behind any noticeable increases or decreases compared to year over year.

**c) Purchase of new buses – Agreement with Metrolinx**

Recommendation TC-2023-018

Moved by: Councillor Mark Wilson

Be it resolved that:

The Temiskaming Transit Committee hereby supports the continuation of the Transit Procurement Initiative Agreement between the City of Temiskaming Shores and Metrolinx.

**CARRIED**

**d) Transit Fares - 2024**

Recommendation TC-2023-019

Moved by: Mayor Angela Adshead

Be it resolved that:

The Temiskaming Transit Committee hereby supports the following prices for monthly passes and individual fares, effective January 1, 2024:

Monthly Pass: Student/Senior - \$80/month (up from \$70)

Monthly Pass: Adult - \$100/month (up from \$90)

Individual Fare: Student/Senior - \$3.75 (up from \$3.50)

Individual Fare: Adult - \$4.00 (up from \$3.75)

**CARRIED**

**e) Sweeper Route (Northern College)**

Mitch informed the Committee that talks are still underway with Northern College in regards to a sweeper route for peak hours that would assist the students at the college. On-going.

**10.0 MEETING SCHEDULE**

The next Temiskaming Transit meeting will be scheduled as required – at a minimum, the Committee will meet quarterly in 2024.

**11.0 ADJOURNMENT**

Recommendation TC-2023-020

Moved by: Councillor Mark Wilson

Be it resolved that:

The Transit Committee meeting is adjourned at 4:48 p.m.

**CARRIED**



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on September 6, 2023 at 6:30 P.M.

Timiskaming Health Unit – Kirkland Lake Boardroom / Microsoft Teams

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1. The meeting was called to order at 6:30 p.m.

2. **ROLL CALL**

**Board of Health Members**

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Mark Wilson	Municipal Appointee for Temiskaming Shores ( <i>Video</i> )
Jeff Laferriere	Municipal Appointee for Temiskaming Shores
Curtis Arthur	Provincial Appointee
Guy Godmaire	Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan ( <i>Video, 6:54 pm</i> )
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman ( <i>Video</i> )
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
David Lowe	Provincial Appointee ( <i>Video</i> )
Cathy Dwyer	Provincial Appointee
Todd Steis	Provincial Appointee ( <i>Video</i> )

**Regrets**

Jesse Foley	Vice-Chair, Municipal Appointee for Temiskaming Shores
Gord Saunders	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

**Timiskaming Health Unit Staff Members**

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate Services
Erin Cowan	Director of Strategic Services and Health Promotion
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

**MOTION #40R-2023**

Moved by: Paul Kelly

Seconded by: Jeff Laferriere

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on September 6, 2023, as presented.

CARRIED

4. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

5. **APPROVAL OF MINUTES**

**MOTION #41R-2023**

Moved by: Casey Owens

Seconded by: Curtis Arthur

Be it resolved that the Board of Health approves the minutes of:

- Regular meeting held on June 7, 2023, as presented.
- Special meeting held on August 10, 2023, as presented.

CARRIED

6. **BUSINESS ARISING**

N/A

7. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local situation and other related updates.

Ontario Public Health Standards (OPHS):

The Ministry of Health and Long-Term Care is doing a full review of the OPHS. More details to follow.

Air Quality Monitors: THU is continuing to advocate for additional reporting units for the north region. Through a federal environmental assessment pilot project initiative, THU is distributing purple air monitors to municipalities who express interest. To date, there is adequate coverage in the north and south part of the district and no current representation for the central part of Timiskaming.

8. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

9. **NEW BUSINESS**

a. **2023 Mid-Year Board Report**

Report distributed for information purposes.

b. **Letter of Support: Contraceptive Universal Coverage**

**MOTION #42R-2023**

Moved by: Jeff Laferriere

Seconded by: Mark Wilson

Be it resolved THAT the Timiskaming Health Unit Board of Health recognizes the importance of access to contraception and menstrual products for all Ontarians; and

Further that the Board encourages the Provincial government to cover the cost of all contraceptive options for all Ontario residents; and

Further that the Premier of Ontario and Deputy Premier be so advised.

CARRIED

c. **Briefing Note: Ontario Vape Tax**

**MOTION #43R-2023**

Moved by: Curtis Arthur

Seconded by: Paul Kelly

Be it resolved that the Board of Health endorse the Alliance for a Tobacco-Free Ontario (ATFO) policy recommendation that the Government of Ontario participate in the federal government's vape tax framework to deter access to vape products among young people; and

Further that, a copy of this endorsement be forwarded to the Alliance for a Tobacco-Free Ontario (see Appendix A).

CARRIED

10. **CORRESPONDENCE**

**MOTION #44R-2023**

Moved by: Guy Godmaire

Seconded by: Casey Owens

Be it resolved the Board of Health acknowledges receipt of the [correspondence](#) for information purposes.

CARRIED

a. **BOH GOVERNANCE TRAINING**

The Board discussed and agreed to participate in a joint training session with the North Bay Parry Sound / Sudbury and Districts Health Units. Board members to express their interest. Rachelle to coordinate the response. More details to follow.

11. **IN-CAMERA**

**MOTION #45R-2023**

Moved by: Paul Kelly

Seconded by: Jeff Laferriere

Be it resolved the Board of Health agrees to move in-camera at 7:04 pm to discuss the following matters under section 239 (2):

- MOH Update – Confidential Matter
- In-Camera Minutes – Special Meeting (August 10, 2023)

CARRIED

12. **RISE AND REPORT**

**MOTION #46R-2023**

Moved by: Guy Godmaire

Seconded by: Paul Kelly

Be it resolved the Board of Health agrees to rise with report at 7:33 pm.

CARRIED

**IN-CAMERA MINUTES – SPECIAL MEETING**

**MOTION #2C-2023**

Moved by: Jeff Laferriere

Seconded by: Curtis Arthur

Be it resolved the Board of Health approves the in-camera minutes of the special Board meeting held on August 10, 2023.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on October 11, 2023 at 6:30 pm in New Liskeard.

14. **ADJOURNMENT**

**MOTION #47R-2023**

Moved by: Cathy Dwyer

Seconded by: David Lowe

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:34 pm.

CARRIED



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on October 11, 2023 at 6:30 P.M.

Timiskaming Health Unit – NL Auditorium / Microsoft Teams

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1. The meeting was called to order at 6:33 p.m.

2. **ROLL CALL**

**Board of Health Members**

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Mark Wilson	Municipal Appointee for Temiskaming Shores ( <i>Video</i> )
Jeff Laferriere	Municipal Appointee for Temiskaming Shores
Curtis Arthur	Provincial Appointee
Guy Godmaire	Municipal Representative for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan ( <i>Video</i> )
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier ( <i>Video</i> )
David Lowe	Provincial Appointee
Cathy Dwyer	Provincial Appointee
Todd Steis	Provincial Appointee
Jesse Foley	Vice-Chair, Municipal Appointee for Temiskaming Shores
Gord Saunders	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

**Regrets** None

**Timiskaming Health Unit Staff Members**

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO ( <i>Video</i> )
Randy Winters	Director of Corporate Services
Erin Cowan	Director of Strategic Services and Health Promotion ( <i>Video</i> )
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

**MOTION #48R-2023**

Moved by: Casey Owens

Seconded by: Jeff Laferriere

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on October 11, 2023, as presented.

CARRIED

4. **PRESENTATION: SOCIAL DETERMINANTS OF HEALTH**

By Erin Smith, Public Health Promoter – Health Equity  
A brief overview was provided by Erin Smith.

5. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

6. **APPROVAL OF MINUTES**

**MOTION #49R-2023**

Moved by: David Lowe

Seconded by: Carol Lowery

Be it resolved that the Board of Health approves the minutes of September 6, 2023, as presented.

CARRIED

7. **BUSINESS ARISING**

N/A

8. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local situation and other related updates.

9. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

10. **NEW BUSINESS**

a. **Strategic Plan Update**

Dr. Corneil informed the Board that the Strategic Plan will be expiring on December 31, 2023. In discussion with the senior management team, it was suggested that the document not be renewed or extended at this time due to working on other priorities such as the PHU-THU Voluntary Merger. The team is planning to work on a joint strategic plan with the new entity when required.

b. **alPHa Fall Symposium**

**MOTION #50R-2023**

Moved by: Curtis Arthur

Seconded by: Cathy Dwyer

Be it resolved that the Board of Health approves the virtual attendance of the following Board of Health members at the alPHa Fall Symposium on November 24, 2023:

1. Curtis Arthur
2. Stacy Wight
3. Mark Wilson

CARRIED

10. **CORRESPONDENCE**

**MOTION #51R-2023**

Moved by: Jesse Foley

Seconded by: David Lowe

Be it resolved the Board of Health acknowledges receipt of the [correspondence](#) for information purposes.

CARRIED

Erin Smith left the meeting at 7:02 pm.

11. **IN-CAMERA**

**MOTION #52R-2023**

Moved by: Jeff Laferriere

Seconded by: Gord Saunders

Be it resolved the Board of Health agrees to move in-camera at 7:02 pm to discuss the following matters under section 239 (2):

- MOH Update – Confidential Matter
- In-Camera Minutes (September 6, 2023)

CARRIED

12. **RISE AND REPORT**

**MOTION #53R-2023**

Moved by: Guy Godmaire

Seconded by: Jeff Laferriere

Be it resolved the Board of Health agrees to rise with report at 7:16 pm.

CARRIED

a. **PHU-THU VOLUNTARY MERGER**

**MOTION #3C-2023**

Moved by: Casey Owens

Seconded by: Gord Saunders

Be it resolved the Board of Health for the Timiskaming Health Unit reaffirms the prior in-camera motion directing Dr. Glenn Corneil as Acting MOH/CEO to work towards a voluntary merger between the Porcupine and Timiskaming Health Units; and

Furthermore, that the Board of Health for the Timiskaming Health Unit does not support discussions nor work towards mergers beyond these two health units.

CARRIED

b. **IN-CAMERA MINUTES – SEPTEMBER 6, 2023**

**MOTION #4C-2023**

Moved by: Jesse Foley

Seconded by: Casey Owens

Be it resolved the Board of Health approves the in-camera minutes of the regular Board meeting held on September 6, 2023.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on November 1, 2023 at 6:30 pm in Englehart.

14. **ADJOURNMENT**

**MOTION #54R-2023**

Moved by: Gord Saunders

Seconded by: Carol Lowery

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:18 pm.

CARRIED

---

Stacy Wight, Board Chair

Rachelle Cote, Recorder

THE CORPORATION OF THE  
TOWN OF MIDLAND

575 Dominion Avenue  
Midland, ON L4R 1R2  
Phone: 705-526-4275  
Fax: 705-526-9971  
info@midland.ca



September 8, 2023

The Senate of Canada  
Ottawa, ON  
K1A 0A4

Via Email: [sencom@sen.parl.gc.ca](mailto:sencom@sen.parl.gc.ca)

Premier Doug Ford  
Legislative Building  
Queen's Park  
Toronto ON  
M7A 1A1

Via Email: [premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

**Re: "Catch and Release" Justice is Ontario**

At its September 6, 2023, Regular Council Meeting with Closed Session the Council for the Town of Midland passed the following Resolution:

*That the Town of Midland send a letter to the Federal and Provincial Governments requesting meaningful improvements to the current state of "catch and release" justice in the Ontario legal system. Police Services across Ontario are exhausting precious time and resources having to manage the repeated arrests of the same offenders, which in turn, is impacting their morale, and ultimately law-abiding citizens who are paying the often significant financial and emotional toll of this broken system; and*

*That this resolution be sent to other Municipalities throughout Ontario for their endorsement consideration.*

Thank you.

Yours very  
truly,

**THE CORPORATION OF THE TOWN OF MIDLAND**

*Sherri Edgar*

Sherri Edgar, AMCT  
Municipal Clerk  
Ext. 2210



# Catherine Fife

MPP Waterloo

Jeff Laferriere  
Mayor of City of Temiskaming Shores  
325 Farr Dr., P.O. Box 2050, Haileybury, ON, P0J 1K0

**RE: Requesting your support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022**

September 25, 2023

Dear Mayor Laferriere,

I am writing to you today to share an update on Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022, and to request your support for this important legislation.

Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.

The Act was inspired by Cambridge resident Jim McLeod, who will have been separated from his wife of 65 years Joan, on September 17, 2023. Nearly 6 years later, Jim continues to champion spousal reunification. He often says that he will talk to anyone and has two giant binders full of his advocacy work on the Bill. Last week, he told me that his heart is breaking because of his separation from Joan. He has brought other seniors who are separated from their spouses into the advocacy – you cannot sit with these folks for any amount of time and not care deeply about this legislation.

I know that you value the many contributions that older adults have made to Waterloo Region, and care deeply that they can live their final years with dignity and love. **I am hoping you will consider bringing a motion forward to your Council, in support of the Till Death Do Us Part Act.** Your support will help us to keep attention on this important legislation, so that it can finally be called to the Standing Committee on Social Policy – one step closer to Royal Assent.

I would be happy to discuss the Bill with you further, via phone call or an in-person meeting at your convenience. Thanks in advance for considering my request.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine Fife".

Catherine Fife, Waterloo MPP  
Finance & Treasury Board Critic

---

**Constituency Office**  
100 Regina St. S., Suite 220  
Waterloo, ON N2J 4A8  
Ph: 519-725-3477 | Fax: 519-725-3667  
Email: cfife-co@ndp.on.ca

---

**Queen's Park Office**  
Room 154, Main Legislative Bldg.  
Queen's Park, Toronto ON M7A 1A5  
Ph: 416-325-6913 | Fax: 416-325-6942  
Email: cfife-qp@ndp.on.ca

**Subject:** ZBA-2023-02: Temiskaming Lodge  
on behalf of Pedersen Materials  
Ltd.; east of 144 Drive In Theatre  
Road

**Report No.:** CS-042-2023

**Agenda Date:** November 21, 2023

### **Attachments**

**Appendix 01:** Planning Justification Report

**Appendix 02:** Application Package

**Appendix 03:** Public Notice

**Appendix 04:** Draft By-law to amend Zoning By-law No. 2017-154 (**Please refer to By-law No. 2023-120**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-042-2023;
2. That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Development (D) to Community Facilities Exception 2 (CF-2), and to amend the provisions of the CF-2 zone; and
3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the November 21, 2023 Regular Council meeting.

### **Background**

The applicant, Temiskaming Lodge, owns and operates the long-term care facility at 144 Drive In Theatre Road. This property was severed from the larger agricultural property in 2019, a zoning by-law amendment was approved (By-law 2019-183), a site plan agreement was subsequently approved (By-law 2020-015), and construction of the facility began in 2021 with the residents of the long-term care facility having moved in recently.

The zoning by-law amendment approved in 2019 for 144 Drive In Theatre Road rezoned the property from the Development (D) zone to the Community Facilities Exception 2 (CF-2) zone, which allows for all of the uses permitted as-of-right in the CF zone as well as *“uses normally incidental to the long-term care use, including but not limited to: hair salon,*

*retail shop, café, medical/health practitioner offices, multiple dwellings and street townhouse dwellings.”*

In September, 2023, the City’s Committee of Adjustment granted provisional consent to an application submitted by Temiskaming Lodge to sever the portion of property to the east of 144 Drive In Theatre Road, to be added to that property for future development toward a healthcare “campus.” Provisional consent includes a number of conditions that must be met by the applicant within two years of the approval, including the completion of a reference plan of survey and the legal work required in order to register the transfer of the piece of land through the Land Registry Office. As there is no development immediately proposed for the newly-created parcel, approval of this zoning by-law amendment is not one of the conditions of provisional consent, however the applicant desired to secure the zoning of the property so future development can occur as needed.

The zoning by-law amendment application seeks to extend the CF-2 zone provisions to the recently-severed piece of land. The application also seeks to add “apartment buildings and accommodations for staff/employees” to the list of permitted uses in the CF-2 zone. It is noted that the CF-2 zone as currently written permits multiple dwellings and street townhouse dwellings, but the applicant wishes to ensure that different residential configurations are expressly permitted in association with the long-term care home.

Notice of the application was advertised in the Temiskaming Speaker on October 18, 2023 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 120m of the subject property in accordance with the City’s common practice.

The Planning Act also sets out the list of external agencies and public bodies that must be circulated notice of Planning Act applications. These notices were sent out in accordance with the Planning Act requirements and no comments have been received as of November 15, 2023.

Municipal department heads were circulated on both the consent application and the zoning by-law amendment application that is the subject of this report, including all supporting information. The following comments were received:

**Manager of Environmental Services** – *A servicing report (water, sanitary, storm) prepared by a professional engineer will be required for the proposed phase 2.*

**Note from the Planning Department:** A servicing report prepared by a professional engineer will be required as part of a complete site plan agreement application prior to any development occurring on the property.

**Manager of Transportation Services** – *Property is subject to heavy runoff patterns in the spring months. Large capacity ditches line the south side of*

*Drive In Theare Road and are on the Public Works winter ditching route. 2 culverts cross Drive In Theatre Road in this vicinity. 1 at St. Joseph's Court and the other just to the east of the property. Both contribute to the flows in the ditches. Drive In Theatre Road is maintained all year round. Just east of the property the roadway switches from asphalt to gravel.*

**Note from the Planning Department:** Detailed grading and drainage plans, as well as a stormwater management plan will be required as part of a complete site plan agreement application.

**Director of Recreation** – *Drive In Theatre Road lacks adequate pedestrian and cycling facilities for the existing and future development along this road. This stretch of road has lots of people use it as a walking and cycling route from the Dymond subdivision to the STATO trail along Grant Drive.*

**Note from the Planning Department:** The City does not have the authority to require the developer/property owner to install this infrastructure on City property as part of a future development, however it is something that should be considered by the City as part of any future work on Drive In Theatre Road in this location.

**Director of Corporate Services** – *No comments or concerns.*

**Clerk** – *No concerns. The property appears to be just outside of the catchment area of the Grant Forest Drain.*

**Economic Development Officer** – *I'm glad to hear that the Temiskaming Lodge is thinking of another expansion as I believe that we will need additional long term care beds in the community for the next 20-30 years. We should however have a game plan as to what to do with these facilities once that aged population begins to shrink. Perhaps the facilities can be designed in such a way that they could be retrofitted to become apartments into the future? When the original building design was provided to us, I thought that the company decided to build only half of the building space while leaving the second half which was supposed to be seniors living. Do they still plan to finish this building before starting on this next lot?*

**Note from the Planning Department:** The next phase of the long-term care home facility is to be located on the south side of the newly-constructed facility at 144 Drive In Theatre Road. In the initial submission in late 2018-early 2019 there was a retirement home/senior's housing component proposed on the property to the west, directly southeast of the Drive In Theatre Road and Grant Drive intersection. This development has not appeared in any schematics and has not been

discussed since the initial submission. It is understood that future residential development, either for seniors or staff, is to be accommodated on the property to the east of Drive In Theatre Road.

No comments were received from the City Manager, Chief Building Official, Fire Chief, or Treasurer.

The statutory public meeting was held on November 7, 2023. No members of the public made oral submissions at the public meeting and no formal or informal comments have been received as of November 15, 2023.

### **Analysis**

The application submission included a Planning Justification Report prepared by the applicant's planning consultant, Brandi Clement of The Jones Consulting Group Ltd., as well as a Scoped Species at Risk Assessment prepared by Gord Nielsen of Michalski Nielsen Associates Limited. As development is not immediately proposed, further information (servicing, stormwater management, site plans, etc) was not required nor provided. This information will be considered by the City during the site plan process for any future development of the property.

The Planning Justification Report prepared by Brandi Clement is attached as Appendix 01 and provides information regarding the application within the policy framework. City staff concur with Ms. Clement's conclusion that the proposed zoning by-law amendment is consistent with the Provincial Policy Statement (2020), does not conflict with the Growth Plan for Northern Ontario, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the proposed zoning by-law amendment.

### **Relevant Policy / Legislation / City By-Law**

- 2020 Provincial Policy Statement
- Growth Plan for Northern Ontario
- City of Temiskaming Shores Official Plan
- City of Temiskaming Shores Zoning By-law 2017-154

### **Consultation / Communication**

- Consultation with applicant
- Consultation with applicable City staff

**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.

**Climate Considerations**

Based on the use of the Clean Air Partnership Climate Lens, it is noted that the construction and operation of new buildings generally results in an increase in greenhouse gases. It should be noted and considered, however, that providing residential opportunities for seniors as well as staff of the long-term care facility in proximity to the facility may result in a reduction to GHGs beyond what would have been expected without on-site housing as fewer staff members will need to travel to work everyday.

**Alternatives**

No alternatives were considered

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP,  
 RPP  
 Planner

"Original signed by"

Shelly Zubyck  
 Director of Corporate  
 Services

"Original signed by"

Amy Vickery  
 City Manager



Excellence Reliance Innovation

Part of Lot 9, Concession 3,  
Geographic Township of Dymond

**Jarlette Ltd.**

# Planning Justification Report

## Zoning By-law Amendment

October 2023

The Jones Consulting Group Ltd.  
#1-229 Maplevue Drive East, Barrie ON L4N 0W5

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## 1.0 INTRODUCTION

On behalf of our client, Jarlette Ltd., we are pleased to provide a Planning Justification Report in support of a Zoning By-law Amendment application for the lands located adjacent to the Long Term Care Centre that is under construction in the southeast corner of Drive In Theatre Road and Grant Drive, City of Temiskaming Shores, District of Timiskaming.

This planning report reviews factors relating to location, existing and proposed land uses, existing land use policies, and is supplementary to the application in support of the development proposal.

## 2.0 PROPERTY LOCATION AND SITE DESCRIPTION

The subject lands are located in the City of Temiskaming Shores, along Drive In Theatre Road, (Figure 1) and are legally described as Part of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores, District of Timiskaming. The lands subject to the Zoning By-law Amendment application comprise a total area of approximately 2.53 hectares (6.25 acres).

Figure 1



The lands are located within the settlement boundary of the Township of Dymond, are rectangular in shape, and have frontage directly onto Drive In Theatre Road to the north which is an existing local road. In addition, the property is actively farmed. The subject lands are currently vacant of any structures and were also subject to an application for Consent to Sever which was approved by the Committee of Adjustment on September 27<sup>th</sup>, 2023.

### 3.0 EXISTING AND SURROUNDING LAND USES

The subject lands are currently vacant of any structures and are used for agricultural purposes. The lands directly to the west are currently being developed with a long term care home building and associated uses. The subject lands when developed will be a continuation, Phase 2, of the development to the west.

The surrounding land uses are as follows (**Figure 2**):

- North: Residential Subdivision
- East: Vacant Lands and Agricultural
- West: Long Term Care Home (under construction)
- South: Vacant Lands and Agricultural

**Figure 2**



The subject lands are situated on the eastern limit of Dymond, within the settlement boundary, and are located close to existing areas of mixed-use, residential development and open space uses, including Canadian Tire, Walmart, Esso Station, Holiday Inn Express, and the New Liskeard Golf Club. Throughout Dymond there are several small undeveloped parcels of land. The subject lands will be developed as Phase 2 of the Jarlette Long Term Care Home located directly to the west of the subject lands. The proposal will facilitate development in the southeast quadrant of the settlement, which is primarily undeveloped at this time.

#### **4.0 PROPOSED DEVELOPMENT CONCEPT**

A Zoning By-law Amendment Application has been submitted to the Municipality to provide the policy structure for the proposed development and will recognize exceptions to specific development standards to allow for the appropriate development of the lands in the future. A Consent to Sever submission was previously submitted and approved by the Municipality to sever the subject lands from the larger parcel to the south. Both Applications are discussed in further detail below.

##### **4.1 Zoning By-law Amendment**

The proposed Zoning By-law Amendment application will rezone the subject lands from the Development (D) Zone to the Community Facility Exception (CF-X) Zone to facilitate Phase 2 of the Jarlette Long Term Care Centre (hereafter referred to as LTC Centre). Directly adjacent to the west is the under-construction multi-phase Temiskaming Lodge Continuum of Care Campus. Designed as a comprehensive nucleus of seniors' services, the Continuum of Care Campus will offer all levels of care, ranging from independent and assisted living, to both long- and short-term skilled nursing care. Temiskaming Lodge will become a centralized hub for both residents and the elderly population living in the surrounding area.

The subject lands will continue to facilitate the expansion of the Temiskaming Lodge services in this location by providing additional lands to build upon when needed including additional residential units for both seniors and employees. As such, there is not a site plan for this property designed as of yet as the services that will be needed in the distant future are not known at this time until the existing property is entirely built out. In the meantime, securing the subject lands for future growth is important for providing additional available beds for residents in the future. The proposed development will enhance the existing LTC Centre to the west to allow for further availability of services to be provided to the surrounding area.

As previously noted, the subject lands are approximately 2.53 hectares (6.25 acres) in area with approximately 153.33 metres of frontage provided along Drive In Theatre Road. The lands are currently farmed and void of any structures. The proposed development will complement the LTC Centre structures to the west and will be similar in nature to be consistent with the existing neighbourhood. Access to the existing LTC Home development to the west is provided from both Drive In Theatre Road and Grant Street, however, the main access is from Drive In Theatre Road where a drop-off area is located. Access to the subject lands will also be provided off of Drive In Theatre Road with a link likely through both properties. The subject lands are within the settlement of Dymond and have been identified for future development in the Official Plan.

The lands will be serviced by municipal water and sewer services. Best Management Practices will be utilized for the stormwater management design. All servicing details will be further reviewed during the Site Plan Control process. A scoped Species at Risk Assessment was prepared in support of the application and concluded that there is no potential for negative impact to Species at Risk such as Bobolink and Eastern Meadowlark habitat.

The lands are currently designated Mixed-Use Areas within the City of Temiskaming Shores Official Plan, and zoned Development (D) in the City of Temiskaming Shores Zoning By-law 2017-154. In order to



## 5.0 PLANNING ACT AND POLICY ANALYSIS

The following subsections summarize land use planning policies established by the Province of Ontario and the City of Temiskaming Shores.

### 5.1 Places to Grow (PTG) Growth Plan for Northern Ontario, 2011

The Places to Grow Act was established in 2005 and was the catalyst for the Growth Plan for the Greater Golden Horseshoe, 2006 and the Northern Ontario Growth Plan, 2011, which took effect on March 3, 2011. The Northern Ontario Growth Plan is an important tool for the Provincial Government to implement growth management for the Northern Ontario region and to plan for growth in a way that supports economic prosperity and achieves a high quality of life up until the year 2036. The City of Temiskaming Shores is within the Northern Ontario Growth Plan Area.

The Plan is in part an economic development plan, an infrastructure investment plan, a labour market plan and a land-use plan. It is a Plan that recognizes the interconnected contribution of people, communities, infrastructure, and the environment to a successful and sustainable economy. It is a Plan that recognizes and builds upon the unique characteristics of Northern Ontario, including a bilingual workforce in many communities. It also recognizes that a successful future for Northern Ontario can only be achieved if it is built upon a new relationship and a new spirit of partnership with Aboriginal peoples.

This Plan includes policies for enhanced collaboration on various matters with Aboriginal communities and their representative organizations but has no force or effect on First Nation reserve lands.

The lands within the Northern Ontario Growth Plan Area are also governed by the Public Lands Act, the Far North Act, 2010, and the Planning Act. The Public Lands Act applies to public lands, which include Crown lands administered by the Ministry of Natural Resources and Forestry. Land-use planning in the Far North is also governed by the Far North Act, 2010, and provides that where there is a conflict between a Far North land use strategy and a growth plan, the strategy prevails. Further, if there is a conflict on matters related to land use between a growth plan and the mandatory requirements of a community-based land-use plan, those matters included in the community-based land-use plan prevail. In instances where there is a conflict between a provincial policy statement issued under section 3 of the Planning Act and the Northern Ontario Growth Plan, this Plan prevails. Important to note is that the subject lands are not subject to a Far North land use strategy.

This Plan is to be read in conjunction with the Crown Land Use Policy Atlas, any applicable Far North land use strategy, community-based land-use plan or provincial policy statement.

The Plan's vision will involve the combined efforts of governments and diverse partners across Northern Ontario, focused on six key principles:

1. Creating a highly productive region, with a diverse, globally competitive economy that offers a range of career opportunities for all residents.
2. Developing a highly educated and skilled workforce to support an evolving knowledge-based economy and excellence in the trades.
3. Partnering with Aboriginal peoples to increase educational and employment opportunities.
4. Delivering a complete network of transportation, energy, communications, social and learning infrastructure to support strong, vibrant communities.
5. Demonstrating leadership in sustainable growth and environmental management.
6. Establishing innovative partnerships to maximize resources and ensure this Plan achieves its ambitious vision and is fiscally sustainable.

Policies within The Growth Plan for Northern Ontario are structured around six themes: economy, people, communities, infrastructure, environment and Aboriginal peoples. Policies of this Plan are reviewed in the following sections.

### **5.1.1 Economy (Section 2.0)**

The Plan supports and complements the workforce of Northern Ontario including regional businesses entrepreneurs and institutions, to build a strong, resilient, and more diversified economy. The health sciences sector is benefitting from regional innovations in health delivery and acclaimed medical research and science facilities. Policies are in place to nurture traditional resource-based industries and to develop new and emerging economic sectors using a forward-thinking approach, to establish new jobs and opportunities.

### **An Economic Action Plan for Northern Ontario (Section 2.2)**

*2.2.6 The Province will work to attract investment to Northern Ontario through:*

- a) integrated and timely one-window response to investment opportunities*
- b) measures to address barriers to investment, such as information and communications technology infrastructure, energy costs, labour and transportation*
- c) working with other orders of government to co-ordinate approvals and address complex interjurisdictional issues.*

The Province is supportive of the expansion of this business, facilitated by future funding that will be provided through the Ministry of Health and Long-Term Care. The Ministry will ensure that proper measures are taken with the municipality to obtain the planning approvals necessary to proceed with development on the subject lands.

### **5.1.2 People (Section 3.0)**

People are the most important resource of Northern Ontario and are the driving force behind the economy. Access to health care, education, training and skills development within the region is paramount and will facilitate a skilled and innovative workforce within Northern Ontario that takes advantage of new and emerging opportunities. The Plan's policies support a healthy population by encouraging improved access to health care services, the number of health professionals, and communities which support and promote health living, with particular attention to supporting under-represented groups.

### **A Healthy Population (Section 3.4)**

*3.4.1 The Province will seek to increase the number of health professionals practicing in Northern Ontario by:*

- a) continuing to recruit and retain qualified health professionals*
- b) promoting health care as a career choice for more northerners, including Francophone and Aboriginal residents of Northern Ontario*
- c) increasing rural and remote clinical education opportunities for medical students*
- d) supporting education, recruitment and retention, mentorship and clinical placements for all health care students*
- e) continuing to reduce barriers and supporting training and assessment programs for qualified internationally educated health care professionals*
- f) using technology to share expertise and mentorship between Northern Ontario hospital, and practitioners and specialists from outside the region.*

The proposed development will facilitate the expansion of an existing health care services business and create new jobs in the health care sector that will attract health care professionals, and support an increase to the number of professionals within Northern Ontario.

- 3.4.2 *The Province will seek to improve access to health care services for Northern Ontario residents by:*
- a) *supporting and strengthening health care planning and delivery approaches in Northern Ontario*
  - b) *providing programs that facilitate aging at home to allow seniors to live healthy, independent lives in the comfort and dignity of their own homes*

The application proposes the future expansion of an existing health care service within Northern Ontario which is supported by the Province through future provincial funding. This allows for residents in this area to age in place without having to relocate from their current communities. The future expansion of the existing facility provides additional opportunities for beds/residents and health care professionals. The application will facilitate a greater operational capacity for Jarlette Ltd. to provide assisted living services and accommodations to seniors which is more sustainable in the long term for this community.

- 3.4.3 *Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.*

The development is proposed in an area that contains a mix of land uses at various densities, including residential, commercial, and open space uses, which offer a comprehensive range of employment and housing opportunities. The proposed development will contribute to the existing range and mix of uses in the community, and future residents and employees of the development will have convenient access to adjacent commercial goods and services.

### **5.1.3 Communities (Section 4.0)**

Community planning which balances the priorities of human, economic, and environmental health is a pillar of the Plan. Policies are in place to support the establishment of well-planned and thoughtfully designed communities that attract investment and support economic development, including the attraction and retention of skilled workers, to strengthen the cultural identity and heritage of the Region, and to maintain a clean and healthy environment. Strong, individual communities and a regional approach to economic development are required to achieve a vibrant and resilient northern economy.

### **Long-Range Planning for All Communities (Section 4.2)**

- 4.2.1 *All municipalities should, either individually, or collaboratively with neighbouring municipalities and Aboriginal communities, prepare long- term community strategies. These strategies should support the goals and objectives of this Plan, identify local opportunities to implement the policies of this Plan, and be designed to achieve the following:*
- c) *economic, social and environmental sustainability*
  - d) *accommodation of the diverse needs of all residents, now and in the future*
  - e) *optimized use of existing infrastructure*
  - f) *a high quality of place*
  - g) *a vibrant, welcoming and inclusive community identity that builds on unique local features*
  - h) *local implementation of regional economic plans, where such plans have been completed.*

The future proposed development will be connected to full municipal services and provide additional accommodations to seniors as an expansion of the under construction LTC Centre. A high quality sense

of place will be provided through the future built form and design that will be complementary with and suitable to the existing area. The development will support the seniors' community in the City in the future.

**4.2.2 Municipalities and planning boards are encouraged to:**

- a) *align their official plan policies with their long-term community strategies developed in accordance with Policy 4.2.1*
- b) *employ the use of available tools to support and facilitate land-use planning that implements their long-term community strategies.*

The subject lands are designated Mixed-Use Areas within the City of Temiskaming Shores Official Plan which permits the proposed uses. The application proposes a Zoning By-law Amendment to rezone the lands from the existing Development (D) Zone to a more appropriate Community Facility Exception (CF-X) Zone to facilitate the development of the subject lands with the proposed uses and an increased height allowance.

**5.1.4 Infrastructure (Section 5.0)**

Transportation, education, health, energy, water and wastewater infrastructure, information and communications technology and community infrastructure are noted as the building blocks for economic growth in Northern Ontario. The ability to support the policies of the Plan and achieve the Plan's objectives is highly dependent on the provision of infrastructure necessary to support and sustain such.

**A Multi-Modal Transportation System (Section 5.3)**

**5.3.2 The transportation system within Northern Ontario will be planned and managed with an emphasis on opportunities to:**

- a) *optimize the capacity, efficiency and safety of the existing transportation system*
- b) *link major markets, resource development areas, and economic and service hubs*
- c) *meet the needs of the existing and emerging priority economic sectors and help implement regional economic plans*
- d) *enhance connectivity among transportation modes including rail, road, marine and air*
- e) *create or strengthen linkages between economic and service hubs and rural and remote communities*
- f) *reduce emissions and other environmental impacts associated with transportation.*

The proposed development will be in proximity to the City's transit system which provides connections to the local Hospital and a range and variety of commercial, institutional, and recreational uses along the system route. The existing transit system in the City will connect residents and employees of the proposed development to other land uses and destinations throughout the City optimizing use of the transportation network. Furthermore, the lands are close to Highway 11, a major north-south Provincial highway system.

**5.1.5 Environment (Section 6.0)**

The natural environment and natural resources within Northern Ontario have sustained the population and driven the economy for generations. A large proportion of emerging economic sectors within the Region are dependent upon the regions natural resources. The Regions natural environment is the basis for a strong economy and supports the health, quality of life, and identity of northerners.

### **Environmental Protection (Section 6.3)**

6.3.2 *Municipalities are encouraged to contribute to the protection of surface water features and ground water features by:*

- a) *planning and designing municipal water and wastewater systems that return water to the Great Lake watershed from which the withdrawal originates*
- b) *co-ordinating planning for potable water, stormwater, and wastewater systems with communities with which they share inland water sources and/or receiving water bodies.*

The proposed development will be connected to full municipal services including municipal water and sewer services. Stormwater for the proposed development will be designed with best management practices as approved by the Municipality.

6.3.5 *The Province will work with the federal government, municipalities and others to include measures to protect and preserve air quality, water quality and quantity, and natural heritage in planning for climate change impacts and environmental sustainability.*

A Scoped Species at Risk Assessment was prepared for the subject lands which concluded there is no negative impact to Species at Risk such as Bobolinx and/or Eastern Meadowlark habitat on the lands.

### **5.1.6 Aboriginal Peoples (Section 7.0)**

The First Nations and Metis communities are an integral component of Northern Ontario and the Province is committed to respecting the rights of Aboriginal peoples and upholding the duty to work co-operatively and consult with these communities to build relationships of mutual understanding, enhance opportunities for collaboration, and establish effective, accountable and culturally appropriate governance structures.

### **Collaboration with Aboriginal Communities in Land-Use Planning (Section 7.5)**

7.5.1 *The Province will work with Aboriginal communities to improve their participation and knowledge sharing in existing land-use planning and policy processes throughout Northern Ontario.*

7.5.2 *The Province will continue to support and value community-based land-use planning undertaken by the First Nations community in the Far North, and to encourage co-ordination of planning among First Nations communities outside of the Far North, on their reserves, and municipalities.*

7.5.3 *Provincial planning affecting Crown land and resources will include Aboriginal communities and their representative organizations by considering:*

- a) *available Aboriginal traditional knowledge*
- b) *unique internal decision-making structures*
- c) *appropriate dispute resolution approaches, processes and other methods.*

Opportunities for collaboration with aboriginal communities will be facilitated through the Statutory Public Meeting, through the circulation of the submitted materials by the Municipality, and through any additional means as considered appropriate and beneficial to the proposed development.

### **5.1.7 Implementation (Section 8.0)**

The Plan identifies a vision for the region and establishes policies to support the long-term achievement of that vision. Both short-term and long-term goals will be supported by implementing actions in the near

future and over the course of many years. The overall success of the Plan requires a collaborative effort and the involvement of all communities, all orders of government, and all sectors of Northern Ontario to implement the Plan's policies.

#### **Monitoring and Performance Measures (Section 8.4)**

8.4.3 *Success in achieving this Plan's outcomes will, in part, be measured by assessing progress in:*

- a) *attracting investment and business growth in Northern Ontario*
- b) *diversifying the North's economic base*
- c) *supporting education and skills development of the North's workforce*
- d) *increasing the involvement of Aboriginal peoples in the northern economy*
- e) *improving the connectivity of the northern population through information technologies.*

*It is further acknowledged that long-term progress in these areas requires sustained, co-ordinated efforts by the Province and all its external partners.*

The proposed development will allow for the future expansion of an existing Health Services operation located within the City of Temiskaming Shores. Furthermore, the proposed development is expected to generate additional jobs and will contribute to this area of the City becoming a complete community by providing housing opportunities for seniors and staff/employees. The application for a Zoning By-law Amendment to permit the uses proposed will promote investment and a greater variety of housing types to suit the needs of the diverse population within the City of Temiskaming Shores.

In summary, it is our professional planning opinion that the Zoning By-law Amendment Application conforms to the policies of the Places to Grow Growth Plan for Northern Ontario, 2011.

## 5.2 Provincial Policy Statement, 2020 (PPS)

The Provincial Policy Statement (PPS) was revised on March 1, 2005 to include new and revised policies along with the requirement to 'be consistent with' those policies. The PPS was further revised in May of 2020 bringing policies more in line with changes to the A Place to Grow (APTG) Growth Plan for the Greater Golden Horseshoe. The PPS does not require absolute conformity, however, planning decisions must be consistent with the PPS. Furthermore, the approval authority must consider all the components of the PPS and how they interrelate.

Part of the vision of the PPS is to build strong healthy communities to ensure that development patterns are efficient in terms of optimizing the use of land, resources and public investment in infrastructure and public service facilities. Land use patterns should promote a mix of housing including affordable housing, employment, parks and open spaces, and transportation choices that increase the use of active transportation and transit before other modes of travel. In addition, cost-effective development standards are promoted in order to minimize land consumption and servicing costs.

The Vision of the PPS is to promote the long-term prosperity and social well-being of Ontario for strong, sustainable and resilient communities for people of all ages, a clean and healthy environment, and a strong and competitive economy. The PPS supports improved land use planning and management, which contributes to a more effective and efficient land use planning system.

The PPS places considerable focus on promoting opportunities for intensification, development in compact form and

the establishment of a mix of uses and densities to allow for the efficient use of land. Specific to housing, the PPS requires that municipalities provide for a range of housing types and densities that are affordable to low and moderate income households. The development of new housing is directed toward locations where appropriate levels of infrastructure, public services facilities, and public transit exist. Provincial Plans, such as the PPS, and municipal official plans provide a framework for comprehensive, integrated, place-based and long-term planning that supports and integrates the principles of strong communities, a clean and healthy environment and economic growth for the long term.

The three principal parts of the PPS include (i) Building Strong Healthy Communities, (ii) Wise Use and Management of Resources and (iii) Protecting Public Health and Safety. The development of the subject lands is consistent with the PPS as outlined in the relevant policies below.

### 1.0 Building Strong Healthy Communities

#### 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

##### 1.1.1 Healthy, livable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- d) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;

- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;*
- f) improving accessibility for persons with disabilities and older persons by addressing land use barriers which restrict their full participation in society;*
- g) ensuring that necessary infrastructure and public service facilities are or will be available to meet current and projected needs;*
- h) promoting development and land use patterns that conserve biodiversity; and*
- i) preparing for the regional and local impacts of a changing climate.*

Development is proposed on lands within the settlement area of Dymond that are currently designated for development in the City of Temiskaming Shores Official Plan, which will facilitate the expansion of an under construction Health Services operation, providing accommodation and assistance to Seniors and providing well paying job opportunities throughout the City of Temiskaming Shores. There are no environmental or public health concerns associated with development on these subject lands, and locating the future expansion of the facility on these lands will promote cost-efficient development patterns as it will utilize existing servicing and transportation infrastructure in the City. The development promotes inclusivity for seniors within the community and allows those that wish to stay in the community during their aging process to remain.

- 1.1.2 Sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years, informed by provincial guidelines. However, where an alternate time period has been established for specific areas of the Province as a result of a provincial planning exercise or a provincial plan, that time frame may be used for municipalities within the area.*

*Within settlement areas, sufficient land shall be made available through intensification and redevelopment and, if necessary, designated growth areas.*

Development is proposed for the subject lands which has been severed from a larger parcel of land that extends to the south within the settlement area of Dymond. The parcel proposed for development is approximately 2.57 hectares in size and is designated Mixed Use Areas within the City Official Plan which permits a range of uses, including a LTC Centre. The application will facilitate the Temiskaming Lodge to have a greater capacity to accommodate seniors in the future. The proposed development will contribute to additional accommodation and growth capacity, as well as jobs, within the City of Temiskaming Shores in the future.

### *1.1.3 Settlement Areas*

*Settlement areas are urban areas and rural settlement areas, and include cities, towns, villages and hamlets. Ontario's settlement areas vary significantly in terms of size, density, population, economic activity, diversity and intensity of land uses, service levels, and types of infrastructure available.*

*The vitality and regeneration of settlement areas is critical to the long-term economic prosperity of our communities. Development pressures and land use change will vary across Ontario. It is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces, ensure effective use of infrastructure and public service facilities and minimize unnecessary public expenditures.*

- 1.1.3.1 Settlement areas shall be the focus of growth and development.*

The application for a Zoning By-law Amendment proposes development on lands within the settlement area of Dymond located in the City of Temiskaming Shores. The application will facilitate a greater capacity to accommodate seniors with appropriate housing that meets their needs within the City in the future.

*1.1.3.2 Land use patterns within settlement areas shall be based on densities and a mix of land uses which:*

- a) efficiently use land and resources;*
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;*
- c) minimize negative impacts to air quality and climate change, and promote energy efficiency;*
- d) prepare for the impacts of a changing climate;*
- e) support active transportation;*
- f) are transit-supportive, where transit is planned, exists or may be developed; and*
- g) are freight-supportive.*

*Land use patterns within settlement areas shall also be based on a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.*

The proposed development is located within the settlement area of Dymond in the City of Temiskaming Shores and proposes a future expansion area for the Long Term Care Home to the west that will contribute to the mix of land uses in the area, be connected to full municipal services, will be in proximity to the City transit system, and will be accessed by existing local roads that do not require an expansion to facilitate the proposal. The proposed development density is appropriate for this area.

*1.1.3.3 Planning authorities shall identify appropriate locations and promote opportunities for transit-supportive development, accommodating a significant supply and range of housing options through intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.*

*1.1.3.5 Planning authorities shall establish and implement minimum targets for intensification and redevelopment within built-up areas, based on local conditions. However, where provincial targets are established through provincial plans, the provincial target shall represent the minimum target for affected areas.*

Section 3.5 of the City Official Plan indicates that 220 units are targeted for construction in Dymond by the year 2031, however, none of these units are anticipated in high density housing forms. The application, however, proposes the construction of future residential units within a medium to high density built form for this area, which could include an apartment style Retirement residences, which is an opportunity for intensification within the settlement boundary. The application proposes such development on vacant lands that are designated as Mixed Use Areas within the City Official Plan suggesting that the City has always intended that these lands be developed.

### **1.3 Employment**

#### **1.3.1 Planning authorities shall promote economic development and competitiveness by:**

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;*
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;*
- c) facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;*
- d) encouraging compact, mixed-use development that incorporates compatible employment uses to support livable and resilient communities, with consideration of housing policy 1.4; and*
- e) ensuring the necessary infrastructure is provided to support current and projected needs.*

The application for a Zoning By-Law Amendment proposes to facilitate the future expansion of an existing and under construction health care services operation for seniors within the City of Temiskaming Shores. The development proposes institutional uses with a greater capacity than what currently exists within the existing facility located within Haileybury, in the City of Temiskaming Shores. In addition, the development proposed for the subject lands will establish additional employment opportunities within the City and provide opportunities for residential units for employees. The proposed future Phase 2 of the development will assist in meeting the long-term needs of the City, including to provide for a range of employment opportunities, and establish compact mixed-use development that incorporates compatible employment uses to support liveable and resilient communities. Furthermore, the lands are located in a mixed use area containing residential uses, and are well served by public transit creating accessible connections throughout the City to the subject lands for employees, residents, and visitors, and the establishment of a complete, liveable, and resilient community which meets the everyday needs of residents and employees now and in the future.

### **1.4 Housing**

#### **1.4.1 To provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area, planning authorities shall:**

- a) maintain at all times the ability to accommodate residential growth for a minimum of 15 years through residential intensification and redevelopment and, if necessary, lands which are designated and available for residential development; and*
- b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.*

*Upper-tier and single-tier municipalities may choose to maintain land with servicing capacity sufficient to provide at least a five-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.*

The proposed development will establish future housing opportunities for senior residents and employees in the settlement area of Dymond. The proposed development is a future expansion

area of the current LTC Centre development that is under construction to the west of the subject lands. The development is an expansion/relocation of an existing health care services operation located within Haileybury, and will facilitate Jarlette Ltd. to accommodate a greater number of residents within the new facility to meet the current and future needs of the population.

**1.4.3** *Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:*

*a) establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households and which aligns with applicable housing and homelessness plans. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;*

*b) permitting and facilitating:*

*1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and*

*2. all types of residential intensification, including additional residential units, and redevelopment in accordance with policy 1.1.3.3;*

*c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;*

*d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;*

*e) requiring transit-supportive development and prioritizing intensification, including potential air rights development, in proximity to transit, including corridors and stations; and*

*f) establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.*

The application for a Zoning By-Law Amendment proposes to establish future residential and institutional care capacity for existing and future senior residents and employees within the City of Temiskaming Shores. The application proposes development for vacant lands designated for development, will be connected to full municipal services, and will utilize the existing transportation network, including the public transit system. The subject lands are located in an area of the City where appropriate levels of infrastructure to support the development exist in addition to a range and mix of land uses providing access to goods and services to meet the needs of residents.

## **1.6 Infrastructure and Public Service Facilities**

### **1.6.6 Sewage, Water and Stormwater**

#### **1.6.6.1 Planning for sewage and water services shall:**

*a) accommodate forecasted growth in a manner that promotes the efficient use and optimization of existing:*

*1. municipal sewage services and municipal water services; and*

*2. private communal sewage services and private communal water services, where municipal sewage services and municipal water services are not available or feasible;*

- b) ensure that these systems are provided in a manner that:
  - 1. can be sustained by the water resources upon which such services rely;
  - 2. prepares for the impacts of a changing climate;
  - 3. is feasible and financially viable over their lifecycle; and
  - 4. protects human health and safety, and the natural environment;
- c) promote water conservation and water use efficiency;
- d) integrate servicing and land use considerations at all stages of the planning process; and
- e) be in accordance with the servicing hierarchy outlined through policies 1.6.6.2, 1.6.6.3, 1.6.6.4 and 1.6.6.5. For clarity, where municipal sewage services and municipal water services are not available, planned or feasible, planning authorities have the ability to consider the use of the servicing options set out through policies 1.6.6.3, 1.6.6.4, and 1.6.6.5 provided that the specified conditions are met.

The proposed development will efficiently utilize and optimize existing municipal water and sewer services within the City of Temiskaming Shores. Furthermore, stormwater management will be provided through best management practices to the satisfaction of the City and Province. This will be further assessed during the Site Plan Control process.

*1.6.6.2 Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety. Within settlement areas with existing municipal sewage services and municipal water services, intensification and redevelopment shall be promoted wherever feasible to optimize the use of the services.*

The proposed development is located within the settlement area of Dymond in the City of Temiskaming Shores and will be connected to full existing municipal water and sewer services. This will be further assessed during the Site Plan Control process.

*1.6.6.7 Planning for stormwater management shall:*

- a) be integrated with planning for sewage and water services and ensure that systems are optimized, feasible and financially viable over the long term;
- b) minimize, or, where possible, prevent increases in contaminant loads;
- c) minimize erosion and changes in water balance, and prepare for the impacts of a changing climate through the effective management of stormwater, including the use of green infrastructure;
- d) mitigate risks to human health, safety, property and the environment;
- e) maximize the extent and function of vegetative and pervious surfaces; and
- f) promote stormwater management best practices, including stormwater attenuation and re-use, water conservation and efficiency, and low impact development.

Mitigation measures will be undertaken in support of the proposed development to control pre- and post-development Stormwater Management and associated impacts. This will be further assessed during the Site Plan Control process.

*1.6.7 Transportation Systems*

*1.6.7.1 Transportation systems should be provided which are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs.*

*1.6.7.2 Efficient use should be made of existing and planned infrastructure, including through the use of transportation demand management strategies, where feasible.*

The proposed development will be accessed from Drive In Theatre Road, which is an existing local road that is assumed to be capable of accommodating the additional traffic generated from the proposed development. In addition, the City transit system is located in proximity to the subject lands, as such, it is expected that employees, residents, and visitors of the proposed development will utilize the existing public transit system. This will be further reviewed during the Site Plan Control process.

#### *1.6.10 Waste Management*

*1.6.10.1 Waste management systems need to be provided that are of an appropriate size and type to accommodate present and future requirements, and facilitate, encourage and promote reduction, reuse and recycling objectives.*

*Waste management systems shall be located and designed in accordance with provincial legislation and standards.*

The proposed development will utilize the City's waste management system. This will be further reviewed during the Site Plan Control process.

#### *1.7 Long-Term Economic Prosperity*

*1.7.1 Long-term economic prosperity should be supported by:*

- a) promoting opportunities for economic development and community investment-readiness;*
- b) encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of housing options for a diverse workforce;*

The expansion of the Long Term Care Centre on the subject lands will create additional employment opportunities for health care workers while also providing living accommodations for seniors and staff accommodations. The current demand for accommodation at Long Term Care Centres initiated the expansion/relocation of the LTC Centre owned by Jarlette Ltd. located in Haileybury. The proposed development will be part of Phase 2 of the LTC Centre under construction to the west of the subject lands and will contribute to the expansion of the facility.

## **2.0 Wise Use and Management of Resources**

Ontario's long-term prosperity, environmental health, and social well-being depend on conserving biodiversity, protecting the health of the Great Lakes, and protecting natural heritage, water, agricultural, mineral and cultural heritage and archaeological resources for their economic, environmental and social benefits.

Accordingly:

### **2.1 Natural Heritage**

*2.1.1 Natural features and areas shall be protected for the long term.*

The subject lands are currently vacant and have not been used as traditional hayfield since 2019, according to the Scoped Species at Risk Assessment prepared in support of the proposed development. Furthermore, this Assessment concluded the lands do not contain any wetlands, woodlots, and ANSI's, additionally that they are not in proximity to any well-defined watercourses, or valleylands. As such, no negative impacts to natural heritage features and areas are expected to occur as a result of the proposed development.

- 2.1.2 *The diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.*

The Scoped Species at Risk Assessment prepared concludes that the proposed development will not have negative impacts on natural heritage features or their long-term ecological function, or linkages.

- 2.1.3 *Natural heritage systems shall be identified in Ecoregions 6E & 7E1, recognizing that natural heritage systems will vary in size and form in settlement areas, rural areas, and prime agricultural areas.*

The subject lands are located north of Ecoregions 6E and 7E and as such, a natural heritage system has not been identified.

- 2.1.4 *Development and site alteration shall not be permitted in:*

- a) significant wetlands in Ecoregions 5E, 6E and 7E; and*
- b) significant coastal wetlands.*

Development is not proposed within significant wetlands or significant coastal wetlands.

- 2.1.5 *Development and site alteration shall not be permitted in:*

- a) significant wetlands in the Canadian Shield north of Ecoregions 5E, 6E and 7E*
- b) significant woodlands in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River);*
- c) significant valleylands in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River);*
- d) significant wildlife habitat;*
- e) significant areas of natural and scientific interest; and*
- f) coastal wetlands in Ecoregions 5E, 6E and 7E that are not subject to policy 2.1.4(b).*

*Unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions.*

The subject lands are located north of Ecoregions 6E and 7E, regardless, development is not proposed within significant woodlands, significant wildlife habitat, or significant areas of natural and scientific interest.

- 2.1.6 *Development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements.*

Development is not proposed within fish habitat.

- 2.1.7 *Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements.*

The Scoped Species at Risk Assessment concluded that it was the changes in farming use, which included the lands now being considered for development, had erased any potential for Bobolink and Meadowlark to use these lands, a use that would not re-establish unless these lands were returned to a hayfield and maintained in that use for a number of years. At this time, it is not anticipated that development is proposed on lands containing habitat of endangered or threatened species.

- 2.1.8 *Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.*

The proposed development is not expected to have any direct or indirect impacts to any Significant Natural Heritage Features or their ecological functions on the subject or adjacent lands.

With respect to Natural Heritage policies contained within the Provincial Policy Statement, in our opinion the proposed development is consistent with and will be carried out in accordance with the policies of Section 2.1.

## **2.6 Cultural Heritage and Archaeology**

- 2.6.1 *Significant built heritage resources and significant cultural heritage landscapes shall be conserved.*
- 2.6.2 *Development and site alteration shall not be permitted on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved.*

No significant cultural heritage or archaeology items were suspected to be located on the subject lands, as such the municipality did not request an Archaeological Assessment to be submitted in support of the application for proposed development.

## **3.0 Protecting Public Health and Safety**

### **3.1 Natural Hazards**

- 3.1.1 *Development shall generally be directed, in accordance with guidance developed by the Province (as amended from time to time), to areas outside of:*
- a) hazardous lands adjacent to the shorelines of the Great Lakes - St. Lawrence River System and large inland lakes which are impacted by flooding hazards, erosion hazards and/or dynamic beach hazards;*
  - b) hazardous lands adjacent to river, stream and small inland lake systems which are impacted by flooding hazards and/or erosion hazards; and*
  - c) hazardous sites.*

Development is not proposed in areas of hazardous lands as outlined above, or hazardous sites.

- 3.1.2 *Development and site alteration shall not be permitted within:*
- a) the dynamic beach hazard;*
  - b) defined portions of the flooding hazard along connecting channels (the St. Marys, St. Clair, Detroit, Niagara and St. Lawrence Rivers);*
  - c) areas that would be rendered inaccessible to people and vehicles during times of flooding hazards, erosion hazards and/or dynamic beach hazards, unless it has been demonstrated that the site has safe access appropriate for the nature of the development and the natural hazard; and*
  - d) a floodway regardless of whether the area of inundation contains high points of land not subject to flooding.*

Development is not proposed within any of the areas or features identified in Section 3.1.2.

*3.1.3 Planning authorities shall prepare for the impacts of a changing climate that may increase the risk associated with natural hazards.*

The proposed development is not anticipated to exacerbate climate change impacts or increase the risk associated with natural hazards.

*3.1.4 Despite policy 3.1.2, development and site alteration may be permitted in certain areas associated with the flooding hazard along river, stream and small inland lake systems:*

- a) in those exceptional situations where a Special Policy Area has been approved. The designation of a Special Policy Area, and any change or modification to the official plan policies, land use designations or boundaries applying to Special Policy Area lands, must be approved by the Ministers of Municipal Affairs and Housing and Natural Resources and Forestry prior to the approval authority approving such changes or modifications; or*
- b) where the development is limited to uses which by their nature must locate within the floodway, including flood and/or erosion control works or minor additions or passive non-structural uses which do not affect flood flows.*

Development is not proposed in any areas associated with a flooding hazard along a river, stream and/or small inland land system.

*3.1.5 Development shall not be permitted to locate in hazardous lands and hazardous sites where the use is:*

- a) an institutional use including hospitals, long-term care homes, retirement homes, pre-schools, school nurseries, day cares and schools;*
- b) an essential emergency service such as that provided by fire, police and ambulance stations and electrical substations; or*
- c) uses associated with the disposal, manufacture, treatment or storage of hazardous substances.*

Development is not proposed in areas of hazardous lands or hazardous sites nor is the form of development identified above being proposed.

In summary, the PPS promotes the provision of a range and mix of housing types suitable to meet the diverse needs of the existing and future population, and to promote employment opportunities while directing growth to settlement areas, utilizing existing infrastructure, protecting the natural environment, and mitigating the effects of development. The proposed development will establish future residential units and create additional jobs within the City of Temiskaming Shores in an existing mixed use area served by public transit, and that will be connected to full municipal services. The proposed development will support the long-term needs of the City's population, including accommodation for seniors and employment opportunities.

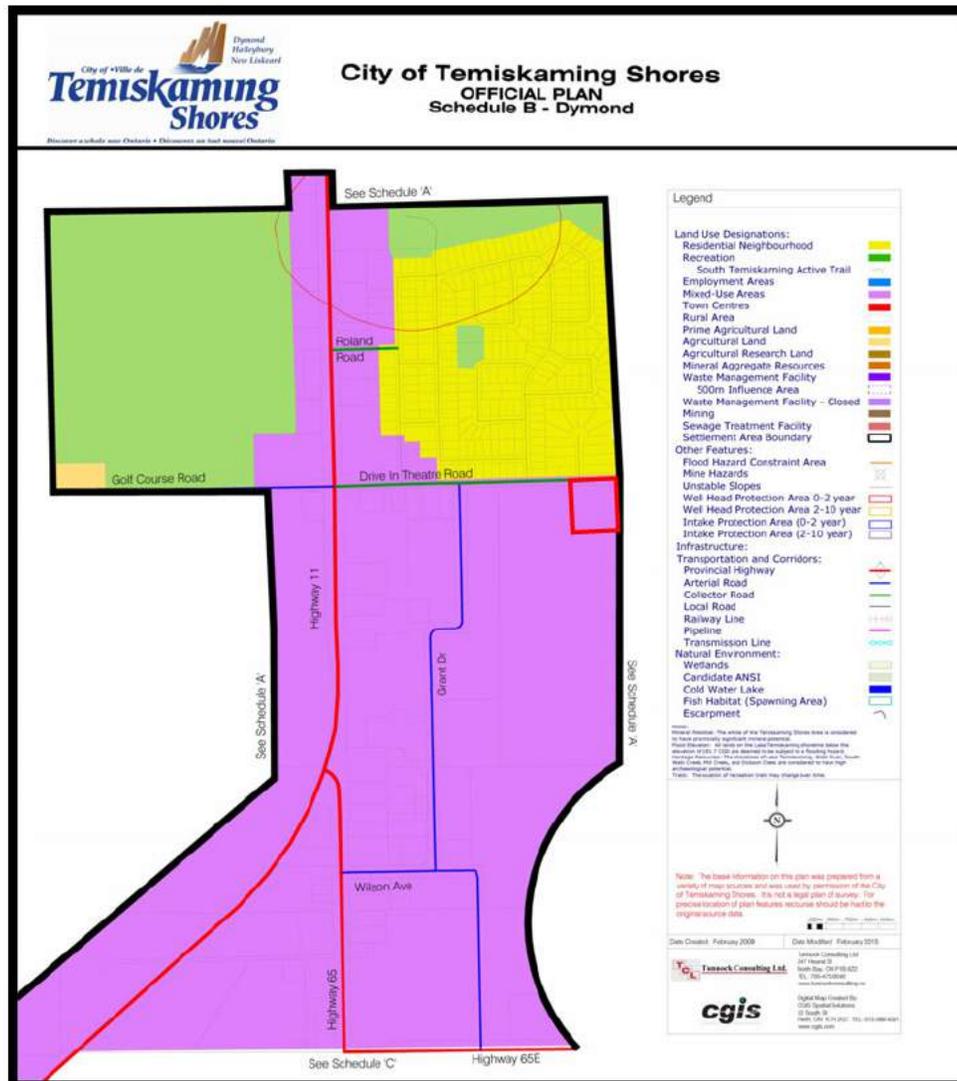
Based on our review of the applicable policies noted above, it is our professional planning opinion that the proposed development of the lands is consistent with the applicable policies of the Provincial Policy Statement.

### 5.3 City of Temiskaming Shores Official Plan

The City of Temiskaming Shores Official Plan articulates the City's planning vision and objectives. An Office Consolidation of the City Official Plan was approved with modifications on March 20, 2015. Within the City Official Plan Schedule B – Dymond, the lands are designated Mixed-Use Areas (**Figure 4**). Land uses within the Mixed-Use Areas designation are intended to be designed and developed to ensure that the integration of land uses are compatible or where adverse effects can be satisfactorily mitigated. This designation may include a mix of industrial, commercial, institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed-Use Area. All uses are to be appropriately zoned and are subject to Site Plan Control. The proposed development is to facilitate the second phase of the LTC Centre which are identified as permitted uses within the Mixed-Use Areas designation in the City of Temiskaming Shores Official Plan.

A Zoning By-law Amendment application is proposed to facilitate the development and to recognize additional permitted uses within the Commercial Facilities Zone and an increase in the maximum height. Site Plan Control will be submitted for following the Zoning By-law Amendment process.

Figure 4



The following sections outline how the development conforms to the policies within the City of Temiskaming Shores Official Plan.

Section 1.3 contains the Objectives of the Plan, which include:

1. To create a positive planning environment that addresses the needs and aspirations of the community over the next two decades.
2. To build a vision for the future of the City which is agreed upon by the community and which the community has an active role in implementing.
3. To create a unifying force that creates and fosters an identity for the City.
4. To create a forum for community- based dialogue in the design, implementation and review of the Plan.
5. To develop a land use planning process that maximizes compatibility and minimizes conflict between different land uses.
6. To build a City with strong, distinctive and liveable Settlement Areas with a range of housing choices, employment, parks, open space and which provides a range of services and facilities that are accessible by walking, cycling and transit.
7. To build a healthy, safe and liveable community that encourages active living, healthy lifestyles and which integrates planning for a healthy community as a component of the City's land use planning process.
8. To plan for a community with a diversified and well managed resource base including mining, mineral aggregates, forestry, agriculture and water.
9. To conserve and manage cultural heritage resources to maintain their heritage value.
10. To ensure that future development and land use planning decisions in the City conform to the goals, objectives and policies of this Plan.
11. To plan and provide infrastructure that meets current and projected growth needs.
12. To protect resources of provincial interest, public health and safety and the quality of the natural environment through the policies of this Plan and through consultation with Provincial agencies.
13. To position the City for growth within a regional and global economy in keeping with the policy framework of the Growth Plan for Northern Ontario.
14. To position the City to assume greater responsibility for decision- making approval on planning applications through exemption from Minister's approval for official plan amendments.
15. To conserve biodiversity and encourage the ecological benefits provided by nature.
16. To consider the impacts of climate change and measures to support the reduction of greenhouse gas emissions through urban and rural design practices and to encourage and support green infrastructure.
17. To recognize the uniqueness of the Anglophones, Francophones, First Nations, Métis and all other identifiable cultures and celebrate their contributions to the social fabric of the city.

The application for a Zoning By-law Amendment will facilitate the proposed development. In our opinion the proposed development conforms to the latter objectives of the Plan and justification is provided in the following sections.

Section 3 contains policies and objectives related to Housing and Growth Management. The Goal Statement, Section 3.2, is noted as providing for an appropriate range of housing types and densities which will meet the projected housing needs of the community. Section 3.3, Objectives, notes that the City should ensure sufficient land is available and serviced to meet the projected housing needs over the planning period. Section 3.4, Projections, and Section 3.5, Targets, identify that Temiskaming Shores has a significant opportunity to grow and prosper over the next two decades. By 2031, it is projected that the population of Temiskaming Shores will be 13,760, and that 1,540 housing units will be created within the City's three settlement areas, 220 units of which are expected to be created in the settlement area of Dymond, which the subject lands are located in. The proposed future development of additional housing units geared to seniors, will contribute to achieving this housing target by 2031, which represents 15% of the overall unit growth expected for the City's three settlement areas. In addition, it is projected that there will be employment growth of 3,880 jobs with the proposed development expected to create additional employment opportunities. While the target for High Density housing in the settlement of Dymond is 0% according to Section 3.5 table, Target for Housing Densities, the proposed development would result in the establishment of future housing units within medium/high density forms of housing being apartments. In consideration of Section 3.7, Residential Intensification, the proposed development will contribute to the achievement of the targets outlined in Section 3.5.

Section 3.8, Special Needs Housing, identifies planning for and delivering housing for the population which includes students, low to moderate income households, seniors, persons living with disabilities, aboriginals, those requiring Crisis Shelter accommodation, and those residents requiring group homes and garden suites. This policy requires the City to engage the District of Timiskaming Social Services Administration Board (DTSSAB), post-secondary, educational institutions, social service agencies, service clubs and other agencies in planning for and delivering housing for the defined population. The proposed development will establish future housing opportunities for the senior's population, which have a unique housing need.

Section 3.11 relates to Settlement Areas. The subject lands are located within Dymond, which is a Settlement Area identified within the City of Temiskaming Shores Official Plan in Land Use Schedule B. The plan states that Settlement Areas will be the focus of residential and employment growth. The development proposed within Dymond will establish additional housing and job opportunities to facilitate growth and that Settlement Areas will provide the land base and infrastructure required to accommodate the projected population, housing, and employment growth of the City. The proposed development conforms to the Settlement Area development principles, particularly 2. residential intensification; 4. available infrastructure; 5. available and adequate public service facilities; 6. sustainable and energy efficient development; and 7. land use compatibility. Conformity with these principles will be further reviewed during the Site Plan Control process.

Section 4 of the Official Plan contains policies related to Community Development. Section 4.2 states that it is a goal to design and develop safe, sustainable Settlement Areas which integrate the employment, housing and social needs of residents and businesses in a highly livable and functional urban environment. Objectives are outlined in Section 4.3 which include:

1. To encourage mixed land use developments that place work, recreation opportunity and basic needs shopping closer to home.
2. To provide sufficient land for projected housing and employment growth within the Settlement Areas.
3. To provide for orderly, cost- efficient, compact and phased development.
4. To ensure that all development has appropriate and adequate municipal services (infrastructure) and public service facilities.

5. To avoid and/or mitigate land use conflicts.
6. To conserve natural and cultural heritage resources.
7. To enhance the quality of urban living through sensible urban design.

The proposed development will contribute to the built form in an existing mixed-use community where opportunities to work, recreate, meet basic needs, and live are abundant. The development will contribute to opportunities for employment growth and population growth by establishing future residential units and jobs to support the development. No land use conflicts or negative impacts to natural or cultural heritage resources are anticipated to arise from the development. Furthermore, the siting of the buildings will be designed in consideration of Urban Design Principles contained in Section 4.9 at the time of Site Plan Control. Overall, the proposed development is consistent with the Community Development Objectives outlined in Section 4.3 of the Official Plan.

Section 4.4 relates to Land Use Designations within the Settlement Areas of the City. As previously noted, and as identified on Land Use Schedule B, the subject lands are designated Mixed-Use Areas. In accordance with Policy 4.4 the development being proposed will utilize existing municipal sewer and water services, stormwater and drainage facilities as appropriate, the City's transportation services, hydro, and gas utilities where available. The natural environment has been considered with the preparation of a scope Species at Risk Assessment which has identified that there are no negative impacts anticipated to the natural environment with the development of these lands.

Policies for the Mixed-Use Areas designation are contained in Section 4.7 of the Plan. As noted previously in this Section of this Report, land uses within the Mixed-Use Areas designation are intended to be designed and developed to ensure that the integration of land uses are compatible or where adverse effects can be satisfactorily mitigated. The Mixed-Use Areas designation may include a mix of industrial, commercial, institutional uses, and associated accessory uses and public service facilities and residential uses compatible with a Mixed-Use Area. The submitted Zoning By-law Amendment application will recognize additional permitted uses on the lands. The development will be subject to a future site plan control application process in accordance with Policy 3.0, and in accordance with Policy 5.0 will be subject to the urban design principles in Section 4.9 of the plan.

Section 4.9 contains Urban Design Principles, which the proposed development is subject to. Conformity with Urban Design Principles contained within Section 4.9 of the Plan will be determined at the time of a future site plan control application which will address detailed design for the site. However, generally the proposed development will support the principles of this Section which include:

1. Good urban design seeks to create a safe, functional and attractive built environment. The City is committed to achieving a high standard of urban design through applying the following urban design principles in the review and approval of development applications;
2. Create streets and public places that are safe, lively and comfortable;
3. Promote pedestrian friendly design;
4. Create opportunities for energy conservation;
5. Protect views and vistas of built and natural landmarks;
6. Create a safe liveable winter city;
7. Conserve architectural heritage;
8. Ensure compatible design;
9. Design with Nature;
10. Design for accessibility and circulation;
11. Site Design.

It is intended that the proposed design will support the latter principles which will be reviewed in greater detail at the time of a future Site Plan Control application.

Section 5 contains policies related to Infrastructure and Public Service Facilities. Policies related to Water, Wastewater, and Stormwater Management are provided in Section 5.4. As noted in Section 5.4.2,

development applications are to be evaluated against servicing capacity and not be approved when servicing capacity is insufficient. Stormwater Management will be addressed in accordance with Policy 4.0 using best-practices and to the satisfaction of the City of Temiskaming Shores and other agencies as required.

Section 5.6, specifically Sections 5.6.2 and 5.6.3, relate to City Roads and Public Transit respectively. Access to the development will be provided from Drive In Theatre Road of which is an existing municipally maintained City road. The understanding is that both roads are capable of accommodating the additional traffic anticipated to be generated by the proposed development. Access points to the proposed development including the adjacent lands to the west will be determined in consultation with the City of Temiskaming Shores to ensure an appropriate site design that supports and maintains the City's existing road network and its functions and provides safe ingress and egress to and from the lands. A Traffic Impact Study will be provided during the Site Plan Control process if required. In consideration of Section 5.6.3, the proposed development will be located in proximity to the City transit system which will support the transit system and facilitate access and connections beyond the immediate area for residents, employees, and visitors to the proposed development.

The proposed development will be designed in accordance with the policies contained in Section 5.10, Fire and Emergency Services and Section 5.11, Police Services and fire, emergency, and policies services will be circulated on the proposed site design during Site Plan Control and will provide sign off once they are satisfied that the proposed development and site design is in conformity with the policies contained in Sections 5.10 and 5.11.

Section 5.12 and 5.13 relate to Health Care and Accessibility respectively. Section 5.12.4 identifies advocating for health care as an integral component of the healthy communities' concept. The proposed development will contribute to the establishment and maintenance of a healthy community within the City of Temiskaming Shores, and a healthier Ontario, by providing future Seniors Housing, as defined in Section 3.8 of the Plan. The application for Zoning By-law Amendment will provide the opportunity for an existing health-related operation to expand and increase its capacity in the future to serve the growing aging population. Site Plan Control and proper design of the buildings will ensure the proposed development and facilities are designed to meet accessibility requirements and have regard to persons with disabilities. Accessible design will be particularly important for the proposed development as the predominant population within the facilities to be constructed will be senior citizens. Overall, the proposed development will promote appropriate levels of health care within the City of Temiskaming Shores and will give considerable regard to accessibility to support the functions of the development proposed and quality of life for its residents.

Section 6.0 contains Objectives and a Strategy for Economic Development. Section 6.4 which states that it is the intent of the Official Plan to support economic development through a variety of actions including, 1. maintaining an open-for-business attitude to promote and plan for the City as an investment-ready community that supports a healthy and diversified economic base. The application for a Zoning By-law Amendment to permit the permitted uses on the subject lands will facilitate investment to the community, additional job opportunities, additional housing opportunities, and an expanded economic base. Section 6.5 relates to the economic objectives and goals established in the Growth Plan for Northern Ontario. Policies within the City of Temiskaming Shores Official Plan are in conformity with the Growth Plan for Northern Ontario. Conformity of the proposed development with the Growth Plan for Northern Ontario is detailed in Section 5.1 of this Report.

Section 8.0 contains a Strategy for Developing Healthy Communities. Included in Section 8.3, Section 8.3.1 states that the City will screen planning applications to include a question as to how the proposed development will contribute to a healthy community. Section 8.3.3 states that the City will strengthen and promote the identity of Temiskaming Shores as a unified community and will create a branding for the City that can market its amenities and opportunities. In accordance with both policies, the proposed development will establish additional housing opportunities for seniors and employees and those requiring long-term care assistance. The provision of such will contribute to the availability of housing that

is appropriate to meet the unique needs of this population and will support the establishment of an inclusive and unified community that accommodates a diverse range of needs. The proposed development will contribute to the achievement of a healthy community by providing additional housing opportunities for those with special needs to ensure the needs of the entire population are met through land-use planning and development.

Section 10 contains policies related to the Natural Environment. The intent of the Plan and the policies contained within this Section is to preserve and protect existing natural areas and to promote the restoration of the natural environment wherever possible. In accordance with Section 10.5, Natural Heritage Features and Areas, development is not proposed in significant habitat of endangered or threatened species, significant wetlands, significant wildlife habitat, significant areas of Natural and Scientific Interest, fish habitat, or adjacent lands to natural heritage features and areas. A Scoped Species at Risk Assessment was prepared in support of the application for Zoning By-law Amendment to permit the proposed development and land uses on the subject lands. The Assessment concluded that there are no direct or indirect impacts to natural heritage features and areas associated with the proposed development. With respect to Section 10.9, Natural Hazards, development is not proposed on or adjacent to hazardous lands. In accordance with Section 10.11, a Scoped Species at Risk Assessment was prepared which addresses the criteria of an Environmental Impact Study (EIS) outlined in this Section.

Section 14 contains policies related to Cultural Heritage. City staff determined that there are no cultural heritage or archaeological concerns associated with the property and there was no expectation that the lands contain any cultural heritage or archaeological resources. As such, an Archaeological Assessment was not identified as a requirement for submission of the application for a Zoning By-law Amendment.

Tools and procedures that Council and approval authorities may use to implement this Plan are contained with Section 15, Planning Tool Kit. In accordance with Section 15.2, a Zoning By-law Amendment application has been submitted with the required information identified by City Planning staff during discussions. Lastly, in accordance with Section 15.15 a site plan control process will be undertaken in the future since the subject lands proposed for development are designated Mixed-Use Areas, as such, are subject to site plan control. In addition, given that the proposed development will be designed and intended to have regard for persons with disabilities, the site plan control process will be fundamental to the detailed site design process which ensures accessibility and functionality of the development for the intended population.

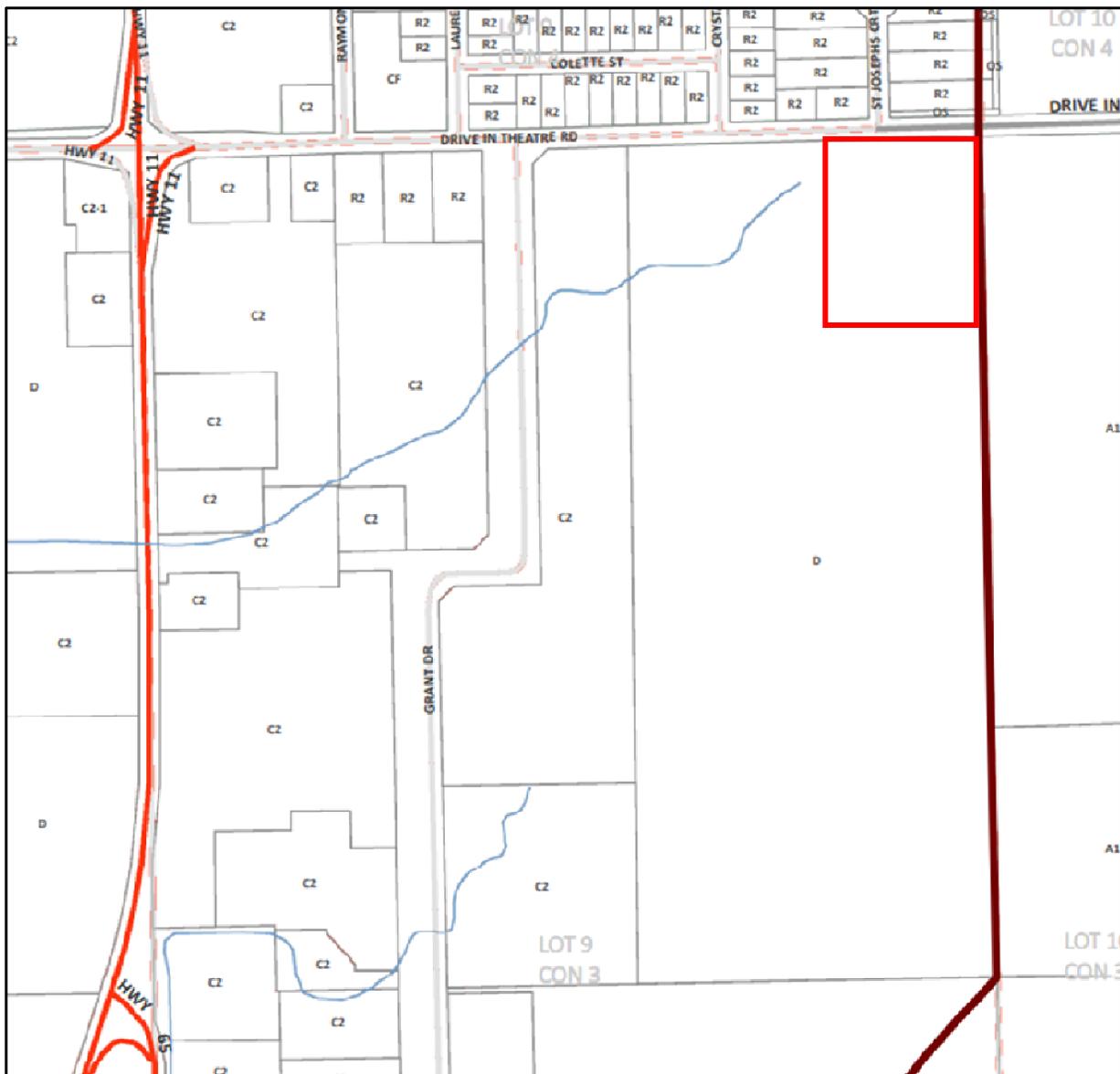
In our professional planning opinion, the application for a Zoning By-law Amendment conforms to the policies of the Official Plan and will contribute to the achievement of the goals and objectives for the long term planning of the City of Temiskaming Shores.

**5.4 City of Temiskaming Shores Zoning By-law 2017-154.**

The subject lands are zoned Development (D) (**Figure 5**) in the City of Temiskaming Shores Zoning By-law 2017-154. The Development (D) zone applies to those lands reserved for future development.

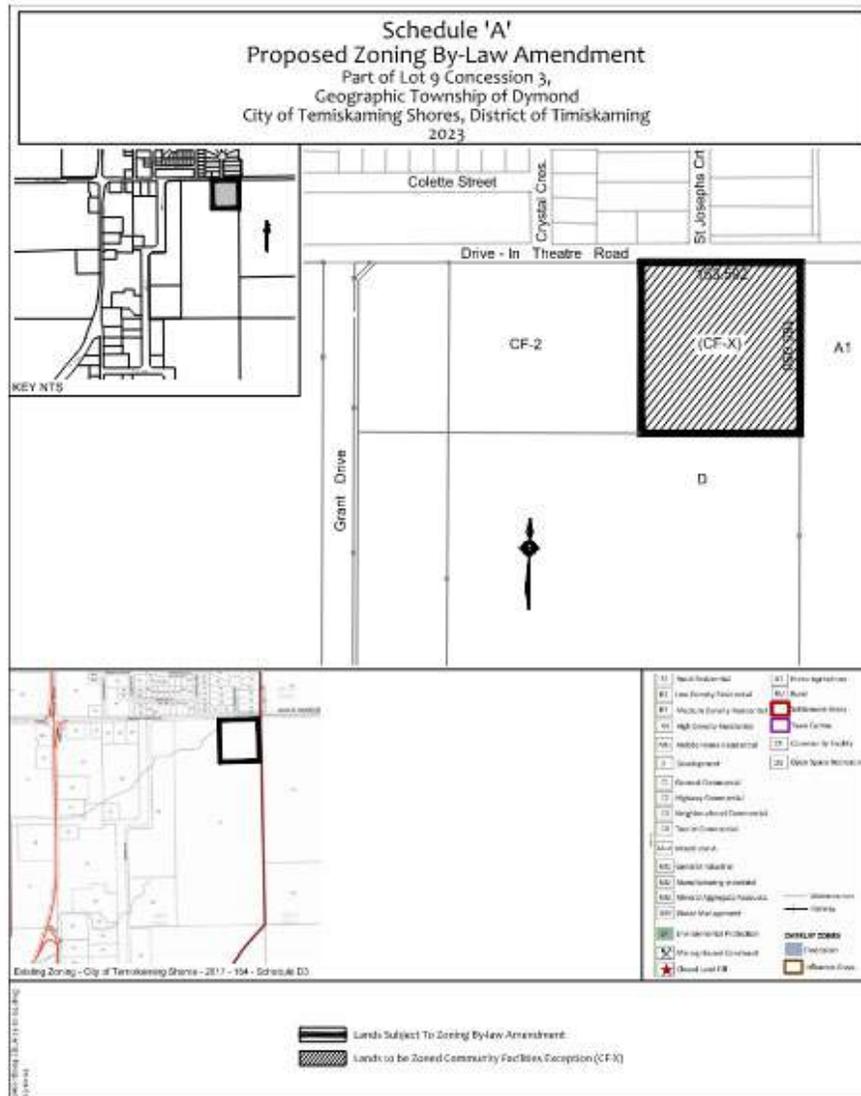
The future phase of a Long Term Care Centre (LTC Centre), which may include residential units for both seniors and employees, is proposed for development on the subject lands, however, none of these uses are permitted uses within the Development (D) Zone. As such, a Zoning By-law Amendment is required to permit the proposed uses on the subject lands, and to increase the maximum height allowance to 16 metres, as discussed further in this Section.

**Figure 5**



An application for a Zoning By-Law Amendment has been submitted to rezone the lands to the Community Facilities Exception (CF-X) Zone to permit a range of institutional uses, including a Long Term Care Centre, Residential Uses that could include Townhouses and an Apartment Building for both the senior population and employees, in addition to increase the maximum height to 16 metres (**Figure 6**). On full municipal services, lots within the Community Facilities (CF) Zone are required to have a minimum lot area of 1.0 hectare, minimum frontage of 20 metres, maximum coverage of 40%, maximum building height of 12 metres, minimum front and rear yard setback of 6 metres, and an exterior and interior side yard setback of 6 metres, so long as the lot is not abutting a residential zone.

**Figure 6**



In our professional planning opinion, the development of these lands will continue to meet the intent of the Zoning By-law while implementing the policies of the Official Plan.

## **6.0 SUPPORTING STUDIES**

### **6.1 Scoped Species at Risk Assessment**

A scoped Species at Risk Assessment dated February 28th, 2023, was prepared by Michalski Nielsen Associates Limited in support of the proposed application for a Zoning By-law Amendment. The Assessment was scoped to two species with habitat opportunities on the subject lands receiving protection under the Endangered Species Act, including the grassland nesting birds Bobolink and Eastern Meadowlark. The lands have not been used as traditional hayfield since at least 2019. The lands do not contain any wetlands, woodlots, or ANSI's, and are not in proximity to any well-defined watercourses, or valleylands.

The Assessment determined that there is sufficient demonstration that Bobolink and Meadowlark habitat will not be negatively impacted by the proposed development of an additional 2.57 hectares of land, located on the east of the current Temiskaming Lodge Senior's Care Centre, from an agricultural to institutional use. The Study concludes that the subject lands have good drainage conditions and gentle grades. There are not any environmental features or functions that should impact the proposed land use change.

## 7.0 CONCLUSION

The proposed Zoning By-law Amendment application will facilitate Phase 2 of a Long-Term Care Centre on lands within the settlement area of Dymond, in the City of Temiskaming Shores. An existing facility is located in the settlement area of Haileybury, however, there is limited opportunity for expansion, as such, development of a new expanded facility is proposed in Dymond. The proposed development will be connected to full municipal water and sewer services and will make efficient use of existing land and infrastructure that is designated for development within the City Official Plan.

The application seeks to permit the proposed development by rezoning the lands to the Community Facility Exception (CF-X) Zone, which will permit a range of uses that are complementary to commercial and residential uses. The proposed development is in an existing mixed-use area comprising commercial and open space uses, as well as low density residential development. The subject lands are in proximity to the public transit system and will be constructed with high quality design and built form that complements the surrounding neighbourhood character and is compatible with the existing built form. The proposed development will contribute to the achievement of housing and employment targets within the City, and will contribute to the achievement of healthy communities that are inclusive to a diverse population and range of needs, particularly the unique needs of seniors and those requiring long-term care assistance. The larger mixed-use area surrounding the site, along with access to public transit adjacent to the site, will facilitate integration within the larger community and access to goods and services beyond those required to meet every day basic needs.

The principles for development, as articulated in the City of Temiskaming Shores Official Plan, conform with the Places to Grow Growth Plan for Northern Ontario and are consistent with the Provincial Policy Statement (PPS) regarding efficient, cost-effective development and land use patterns. Broadly, the Growth Plan and PPS encourage growth within settlement areas, and development that is connected to full municipal services thereby making efficient use of land and infrastructure. The application will facilitate Phase 2 of Jarlette Ltd. Long Term Car Centre to enable a greater accommodation capacity for those in their retirement years, those requiring long-term care and for housing opportunities for employees. The development of the proposed facilities on vacant land, in an existing mixed use area, in proximity to public transit, where services do not have to be extended, where no direct or indirect impacts to natural heritage features and areas are expected, and where development is intended through municipal policies and initiatives, is smart and responsible growth which supports Provincial and City policies and land use planning objectives, as outlined throughout this Report.

In our professional planning opinion, the proposed Zoning By-law Amendment application is appropriate and represents good and desirable planning for the City of Temiskaming Shores.

Respectfully Submitted,  
**THE JONES CONSULTING GROUP LTD.**



Brandi L. Clement, MURP, AICP, MCIP, RPP  
Partner

A handwritten signature in black ink, appearing to read "K. Pollock".

Kara Pollock, BURPI  
Planner



**The City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
705-672-3363

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## **Application for Zoning By-law Amendment Under Section 34 of the Planning Act**

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**Fee for Application to Amend the Zoning By-law: \$1,000.00**

**Please read before completing this application**

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act.

**Applicants are encouraged to consult with the Municipality prior to completing the application.**

**OFFICE USE ONLY**

File No.: \_\_\_\_\_

Date Received: \_\_\_\_\_

Roll No.: 5418- \_\_\_\_\_

**1. Owner Information**

Name of Owner: Pederson Materials Ltd.

Mailing Address: P.O. Box 2409, New Liskeard, ON, P0J 1P0

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name of Owner: N/A

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name of Agent: Temiskaming Lodge, c/o David Jarlette

Mailing Address: 658 King Street, Midland, ON, L4R 0H7

Email Address: [REDACTED] Phone: [REDACTED]

**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  
N/A

Legal Description (concession and lot numbers, reference plan and lot/part numbers)  
PT of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores, District of Timiskaming

b. Date the subject land was acquired by the current owner: 2023

c. Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:

None

d. Are there any easements or restrictive covenants affecting the subject land?

Yes  No

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

N/A

e. Dimensions of subject land:

Lot Area: 2.53 ha. Road Frontage: 153.33 m.  
 Water Frontage: N/A Lot Depth: 165 m.

f. Existing use(s) of the subject land (check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (specify): \_\_\_\_\_  
 Other (specify): \_\_\_\_\_

g. Length of time the existing uses of the subject land have continued: Unknown.

h. Are there any buildings or structures existing on the subject land?

- Yes       No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m <sup>2</sup> )					
Date constructed					
Is building to remain or be removed?					

i. Has the subject land ever been used for commercial or industrial purposes?

- Yes       No

If yes, has a Record of Site Condition ever been completed in accordance with Ontario Regulation 153/04?

- Yes       No

j. Existing use(s) of abutting properties:

North: Residential East: Vacant/Agricultural  
 South: Vacant/Agricultural West: Long Term Care Home (under construction)

k. Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?

Use or Feature	On the subject land	Within 500 metres of subject land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input type="checkbox"/> _____
A landfill	<input type="checkbox"/>	<input type="checkbox"/> _____
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input type="checkbox"/> _____
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/> _____
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/> _____
An industrial or commercial use (specify)	<input type="checkbox"/>	<input type="checkbox"/> _____
An active railway line	<input type="checkbox"/>	<input type="checkbox"/> _____
Utility corridor(s)	<input type="checkbox"/>	<input type="checkbox"/> _____
Provincial Highway	<b>NA</b>	<input type="checkbox"/> _____

**5. Planning Information**

a. Current Official Plan Designation(s): Mixed-Use Areas

b. Explain how the application conforms with the Official Plan:

The lands will be part of Phase 2 of the Temiskaming Lodge development to the west. The Temiskaming Lodge is a long term care home that will expand the size of their establishment in the future. This is a permitted use in this designation.

c. Current Zoning: Development (D)

d. Nature and extent of the rezoning being requested:

To rezone the lands to the Community Facilities (CF-X) zone with exceptions to recognize additional permitted uses including residential uses both medium and high density, and staff housing, in addition to an increase in maximum height. For further information refer to the Planning Justification Report.

e. Reason why rezoning is being requested:

A Zoning By-law Amendment is required to permit development of another phase of a long term care home on lands zoned Development (D). In addition, exceptions are requested to facilitate additional permitted uses that will include residential uses both medium and high density and staff housing, in addition to an increase in the maximum height. For further information refer to the Planning Justification Report.

f. Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes     No

If yes, provide a statement of these requirements:

Maximum height only.

g. Is the subject land within an area where zoning with conditions may apply?

Yes     No

If yes, explain how the application conforms to the Official Policies related to zoning with conditions:

N/A

h. Does the application propose to change the boundary of a settlement area or establish a new area of settlement?

Yes     No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement:

N/A

i. Does the application propose to remove land from an area of employment?

Yes      No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment:

N/A

**6. Proposed Use of Property**

a. Proposed use(s) of the subject land (check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (specify): Long Term Care Home uses which could include residential uses both medium and high density, in addition to staff housing.  
 Other (specify): \_\_\_\_\_

b. Are any buildings proposed to be constructed on the property?

Yes      No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m <sup>2</sup> )					

**7. Access and Servicing**

a. What type of access is proposed for the subject land?

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Provincial Highway                             | <input type="checkbox"/> Private Road |
| <input checked="" type="checkbox"/> Municipal Road, maintained all year | <input type="checkbox"/> Right-of-Way |
| <input type="checkbox"/> Municipal Road, maintained seasonally          | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Other (specify): _____                         |                                       |

i. If access to the subject land will be by water only, describe the docking and parking facilities to be used and the approximate distance to these facilities from the subject land and the nearest public road:

N/A
-----

b. What type of water supply is proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated individual well
- Privately owned and operated communal well
- Lake or other water body
- Water service not proposed
- Other (specify): \_\_\_\_\_

c. What type of sewage disposal is proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): \_\_\_\_\_

i. If the proposed amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report prepared by a qualified professional are required to be submitted:

- Title and date of servicing options report: \_\_\_\_\_
- Title and date of hydrogeological report: \_\_\_\_\_

d. What type of storm drainage is proposed for the subject land?

Storm sewer

Ditches

Swales

Other (specify): \_\_\_\_\_

### 8. Previous Applications

Has the subject land ever been the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Unknown

Official Plan Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent  Yes  No File No.: B-2023-07 Status: Approved

Site Plan Control  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minister's Zoning Order  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

### 9. Concurrent Applications

Is the subject land currently the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Official Plan Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Site Plan Control  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

### 10. Provincial Policies

a. Is the proposed zoning by-law amendment consistent with the policy statements issued under subsection 3(1) of the Planning Act?

Yes  No

i. If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act:

Refer to the Planning Justification Report.

b. Is the subject land within an area of land designated under any provincial plan or plans?

Yes     No

i. If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or plans:

Places to Grow Growth Plan for Northern Ontario, 2011. Provincial Policy Statement, 2020. For further information refer to the Planning Justification Report.

**11. Public Consultation Strategy**

Detail the proposed strategy for consulting with the public with respect to the application:

Follow Planning Act requirements

Other (please specify):

**12. Additional Studies or Information**

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

Planning Justification Report

Scoped Species at Risk Assessment

\_\_\_\_\_

\_\_\_\_\_

### 13. Sketch

The application shall be accompanied by a site plan showing the following information:

- The boundaries of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- The approximate location of all natural and artificial features (for example: buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks, etc.) that:
  - Are located on the subject land and on land that is adjacent to the subject land, and
  - In the applicant's opinion, may affect the application;
- The current uses of land that is adjacent to the subject land;
- The location, width, and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- If access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- The location and nature of any easement affecting the subject land.

**14. 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.

See Authorization Letter

I/We, \_\_\_\_\_ 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: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

**15. 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.

  
\_\_\_\_\_  
*Applicant Initial*

\_\_\_\_\_  
*Applicant Initial*

**16. 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.

  
\_\_\_\_\_  
*Applicant Initial*

\_\_\_\_\_  
*Applicant Initial*

**17. Declaration of Applicant**

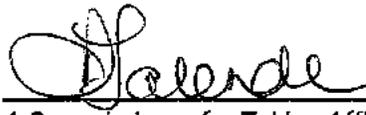
- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall 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, DAVID JARLETT. of the TOWN OF MIDLAND.  
in the COUNTY of SIMCOE. 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 Town of Midland  
in the County of Simcoe  
this 10 day of October, 2023

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits

Denise Michelle Lalonde, a Commissioner, etc.  
Province of Ontario, for  
HGR Graham Partners LLP  
Barristers and Solicitors  
Expires October 27, 2023



# Michalski Nielsen

ASSOCIATES LIMITED

February 28, 2023

Mr. Bob Campbell  
Construction Project Manager  
Jarlette Health Services  
711 Yonge Street  
Midland, Ontario L4R 2E1

**Re: Scoped Species at Risk Assessment, Expanded Footprint for Temiskaming Lodge Seniors Care Centre (Jarlette Health Services); Our File 5618**

Dear Mr. Campbell:

In 2019 Jarlette Health Services commenced its plans to build a Senior's Centre on an approximately 3.5 ha parcel of land at the southeast corner of Drive In Theatre Road and Grant Drive in the Municipality of Temiskaming Shores, a project which is now well into construction. The lands being severed in support of this use were then part of a much larger (47 ha) farm field. Michalski Nielsen Associates Limited was retained by Jarlette Health Services at that time to prepare a Scoped Species at Risk Assessment that was requested by the municipality, as part of the need to demonstrate that the project would meet the natural heritage requirements of the Provincial Policy Statement, Growth Plan for Northern Ontario and the *Endangered Species Act*. In this regard, while the lands then being proposed for conversion from agricultural to institutional were level, well-drained, and did not contain any drainage areas, wetlands, Areas of Natural and Scientific Interest, woodlands or other environmental features, they had been maintained in hay in the recent past, with hayfields potentially contributing to the habitat of two grassland nesting birds, Eastern Meadowlark and Bobolink, both of which are Threatened species receiving species and habitat protection under the *Endangered Species Act*. These grassland birds are most common in native grasslands, pastures and savannahs, but can also utilize a wide variety of other anthropogenic grassland habitats, including hayfields, weedy meadows, young orchards and herbaceous fencerows. To address this matter, our office prepared two reports, as follows.

1. **November 5, 2018 letter to Ms. Jennifer Pye, Planner for the Municipality of Temiskaming Shores, entitled Scoped Species at Risk Assessment.** This report acknowledged the past use of the lands in question as hayfields, based on a review of earlier aerial photography and from Google Street-view images (note that all of the then available imagery was somewhat dated). To address

16 Robert Boyer Lane, Bracebridge, Ontario P1L 1R9  
(705) 645-1413 www.mnal.ca E-mail: info@mnal.ca

this concern, we recommended that targeted surveys for these species be completed under appropriate conditions in the Spring/Summer of 2019. That said, we also noted that there was an as-of-right opportunity for a landowner to remove 30 ha or less of habitat that was being utilized by these species if they followed appropriate timing restrictions on the removal of such habitat, and if they registered the activity with the Province; the later process is described under Ontario Regulation 242/08, which provides species specific interpretation information on protection requirements under the *Endangered Species Act*, and requires a habitat management plan to replace the habitat being removed (usually by converting other agricultural lands within the same broader geographic area into hayfield); and

2. **August 12, 2019 letter to Mr. Bob Campbell of Jarlette Health Services, entitled Results of Bobolink and Meadowlark Survey.** This report noted that at the time of our first breeding bird survey having been conducted on this property in July of 2019, the agricultural lands to be removed for the Temiskaming Lodge Senior’s Care Centre, together with the remainder of the 47 ha agricultural parcel in which these were located, were entirely comprised of a field which had recently been ploughed and planted with crops. No Species at Risk Birds, including Bobolink and Eastern Meadowlark, were observed. On investigation of why these lands had been planted with a cash crop, we learned that the farmer had been unaware of our plans to undertake a breeding bird assessment and had simply made the choice to plant these fields with a cash crop in 2019, based on agricultural market conditions. Crop rotation is a regular part of ordinary farming practices and there are no requirements under the *Endangered Species Act* for a farmer who has hayfields to maintain them in that particular agricultural use. It was our conclusions that **this change in farming use had erased any potential for Bobolink and Meadowlark to use these lands, a use that would not re-establish unless these lands were returned to a hayfield and maintained in that use for a number of years.**

Informed in part by our two reports, the Municipality of Temiskaming Shores subsequently approved the application for Temiskaming Lodge Senior’s Care Centre.

Construction of the Temiskaming Shores Senior’s Care Centre is now well underway. As that facility is being completed, Jarlette Health Services has determined that it would be advantageous to develop an additional approximately 2.5 ha parcel to its immediate east, as shown in the first aerial photograph in **Appendix A**, for such ancillary purposes as staff housing and seniors apartments. Like the originally developed parcel of land that has been developed, these additional lands were part of the 47 ha agricultural field that was planted in hay in the past. As such, the Municipality of Temiskaming Shores has requested that a Scoped Species at Risk Assessment be completed to determine whether these lands might presently support protected grassland nesting birds, or have other ecological attributes, that could serve as a constraint to their development. In the pages following, I provide background information on Bobolink and Meadowlark and their habitat requirements, followed by our assessment of the lands in question. I note

that this assessment is based strictly on the previous field information we collected in 2019, together with a review of recent aerial photographic and site photographs that were available both on-line and through the applicant; in the present instance, **this information is sufficient to make proper conclusions without the need for further field investigations during the breeding season.**

### **Background Information on Bobolink and Meadowlark**

Bobolink was listed as Threatened by the Province of Ontario on September 30, 2010. Over 25% of the global Bobolink population breeds in Canada. Over the past 40 years, populations of the species have declined by 65%, largely due to habitat loss, disturbance and fragmentation. Exposure to pesticides and hunting of Bobolinks on their wintering grounds are also contributing to population declines (COSEWIC 2010). The main issue, however, is thought to be a change in farming practices to harvesting hay more frequently and earlier in the summer season, when Bobolinks are still nesting. According to the Migration Research Foundation (MNRFF 2010), 96% of eggs and nestlings are now destroyed as a result of early hay cropping.

Preferred breeding habitat for Bobolink in eastern North America is confined to open grasslands. Specifically, the Bobolink is a specialist of open upland meadows, particularly older (five to ten years) hay fields. It shuns floodable areas and areas with any appreciable shrub growth. It prefers extensive, open grassland, with some forbs, good thatch, but not necessarily dense vegetation of medium to moderately tall height (30 cm to >60 cm), generally avoiding either short or very tall grasses. It will sometimes use fallow or clover/alfalfa fields and even drier wetland meadows. It is considered to be area-sensitive, breeding in higher densities in larger fields. These areas (usually fields) are often more than 30 ha. The cumulative total of habitat in the surrounding area may also be an indicator of preferred habitat. The actual defended nest territory varies but is typically from 0.7 ha to 2 ha. The previously occurring hayfield in which both Temiskaming Lodge is now located, and the adjacent parcel now under consideration is located, earlier provided good nesting opportunities for this species.

Eastern Meadowlark was listed as Threatened by both COSSARO in 2009 and COSEWIC in 2007 due to declining populations.

The breeding habitat of Eastern Meadowlark consists of grasslands of moderate height, including hayfields and pastures, road sides, shrubby overgrown fields, alfalfa fields, weedy borders of croplands, and other open areas. Breeding habitat can also include fence posts, shrubs or small trees for the use of elevated song perches (MNRFF, 2016). The previously occurring hayfields in which both Temiskaming Lodge is now located, and the adjacent parcel now under consideration is located, earlier provided good nesting opportunities for this species.

### **Existing Site Conditions**

The subject lands were examined by our office in 2019, as they were immediately adjacent to the then proposed development and were part of the same contiguous field. A breeding bird survey which included these lands was completed on May 31, 2019 by a qualified biologist. The survey was conducted during peak breeding season, which for 2019 was between May 24 and July 10, and was completed in accordance with the principles of the *Ontario Breeding Bird Atlas Guide for Participants* (Bird Studies Canada, 2001). The survey began at 6:20 am to coincide with the dawn chorus. Weather conditions during the survey were 80% overcast, with 11 kilometers per hour (km/h) breezes, no precipitation and an ambient temperature of 1° Celsius (C). The survey was completed by wandering on foot through the lands being considered for the Temiskaming Lodge Senior’s Care Centre, and to a distance of approximately 200 metres east and south of it, the former including the lands now being considered for development. The surveyor recorded all bird species seen and heard within and flying over the survey area during the survey. The number, breeding evidence, and approximate location of each bird or bird group was also recorded.

**At the time of the breeding bird survey, the entirety of the 47 ha agricultural parcel in which both the current development and the new lands now under consideration for development are located was entirely comprised of a field which had recently been ploughed and planted with crops (Photograph 1).** Areas with minor pasture grass and herbaceous vegetation establishment were noted along the field edges.



**Photograph 1. Study area – now cropped agricultural field, May 31, 2019.**

A total of only eight bird species were documented in the study area, most of which are considered common, widespread and abundant in the province. One species, Savannah Sparrow (*Passerculus sandwichensis*) has an SRANK of S4, which is considered uncommon but not rare (MNRF, 2018). One of the species, Red-winged Blackbird (*Agelaius phoeniceus*) displayed probable breeding evidence as pairs were observed in suitable nesting habitat. All other bird species had possible breeding evidence as males were singing in suitable nesting habitat. No Species at Risk or area-sensitive species were observed in the study area. The full survey results are provided in **Appendix B**.

As noted, none of the recorded species are considered at-risk. Species at Risk grassland birds such as Bobolink and Eastern Meadowlark are most common in native grasslands, pastures and savannahs. They can also utilize a wide variety of other anthropogenic grassland habitats, including hayfields, weedy meadows, young orchards and herbaceous fencerows (COSSARO, 2010). The 2019 conditions comprising the majority of the subject property (and providing the greatest area for nest establishment) include actively cropped agricultural lands. Given the lack of tall, native grasses, these lands did not provide suitable nesting habitat for SAR grassland birds in 2019.

Based on further inquiries that we made in 2019, it appears that the individual farming these lands made the choice to plant these fields with a cash crop in 2019, based on agricultural market conditions. Crop rotation is a regular part of ordinary farming practices and there are no requirements under the *Endangered Species Act* for a farmer who has hayfields to maintain them in that particular agricultural use. **It was concluded in our 2019 report that these changes in farming use, which included the lands now being considered for development, had erased any potential for Bobolink and Meadowlark to use these lands, a use that would not re-establish unless these lands were returned to a hayfield and maintained in that use for a number of years.**

**Appendix A** includes additional imagery which is useful in examining recent land use practices in association with the lands now under consideration for development. These are described, in the order they appear, as follows:

- the MNRF mapping shows the site in the early spring of 2021, after having been cash cropped in 2020;
- the August 2019 imagery, taken from Google Earth Pro, shows the fields being cropped, consistent with our observations in late May of that year;
- the June 2021 imagery, also taken from Google Earth Pro, shows the fields which had been cropped in 2020, similar to the MNRF photography taken somewhat earlier that spring;
- the August 2021 imagery, also taken from Google Earth Pro, shows cropped fields, but is interesting in appearing to show the presence of some bales. However, there is no evidence that

these fields were in traditional hay; it is possible they were planted with a legume, like clover, which was then baled. Note the contrast between this field and the hayfields to the east; and

- the April 2022 imagery, provided by Jarlette Health Services, shows this field having been cropped and readied for cash cropping in this most recent agricultural year.

Although the presence of what appears to be bales in late 2021 is of note, it is clear that the lands in question have not been used as traditional hayfield since at least 2019. As was concluded in our 2019 report, this change in land use has erased any potential for Bobolink and Meadowlark to use these lands, and this use would not re-establish unless these lands were returned to a hayfield and maintained in that use for a number of years, which has clearly not occurred since 2019. This, together with the breeding bird information we did collect in 2019, which confirmed that Bobolink and Meadowlark were not present within this area (including on the lands now under consideration for development), provides sufficient demonstration that **Bobolink and Meadowlark habitat will not be negatively impacted by the proposed conversion of an additional approximately 2.5 ha of land, located immediately east of the current Temiskaming Lodge Senior’s Care Centre, from an agricultural to institutional use.**

It is additionally worth noting that the lands presently being considered for development have gentle grades and good drainage conditions. There are no watercourses, wetlands, Areas of Natural and Scientific Interest or other natural heritage features on or adjacent to this parcel. As such, there are no environmental features or functions which should prohibit this proposed land use conversion.

In closing, I trust this assessment is complete, but please do not hesitate to contact me should you have any questions.

Yours truly,

MICHALSKI NIELSEN ASSOCIATES LIMITED

Per:



Gord Nielsen, M.Sc.  
Ecologist  
President

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**APPENDIX A – BACKGROUND MAPPING AND  
SITE PHOTOGRAPHY**

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**Legend**

-  Assessment Parcel
- ANSI**
-  Earth Science Provincially Significant/sciences de la terre d'importance provinciale
-  Earth Science Regionally Significant/sciences de la terre d'importance régionale
-  Life Science Provincially Significant/sciences de la vie d'importance provinciale
-  Life Science Regionally Significant/sciences de la vie d'importance régionale
-  Conservation Reserve
-  Provincial Park
-  Natural Heritage System



Notes:



0.2                      0                      0.08                      0.2 Kilometres

Absence of a feature in the map does not mean they do not exist in this area.

This map should not be relied on as a precise indicator of routes or locations, nor as a guide to navigation. The Ontario Ministry of Natural Resources and Forestry (OMNRF) shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.

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Imagery Copyright Notices: DRAPE © Aéro-Photo (1961) Inc., 2008 - 2009  
GTA 2005 / SWOOP 2006 / Simcoe-Muskoka-Dufferin © FirstBase Solutions, 2005 / 2006 / 2008  
© King's Printer for Ontario, 2023



# Temiskaming Lodge - August 2019 imagery



Cade's Appliances Service

Marie-Jeanne's Unisex Salon

Dymond Community Hall

Crystal Crescent

Drive in Theatre Rd

Drive in Theatre Rd

Grant Dr

# Temiskaming Lodge - June 2021 imagery



Gate's Appliance Service

Marie-Jeanne's Unisex Salon

Dymond Community Hall

Crystal Crescent

Drive in Theatre Rd

Drive in Theatre Rd

Grant Dr

# Temiskaming Lodge - August 2021 imagery

Legend

Dymond Community Hall

Coetra St

Marie-Jeanne's Unisex Salon

Drive in Theatre Rd

Drive in Theatre Rd

Grant Dr

Wheels

Dave's Details

Google Earth

Image © 2023 CNES / Airbus

200 m



Temiskaming Lodge - April 2022 photo



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**APPENDIX B – BREEDING BIRD SURVEY  
RESULTS FROM MAY 31,  
2019**

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## Appendix B. Breeding Bird Survey Results from May 31, 2019

Common Name	Scientific Name	Status			Breeding Status	Locations		Observed on site visit
		COSEWIC	SARO	SRANK		Agricultural field	Flyovers and adjacent areas	31-May-19
Killdeer	<i>Charadrius vociferus</i>			S5	S	1	1	✓
Mallard	<i>Anas platyrhynchos</i>			S5	P		2	✓
American Robin	<i>Turdus migratorius</i>			S5	S		1	✓
Red-winged Blackbird	<i>Agelaius phoeniceus</i>			S4	P	2	2	✓
American Goldfinch	<i>Carduelis tristis</i>			S5	S		2	✓
Savannah Sparrow	<i>Passerculus sandwichensis</i>			S4	S	3		✓
Common Raven	<i>Corvus corax</i>			S5	X		1	✓

### Legend

COSEWIC - Committee for the Status on Endangered Wildlife in Canada (COSEWIC, 2018)

SARO – Species at Risk in Ontario (MNRF, 2018)

SRank – Provincial Rank (MNRF, 2018)

### Breeding Bird Code (Bird Studies Canada):

S – Singing male present

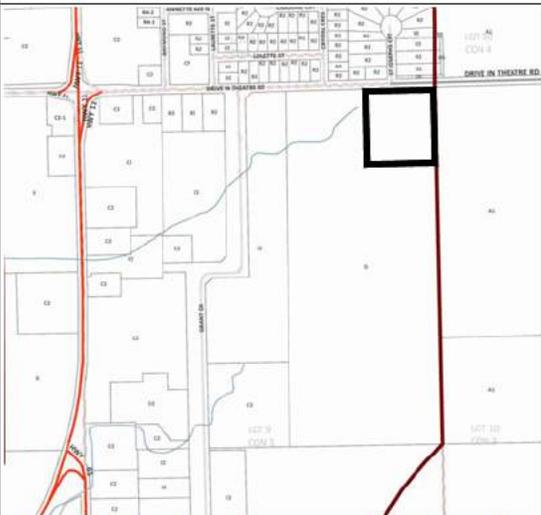
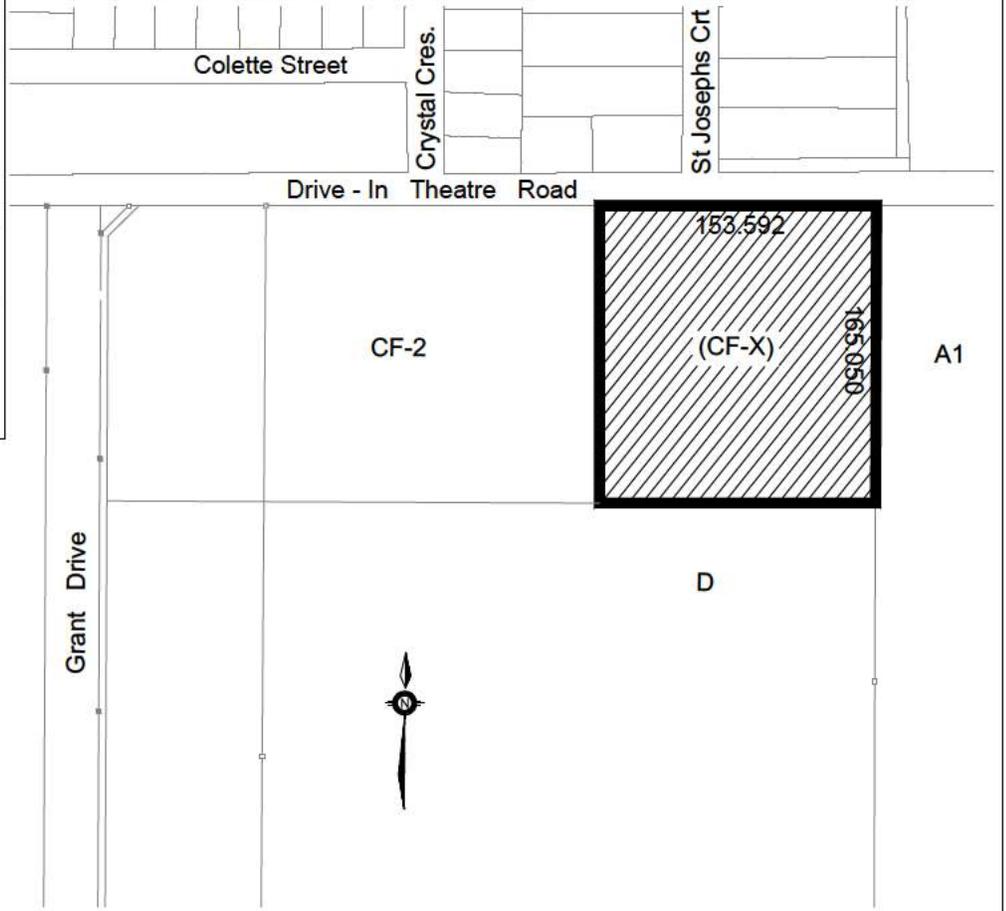
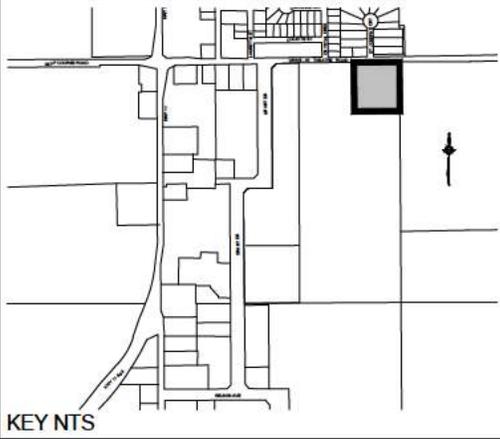
P – Pair in nesting season

X – Observed

# Schedule 'A'

## Proposed Zoning By-Law Amendment

Part of Lot 9 Concession 3,  
Geographic Township of Dymond  
City of Temiskaming Shores, District of Timiskaming  
2023



R1	Rural Residential	A1	Prime Agriculture
R2	Low Density Residential	RU	Rural
R3	Medium Density Residential	SA	Settlement Areas
R4	High Density Residential	TC	Town Centre
MH	Mobile Home Residential	CF	Community Facility
D	Development	OS	Open Space Recreation
C1	General Commercial		
C2	Highway Commercial		
C3	Neighbourhood Commercial		
C4	Tourist Commercial		
MUA	Mixed Use-A		
M1	General Industrial		
M2	Manufacturing Industrial		
M3	Mineral Aggregate Resource		
M4	Waste Management		
EP	Environmental Protection		
MHC	Mining Hazard Constraint		
CLF	Closed Land Fill		
			Watercourses
			Railway
			<b>OVERLAY ZONES</b>
			Floodplain
			Influence Areas

- Lands Subject To Zoning By-law Amendment
- Lands to be Zoned Community Facilities Exception (CF-X)



## **PEDERSEN MATERIALS LTD.**

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

April 17, 2023

City of Temiskaming Shores  
325 Farr Dr.  
Haileybury, ON P0J 1K0

**Re: Part of North Half of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores. (Lot at the corner of Drive-In Theater Road and Grant Drive)**

To Whom it may concern.

Pedersen Materials Ltd. Are the owners of the above identified property. We authorize Bob Campbell, Construction Project Manager, Jarlette Health Services (Operators of Temiskaming Lodge, division of Jarlette Ltd.) to act as our agent in submission of planning and building applications associated with the proposed Long Term care and Seniors development on these Lands.

Karl Pedersen, President  
Pedersen Materials Ltd.  
177246 Bedard Rd.  
New Liskeard, ON P0J 1P0



## Application for Zoning By-law Amendment

### Notice of Complete Application And Notice of Statutory Public Hearing

REVISED

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the City of Temiskaming Shores Zoning By-law:

**File #:** ZBA-2023-02  
**Owner:** Pedersen Materials Ltd.  
**Applicant:** Temiskaming Lodge  
**Property:** East of 144 Drive In Theatre Road

**A public meeting** will be held to consider the minor variance application:

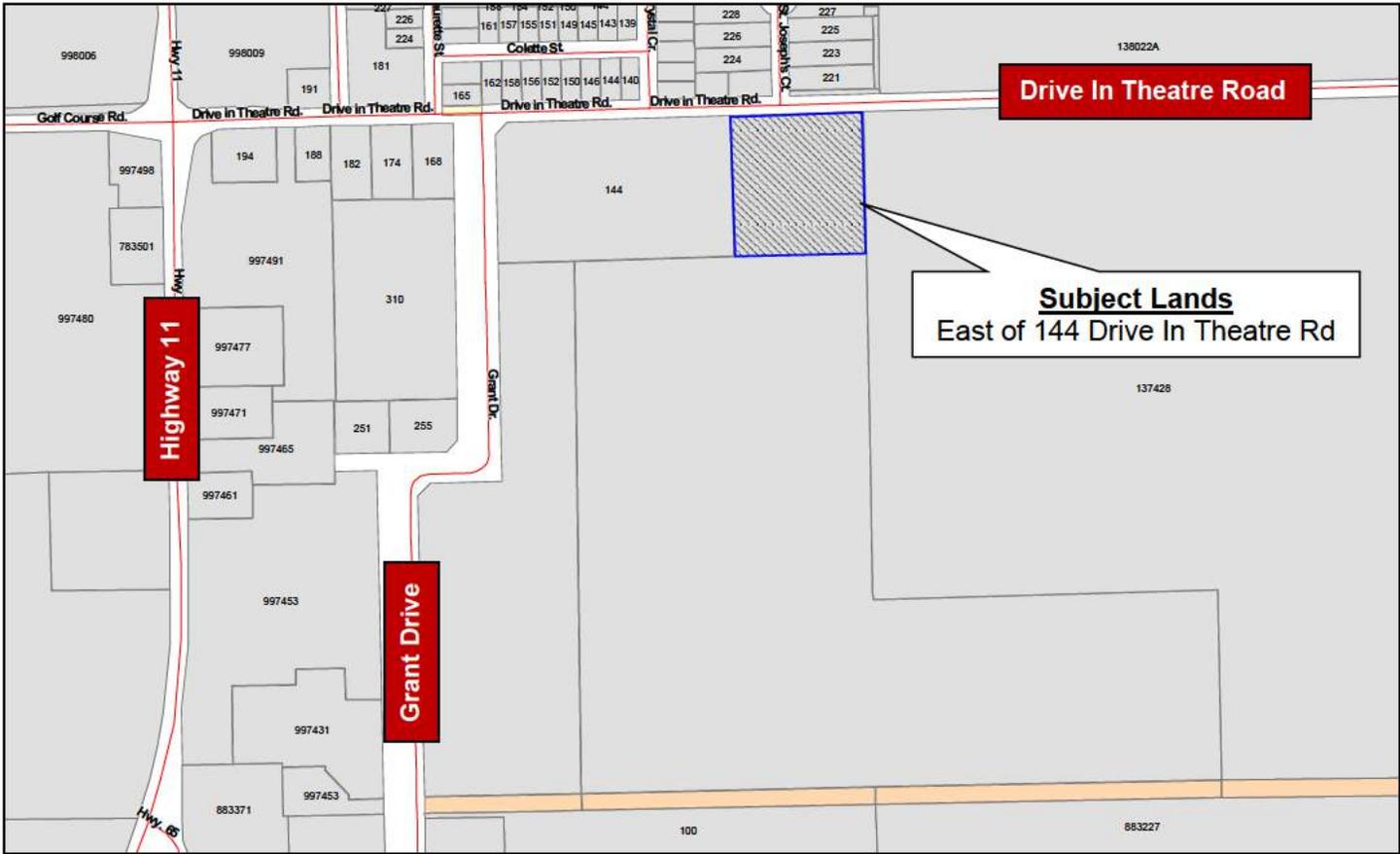
**Date:** Tuesday, November 7, 2023  
**Time:** 3:00 p.m.  
**Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury  
Please contact the undersigned for alternative participation options

**The applicant is proposing to rezone the subject land from Development (D) to Community Facilities with an Exception (CF-#)** to allow the future expansion of the Temiskaming Lodge currently under construction on the property to the west (144 Drive In Theatre Road). The site-specific exception is proposed to include additional permitted uses (including residential uses) and to increase the maximum permitted height to 16 metres.

This property was also subject to Consent Application B-2023-07, which was conditionally approved by the Committee of Adjustment on September 27, 2023.

The property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.

**Key Map**



For more information about this matter, including information about appeal rights, contact the undersigned.

Dated this 18<sup>th</sup> day of October, 2023.

Jennifer Pye, MCIP, RPP  
Planner  
City of Temiskaming Shores  
325 Farr Drive, PO Box 2050  
Haileybury, ON P0J 1K0  
Tel: 705-672-3363 ext. 4105  
jpye@temiskamingshores.ca

# Memo

**To:** Mayor and Council  
**From:** Steve Langford, Fire Chief  
**Date:** November 21, 2023  
**Subject:** 2023 Community Emergency Preparedness Grant Application  
**Attachments:** Appendix 1 – Community Emergency Preparedness Grant Application

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Mayor and Council:

On October 27, 2023 the Government of Ontario announced a \$5M grant to communities across the province to assist in addressing challenges associated with resources and equipment needed to prepare for natural disasters and emergencies.

Subsequently, the Emergency Management Ontario office provided notification that the City of Temiskaming Shores is eligible to receive up to \$50,000 as part of the grant program.

Please find attached for information purposes a copy of our 2023 Community Emergency Preparedness Grant Application (**Appendix 01**), to apply for the purchase of portable radios, and an enclosed trailer for the purpose of transporting equipment. Applications close on November 30, 2023.

The Community Emergency Preparedness Grant Application outlines how the Temiskaming Shores Fire Department plans to allocate the funding. If the application is approved, the project could receive up to \$50,000 through the program, with a financial commitment of up to \$1,277.21 from the City of Temiskaming Shores.

It is recommended that Council directs staff to submit an application to the Community Emergency Preparedness Grant in the amount of \$50,000, to apply for the purchase of portable radios, and an enclosed trailer for the purpose of transporting equipment.

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

Amy Vickery  
City Manager

**Community Emergency Preparedness Grant (CEPG)  
2023-24**

Saved: 11/17/2023 13:48

Expand

Validate

<b>Instructions</b>	<b>A - Applicant Information</b>	<b>B - Payment Information</b>
<b>C - Contact Information</b>	<b>D - Emergency Type</b>	<b>E - Project Information</b>
<b>F - Performance Evaluation</b>	<b>G - Budget</b>	<b>H - Reports</b>
<b>I - Terms and Conditions</b>	<b>J - Declaration / Signing</b>	

**Instructions**

Before filling out the application, review the entire **Community Emergency Preparedness Grant Program Guidelines** in full. It may be useful to print a copy to refer to while completing the application.

**Required Information when Completing the Application**

Your application must be complete and meet the program's eligibility requirements to be considered for funding by the ministry.

Ensure you have attached all necessary supporting materials electronically and in a format that is compatible with Transfer Payment Ontario (PDF, Excel).

Your application will be considered incomplete and will not be assessed if the following mandatory documents are not provided as instructed as part of your Application Form, by the **submission deadline of November 30, 2023, 5pm Eastern Standard Time.**

**Mandatory Supporting Documents**

- Organization's Approval Authority Framework – document identifying the organization's governance structure of decision-making body or person with the required authority to approve and commit to a contract

**Eligibility Requirements**

- Each organization can only submit one application
- Organizations must be a legal entity, have governance structures and accountability processes to administer and manage public funds, have an Ontario bank account and use funds for activities taking place in Ontario and benefitting Ontarians
- Funded projects must align to the Potential Provincial Emergency Events listing (see Appendix A in the Guidelines document)

**Eligible Applicants**

- Must have an emergency preparedness mandate
- Municipalities with a population under 100,000 as per Statistics Canada data from 2021
  - Note: The combined funding for an upper tier and all of its lower tier municipalities may be limited
  - See Appendix C in the Guidelines for list of eligible municipalities
- Local Services Boards
- First Nations communities, Indigenous organizations, including Tribal Councils, and other Indigenous service organizations that support Emergency Management programming in First Nation communities
- Non-Government Organizations (NGO)

**Ineligible Applicants**

- Organizations and NGOs without an emergency preparedness mandate
- Individuals
- Crown corporations
  - Federal/provincial/municipal agencies
  - Universities, colleges, schools, and hospitals
- Municipalities with a population of 100,000 and over as per Statistics Canada 2021

**Additional Information**

Mandatory fields are indicated by \*. Answer each question fully or indicate "not applicable" if the question is not relevant or does not apply to your project. Answers may vary in length depending on the nature of your project or program.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your project addresses the grant program priorities.

Applications will be assessed based on the information provided by the applicant within the completed application forms and on their ability to achieve the objectives of the program. All applications will be reviewed; only complete and eligible applications will be considered. Additional/ follow-up questions may be asked to complete the application.

The ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any project or program for which an application is submitted. The decision to fund all or part of an applicant request will depend on alignment with the program priorities, application assessment criteria and the overall demand for funds for the program.

Grants awarded under the Community Emergency Preparedness Grant Program are governed by an agreement between applicants and the Province. General terms and conditions are provided in Section I below. Please read Section I carefully as you must agree to all terms and conditions in order to be awarded a grant.

If the application you submit is accepted by the Province, you will receive an Approval Letter awarding a grant for your Project. After submitting an application, the Province may notify you of proposed amendments to the information you provide in this Application Form. If you accept any such amendments, you must then resubmit the Application Form incorporating all amendments proposed by the Province in order to receive an Approval Letter and be awarded a grant. Amendments proposed by applicants will not be considered.

### **Technical Considerations**

You can save your work on the application and return to it later in the TPON system; however, we strongly recommend that you download and save your application to your computer as a backup.

**WARNING: Do not cut and paste the text into the application form. You must type your responses directly into the form in order to avoid technical issues later when you upload your form to the TPON system.**

The TPON system will not allow you to submit your application until you upload the required attachments and **validate** your application. Your application must be in the required PDF format.

**IMPORTANT:** Please contact **Transfer Payment Ontario** if you haven't received a notification within 24 hours of submitting your application. **Your application is not considered submitted until you have been notified by the Transfer Payment Ontario (TPON) system by email.**

Monday to Friday, 8:30 a.m. to 5:00 p.m. Eastern time, excluding holidays.

Toll-free: 1-855-216-3090

TTY: 416-325-3408

Toll-free TTY: 1-800-268-7095

For questions regarding the Program requirements or eligibility, please contact: [emocommunitygrants@ontario.ca](mailto:emocommunitygrants@ontario.ca)

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## **A - Applicant Information**

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This section requires that you submit new, additional information and verify general information about your organization that was already submitted during the Transfer Payment Ontario (TPON) enrolment process. In order to update your TPON account information, you will need to access the [Transfer Payment Ontario](#) system to make the changes.

For more information, please visit the [Get Help](#) section on the [Ontario.ca](#) website.

Name: <a href="#">The City of Temiskaming Shores</a>	Legal Name: <a href="#">THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</a>
---	--

1. Type of Legal Entity: \*

[Municipality](#)

2. Does your organization have a mandate to provide emergency management support aligned with the project being proposed? [Yes](#)  
(Y/N) \*

3. Do you have a clear emergency preparedness and response component to your mandate? Please provide direct examples.  
(maximum 2000 characters) \*

[City of Temiskaming Shores is committed to responding to and preparing for emergencies to protect the health, safety and welfare, environment and economic health of residents, businesses and visitors of the City of Temiskaming Shores when faced with an emergency](#)

situation. This project aligns with our mandate and will allow the City to be able to effectively distribute various equipment and communications in a timely and efficient manner.

## B - Payment Information

Should your application be successful, this information will be used to make payments.

**New Applicants:** All new applicants must complete and send the Electronic Funds Transfer form to OPS Service Centre for their banking information to be setup. Please ensure you click the **“Submit”** button at the bottom of the form to send it to OPS Service Centre.

**Existing Applicants:** If you have completed and submitted an Electronic Funds Transfer to OPS Service Centre, please ensure your banking and business information is up-to-date for direct deposit payments and notifications.

For assistance, please call the **OPS Service Centre** Contact Centre at 416-915-7772 or toll-free at 1-888-996-7772.

### Payment Address

Payment Organization Name (maximum 100 characters) \*

City of Temiskaming Shores

Street Address 1 \*

325 Farr Drive

Street Address 2

City/Town \*

Haileybury

Province

ON

Postal Code \*

P0J1K0

Method of Payment \*

Electronic Fund Transfer

**Please ensure that you are registered with the Province to receive Direct Deposit Payments.**

[Register here.](#) (Learn more about [Doing Business with the Government Ontario.](#))

## C - Contact Information

Provide contacts for this application. Provide at least **one contact** with the **Applicant** role and one contact with **Signing Authority**. The same individual may assume both positions. If more than one contact is provided, please indicate the Primary contact.

**Applicant (Primary Contact):** The person who will serve as the main contact for the project and receive email notifications regarding case submission, reports due, and payments.

**Finance Contact:** 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.

**Signing Authority:** The person in your organization authorized to sign forms will be prompted to digitally sign this form in Section J.

**IMPORTANT: Please ensure that your designated signing authority is registered in the [Transfer Payment Ontario TPON System](#) as an Organization User so that they can access, review, and approve the contract electronically in TPON.**

			Remove
Salutation: Ms.	First Name: * Stephanie	Last Name: * Leveille	
Primary: <input type="checkbox"/>	Role: * Finance Contact	Email Address: * sleveille@temiskamingshores.ca	
Title: * Municipal Treasurer	Department: Corporate Services	Phone Number (Work): * (705) 672-3363 x4121	
Phone Number (Mobile):	Signing Authority <input checked="" type="checkbox"/>		
			Add
Salutation: Mr.	First Name: * Steve	Last Name: * Langford	Remove

Primary: <input checked="" type="checkbox"/>	Role: * Applicant	Email Address: * slangford@temiskamingshores.ca
Title: * Fire Chief	Department: Fire Services	Phone Number (Work): * (705) 672-3363 x4702
Phone Number (Mobile):	Signing Authority <input checked="" type="checkbox"/>	

### D - Emergency Type

Please identify what **emergency type(s)** as per the Potential Provincial Emergency Events listing (see Appendix A in Guidelines document) the project is addressing. Select all that apply.

<b>Agriculture and Food</b>		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Environmental</b>		
Earthquake		<input type="checkbox"/> -
Flood		<input type="checkbox"/> -
Extreme Heat		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Extraterrestrial</b>		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Hazardous Materials</b>		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Health</b>		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Public Safety</b>		
Cyber Attack		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Structural</b>		
Fire Explosion		<input type="checkbox"/> -
Structural Failure		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Supply and Distribution</b>		
Communications Failure		<input type="checkbox"/> - <input type="checkbox"/> +
<b>Transportation</b>		<input type="checkbox"/> - <input type="checkbox"/> +

### E - Project Information

Please complete as many of the following questions as you can, noting mandatory fields (\*). Responses will be assessed and scored to determine the merit of the proposed Project.

**Note, if your application is accepted, the Project as described by the information you provide in this section, including estimated project timelines, will be considered the Project as defined in the terms and conditions in section I below.**

**Project Description**

1. Please provide a **description of your organization's emergency preparedness project**, what emergency need it is addressing (e.g., flood as per the emergency listing provided) and how the project meets the need.  
• The description must include the equipment, supplies, training or activities required that will increase community resiliency and preparedness, and/or community volunteerism for emergency preparedness, and outline sustainability for the project.  
(maximum 2000 characters) \*

Brief overview of the project is to purchase a 20ft enclosed trailer to allow for storage, transportation and efficient deployment of emergency equipment. This includes, but not limited to existing forestry gear for forest fire events. The trailer will also house shovels, portable communications equipment, safety equipment for flooding, earthquake and structural failure responses as well as a Difficult Access and Remote Access Vehicle. In addition, with the rise in Internet and phone line failures, the City of Temiskaming Shores has also included 12 portable Motorola radios for effective communication in the event of a cyber attack or cell network outage.

2. How often has this **type of emergency** occurred in your community? \* Every 2-3 years

**Sustainability**

3. Briefly describe how you will maintain the supplies, equipment, or services beyond the timeframe of the grant funding (based on manufacturer's guidance).

(maximum 1000 characters) \*

The new enclosed trailer will be incorporated into our fleet replacement and maintenance plan and will be included in semi annual inspections. The equipment inside the trailer will be moved from it's current location to inside the unit but will maintain month inspections. 12 Radios will be added to the IT & Fire Department monthly communication checks to ensure they are up to date, operational and always ready for service.

**Collaboration**

4. Will you collaborate with other organizations to deliver? If so, please indicate the collaborating organization and describe the relationship.  
(maximum 1000 characters) \*

City of Temiskaming Shores & our emergency services have great working relationships within the municipal boundaries and extended outside to the District of Timiskaming. We will continue to assist and respond to emergencies around the District. Formal agreements in place with Township of Casey, Coleman, Harris, Hudson & Harley. As well as town of Cobalt, Armstrong, Temagami, Latchford.

**Estimated Project Timelines**

Project Timelines: Assume a no earlier than **February 15, 2024** start date. Project completion must be **before July 31, 2024**.

**Project Start Date** (mm/dd/yyyy) \*

02/15/2024

**Project Completion Date** (mm/dd/yyyy) \*

04/30/2024

**Geographic Locations**

Select your sector \*

Killarney



**Geographic Locations**

Municipality

Temiskaming Shores, City Of



**F - Performance Evaluation**

**Expected Outcomes**

The outcomes of the proposed project should identify how the purchases, products and/or activities will increase community resiliency and/or community volunteerism for emergency preparedness.

1. What outcomes are applicable to the project proposed: \*

Both A and B

2. Describe how the key performance indicators (KPI) will be measured.

e.g., demonstrate number of chain saws purchased; take attendance at training sessions; collect the names of new volunteers.

(maximum 2000 characters) \*

KPI will be measured by fulfilling the purchase requirements listed in the project. 12x radios and 1 enclosed trailer ready for deployment, training and practice use scenarios to get volunteers comfortable and effectively communicate with two-way radios. Lesson plans and sign-offs will be developed.

**Performance Measures**

For each of the Key Performance Indicators (KPIs) that you have selected below:  
 Provide the target (i.e. goal) values and anticipated results for the first one Key Performance Measures below.  
 The values must be accurate, realistic and achievable based on your organization's capacity.  
 For the KPIs that do not apply to your project, enter '0' in the **Target** column.

**Performance Indicators - You must provide the target numbers and the anticipated outcome for Indicator 1 (MANDATORY)**

No.	KPI	Description/Calculation	Target (Output) *	Baseline
<i>Example</i>	<i>Increase number of people trained for emergency preparedness as a result of this project</i>	<i>Number of people trained</i>	<i>100</i>	<i>0</i>
1	Increasing emergency preparedness in this community as a result of this project	Rate of emergency preparedness increase in this community as a result of this project (scale: 1 (not prepared), 2 (minimally prepared), 3 (partially prepared), 4 (mostly prepared), 5 (fully prepared))	4	2
2	Increase number of volunteers in the community as a result of this project	Number of volunteers recruited for the organization/project	80	60
3	Increase number of people trained for emergency preparedness as a result of this project	Number of people trained	25	5

**G - Budget**

Provide an overall budget describing Project costs by completing the table below.

Note, if your application is accepted, the Budget as described in this section will be considered the Budget as defined in the terms and conditions in section I below.

**Financials**

Please refer to the Guidelines for descriptions of Eligible Expenditures.

- Application must include a budget with the breakdown of eligible expenses and itemize the specific supplies.
- Identify **any other funding sources**, including amount, and/or in-kind contributions related to this project.
- Funding request can be from **\$5,000 to a maximum of \$50,000**.
- **Administration cost** cannot exceed **10% of the total project budget**.
- For each applicable expense category, list out the item(s) and quantity to be purchased, provide assumptions for how the cost was estimated, provide the planned spending amount total for the expense category.

**Note:** The Items field has a limit of 250 characters, if this is exceeded, enter the expense information in an "Other" expense category row, indicating which Expense Category the items apply to in the Items column.

- Any proposed travel, meals and hospitality expenses must comply with the [OPS Travel, Meals and Hospitality Expense Directive](#).
- Requested funds cannot be a duplication of expenses paid by another government program.

If your application is approved, the Province may, in its sole discretion, provide funding:

- in one instalment of 100% of the funding amount approved; or
- in two instalments that together total 100% of the funding amount approved.

Expense Category	Items	Assumptions	Planned Spending
Example: Operating Equipment	List out the items (e.g. 5 smoke detectors/fire extinguishers, 20 hard hats, 20 flashlights) (250 character limitation)	Provide how the cost was estimated (e.g. 5 smoke detectors prices based on previous invoices from January 2023. Hard hats and flashlights based on estimates from Home Depot's retail site as of August 2, 2023)	\$2500
Supplies			
Capital Equipment	1 Enclosed Trailer, 12 Portable Radios, Charging Bank for Radios & Accessories	Quotes obtained for Enclosed Trailer, Portable Radios and accessories were based on estimates from similar purchase in July 2023.	\$51,277.21

Operating Equipment			
Services			
Training			
Administration Costs			
Other			
Total Funding Request			\$51,277.21
<b>In-Kind Contributions</b>			
Other			
Other			
Total Project Expenses			\$51,277.21

**H - Reports**

All recipients of grant funding will be required to report back to the Province in accordance with the terms and conditions below.

Report back requirements include, but are not limited to, providing documentation on the following:

1. Attestation of outcomes - confirm outcomes are met as described in submitted application.
2. Expense summary - actual expense against proposed budget from submitted application. Identify any over or underspending.
3. Performance measure results. - provide actual results.
4. Emergency preparedness project summary - demonstrate how the project has increased emergency preparedness for your organization and/or community.
5. Any testimonial (optional).
6. Survey (optional).

Failure to meet any reporting requirements may impact an organization's ability to receive holdback funding and future funding in any future iterations of the Program.

A post-program quality assurance process may be conducted on approved projects.

**I - Terms and Conditions**

The Community Emergency Preparedness Grant Program grants awarded by His Majesty the King in right of Ontario as represented by the President of the Treasury Board (the "Province") are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form.

By signing this Application Form and submitting it to the Province, the Applicant is agreeing to be bound by these particular terms and conditions, if the Province awards the Applicant a grant.

After the Applicant submits an Application Form, the Province may notify the Applicant to propose amendments to the information provided above by the Applicant within the Application Form. If the Applicant agrees to the amendments proposed by the Province, the Applicant must

resubmit the Application Form incorporating the proposed amendments through the TPON system in order to be awarded a grant.

The Province may also propose amendments to these general terms or conditions or propose other terms and conditions of the Agreement in addition to those below. These additional terms and conditions will be contained in the Approval Letter or Subsequent Correspondence that the Province will send to the Applicant for signature. If the Applicant agrees to the additional terms and conditions, the Applicant must sign a copy of the correspondence and return the correspondence to the Province.

Please note that the Province will not provide any grant funds to the Applicant unless:

- a. the Applicant agrees to be bound by all of the terms and conditions of the Agreement; and
- b. the Province approves the grant in an Approval Letter.

## **1.0 INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**1.2 Definitions. In the Agreement, the following terms will have the following meanings:**

**"Agreement"** means the Application Guidelines, the Application Form including these general terms and conditions, the Approval Letter, and any additional terms and conditions which may be agreed to by the Parties or imposed by the Province in Subsequent Correspondence.

**"Applicant"** means the entity that has submitted the Application Form to the Province for Funds under the Program.

**"Application Form"** means the Community Emergency Preparedness Grant (CEPG) 2023-24 Application Form, including any amendments proposed by the Province, and including all required supporting documentation, submitted by the Applicant for funding under the Program, and includes all information contained therein.

**"Application Guidelines"** means the guidelines applicable to applications made to the Community Emergency Preparedness Grant Program.

**"Approval Letter"** means the letter from the Province to the Applicant announcing the award of a grant to the Applicant under the Program.

**"Budget"** means the budget submitted by the Applicant in the Application Form, unless the Province provides Subsequent Correspondence containing a budget, in which case "Budget" means the budget contained in the Subsequent Correspondence.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Completion Date"** means the Project completion date set out in the Application Form or as otherwise specified in the Approval Letter.

**"Effective Date"** means the date of the Approval Letter.

**"Event of Default"** has the meaning ascribed to it in section 14.1.

**"Expiry Date"** means the date which is 90 days after the Completion Date.

**"Funding Year"** means:

- a. in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- b. in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees and employees.

**"Loss"** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**"Maximum Funds"** means the maximum Funds as stated in the Approval Letter.

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 14.3(b), and

includes any such period or periods of time by which the Province extends that time in accordance with section 14.4.

“**Parties**” means the Province and the Recipient.

“**Party**” means either the Province or the Recipient.

“**Proceeding**” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“**Program**” means the Community Emergency Preparedness Grant Program.

“**Project**” means the project described by the Applicant in the Application Form, unless the Province describes the project in the Approval Letter or in any Subsequent Correspondence, in which case “Project” means the project described in the Approval Letter or the Subsequent Correspondence.

“**Recipient**” means the Applicant who has been awarded a grant under the Program.

“**Reports**” means the reports described in Article 9.0.

“**Subsequent Correspondence**” means any correspondence relating to the Funds, the Project, the Budget, and/or the Reports that the Province sends to the Recipient subsequent to the submission of the Application Form by the Applicant.

## **2.0 ENTIRE AGREEMENT**

2.1 The Agreement 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.

## **3.0 ACKNOWLEDGEMENT**

### **3.1 The Recipient acknowledges that:**

- a. by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- b. His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- c. 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);
- d. the Province is not responsible for carrying out the Project;
- e. 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; and
- f. the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to
  - i. an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - ii. the payment having been charged to an appropriation for a previous fiscal year.

## **4.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **4.1 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, and will continue to have, the experience and expertise necessary to carry out the Project;
- c. 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
- d. 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.

### **4.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

4.3 **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;
- f. procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- g. procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- h. procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

4.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article 4.0.

## 5.0 TERM OF THE AGREEMENT

5.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 13.0, Article 14.0, or Article 15.0.

## 6.0 FUNDS AND CARRYING OUT THE PROJECT

6.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in instalments as specified in the Approval Letter or Subsequent Correspondence; 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.

6.2 **Limitation on Payment of Funds.** Despite section 6.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.2;

6.3 **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.

6.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

6.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalment of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

6.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive or is eligible to receive, a rebate, credit, or refund.

## 7.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

7.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

## 8.0 CONFLICT OF INTEREST

8.1 **No Conflict of Interest.** For the purposes of Article 8.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**8.2 Conflict of Interest Includes.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- a. the Recipient:
  - i. provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - ii. requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- b. the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- c. the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **9.0 REPORTS, ACCOUNTING, AND REVIEW**

**9.1 Province Includes.** For the purposes of sections 9.4, 9.5 and 9.6, "Province" includes any auditor or representative the Province may identify.

**9.2 Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address referred to in section 18.1 all Reports in accordance with the timelines and content requirements as specified by the Province in the Application Guidelines, Application Form, Subsequent Correspondence and/or the Approval Letter;
- b. ensure that all Reports are:
  - i. completed to the satisfaction of the Province; and
  - ii. signed by an authorized signing officer of the Recipient.

**9.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- a. all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

**9.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- a. the truth of any of the Recipient's representations and warranties;
- b. the progress of the Project;
- c. the Recipient's allocation and expenditure of the Funds.

**9.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- a. inspect and copy any records and documents referred to in section 9.3;
- b. remove any copies the Province makes pursuant to section 9.5(a).

**9.6 Cooperation.** To assist the Province in respect of its rights provided for in section, the Recipient will cooperate with the Province by:

- a. ensuring that the Province has access to the records and documents wherever they are located;
- b. assisting the Province to copy records and documents;
- c. providing to the Province, in the form the Province specifies, any information the Province identifies; and
- d. carrying out any other activities the Province requests.

**9.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**9.8 Auditor General.** The Province's rights under Article 9.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **10.0 COMMUNICATIONS REQUIREMENTS**

**10.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related

publications, whether written, oral, or visual:

- a. acknowledge the support of the Province for the Project; and
- b. ensure that any acknowledgement is in a form and manner as the Province directs; and
- c. indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## 11.0 INDEMNITY

**11.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## 12.0 INSURANCE

**12.1 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 two million dollars (\$2,000,000) 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. at least 30-days' written notice of cancellation.

**12.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## 13.0 TERMINATION ON NOTICE

**13.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**13.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
  - (ii) subject to section 6.1(a), provide Funds to the Recipient to cover such costs.

## 14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**14.1 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 Reports in accordance with section 9.1;
- (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.

**14.2 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;
- i. demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- j. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**14.3 Opportunity to Remedy.** If, pursuant to section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give

**Notice to the Recipient of:**

- a. the particulars of the Event of Default; and
- b. the Notice Period.

**14.4 Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- a. the Recipient does not remedy the Event of Default within the Notice Period;
- b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**14.5 When Termination Effective.** Termination under Article 14.0 will take effect as provided for in the Notice.

**15.0 FUNDS AT THE END OF A FUNDING YEAR**

**15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14.0, if, by the end of a Funding Year, 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 payment of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

**16.0 FUNDS UPON EXPIRY**

**16.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

**17.0 DEBT DUE AND PAYMENT**

**17.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Funds from any further instalments of Funds; or
- b. demand that the Recipient pay to the Province an amount equal to the excess Funds.

**17.2 Debt Due.** If, pursuant to the Agreement:

- a. The province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- b. the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment, such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

**17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

**17.4 Payment of Money to the Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in section 18.1.

**17.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **18 NOTICE**

**18.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, courier, or fax, and will be addressed to the Province and the Recipient respectively as provided for below, or as either Party later designates to the other by Notice:

### **To the Province:**

Attention: Senior Manager

Address: 25 Morton Shulman Avenue, Toronto, ON, M3M 0B1

Email: emocommunitygrants@ontario.ca

### **To the Recipient:**

The Recipient's mailing address, email address and fax number as set out in the Application Form, or as the Recipient later designates to the Province by Notice.

### **18.2 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 fax, one Business Day after the Notice is delivered; and
- c. in the case of email, personal delivery, or courier on the date on which the Notice is delivered.

### **18.3. Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:**

- a. Notice by postage-prepaid mail will not be deemed to be given; and
- b. The Party giving Notice will give Notice by email, personal delivery, courier, or fax.

## **19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**19.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- a. it will do so by Notice;
- b. it may attach any terms and conditions to the consent; and
- c. the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **20.0 SEVERABILITY OF PROVISIONS**

**20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **21.0 WAIVER**

**21.1 Condonation not a waiver.** Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**21.2 Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **22.0 INDEPENDENT PARTIES**

**22.1 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.

## **23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the

Agreement.

**23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- a. the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- b. the successors to His Majesty the King in the right of Ontario.

## **24.0 GOVERNING LAW**

**24.1 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.

## **25.0 FURTHER ASSURANCES**

**25.1 Agreement into Effect.** The Recipient will:

- a. provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- b. do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **26.0 JOINT AND SEVERAL LIABILITY**

**26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **27.0 RIGHTS AND REMEDIES CUMULATIVE**

**27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**28.1 Other Agreements.** If the Recipient:

- a. has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His 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.

## **29.0 SURVIVAL**

**29.1 Survival.** The following 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: Article 1.0 and any other applicable definitions, Article 2.0, Article 3.0, section 4.1(a), section 6.5, section 9.1, section 9.2 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, Article 10.0, Article 11.0, section 13.2, sections 14.1, 14.2(d), (e), (f), (g), (h), (i) and (j), Article 15.0, Article 16.0, Article 17.0, Article 18.0, Article 20.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0, and Article 29.0.

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## **J - Declaration / Signing**

The Applicant hereby certifies as follows:

1. the Applicant agrees to the terms and conditions included in section I;
2. the Applicant has read and understands the information contained in the Application Form and Application Guidelines;
3. the information provided in this application and the accompanying attachments is true, correct and complete in every respect;
4. the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
5. the Applicant understands that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information that may be made available to the public;
6. the Applicant understands that any funding commitment will be provided by way of an approval letter signed by senior government official and, pursuant to the terms and conditions included in section I, will be subject to any conditions included in such a letter; and

7. the Applicant understands that, pursuant to the terms and conditions:

(a) it will be expected 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, including the *Accessibility for Ontarians with Disabilities Act, 2005* (Ontario) and the *Human Rights Code* (Ontario); and

(b) the information contained in this application or submitted to the Province in connection with the Program may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Ontario).

I am an authorized signing officer for the Applicant.

---

**Applicant**

Ms. Stephanie Leveille  
Municipal Treasurer  
(w): (705) 672-3363 x4121  
Email: sleveille@temiskamingshores.ca

Sign Document

Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

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**Applicant**

Mr. Steve Langford  
Fire Chief  
(w): (705) 672-3363 x4702  
Email: slangford@temiskamingshores.ca

Sign Document

Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

**IMPORTANT REMINDER:** Please contact [Transfer Payment Ontario](#) if you haven't received notification within 24 hours of submitting your application. **Your application is not considered submitted until you have been notified by the Transfer Payment Ontario (TPON)**

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**Please validate your application by clicking the Validate button before submitting the form back to Transfer Payment Ontario.**

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## The Corporation of the City of Temiskaming Shores

### By-law No. 2023-114

#### **Being a by-law to amend By-law No. 2022-016 to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials (oils, oil filters and antifreeze) collected as part of the Household Hazardous Waste Collection Event**

**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-002-2022 at the February 1, 2022 Regular Council meeting, and directed staff to repeal By-law No. 2017-070 and associated amendments, and to prepare the necessary by-law to enter into a new agreement with Automotive Materials Stewardship Inc. to provide funding for the material collected at the City's annual Household Hazardous Waste Collection Event, for consideration at the February 1, 2022, Regular Council meeting; and

**Whereas** Council adopted by-law No. 2022-016 being a by-law to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials (oils, oil filters and antifreeze) collected as part of the Household Hazardous Waste Collection Event, at the February 1, 2022 Regular Meeting; and

**Whereas** Council considered Memo No. 026-2023-PW at the November 7, 2023 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2022-016, to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials collected as part of the Household Hazardous Waste Collection Event, to increase the rate paid by AMS to the Collector from \$2,200 per tonne to \$2,550 per tonne, for consideration at the November 21, 2023 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 sign the Amending Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive Materials (oils, oil filters and antifreeze) collected as part of the City's Household Hazardous Waste Collection Event, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That Schedule "B" (Payment for Collection Services) to By-law No. 2022-016 (Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive Materials collected as part of the City's Household Hazardous

Waste Collection Event), be deleted in its entirety and replaced with Schedule "B", a copy attached hereto and forming part of this by-law.

1. That this by-law shall come into force and effect on January 1, 2024.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of November, 2023.

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Mayor

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Clerk



Schedule "A" to

## **By-law No. 2023-114**

**Amending Agreement with Automotive Materials Stewardship Inc. (AMS)  
for Automotive Materials (oils, oil filters and antifreeze) collected as part of  
the City's Household Hazardous Waste Collection Event**

**MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** is made as of the 1<sup>st</sup> day of January, 2024 (the "Effective Date").

BETWEEN:

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")**

- and -

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ("COLLECTOR")**

**(collectively, the "Parties")**

**WHEREAS** AMS and the Collector entered into a Municipal & First Nations Automotive Materials Services Agreement effective October 1, 2021 (the "**Agreement**"); and

**AND WHEREAS** AMS and the Collector are mutually desirous of making changes to the Agreement.

**NOW, THEREFORE** in consideration of the promises and the mutual obligations and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMS and the Collector hereby agree as follows:

1. Amendment

- a. Schedule "B" to the Agreement is hereby replaced with the new Schedule "B" attached hereto this Amending Agreement as Appendix A.
- b. Except for this change, all other terms of the Agreement remain the same.
- c. The Agreement is modified only by the express provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.

2. Miscellaneous

- a. This Amending Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- b. If any provision of this Amending Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Amending Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

- c. This Amending Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- d. In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent of any such inconsistency.
- e. This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to the date first written above.
- f. This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

***[the rest of this page is left intentionally blank]***

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first set out above.

**AUTOMOTIVE MATERIALS STEWARDSHIP**

By:  \_\_\_\_\_

**Name:** David Pearce

**Title:** Executive Director

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

By: \_\_\_\_\_

**Name:**

**Title:**

By: \_\_\_\_\_

**Name:**

**Title:**

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Amendment to AMS, Collector and the first signatory represent that no additional signatories are required).



Schedule "B" to

## **By-law No. 2023-114**

**Schedule "B" – Payment For Collection Services**

**APPENDIX A**

**SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES**

1. AMS will pay the Collector for Automotive HSP Collection Services as follows:
  - (a) For Material Management Services – Depot, AMS will pay the Collector the rate of \$0.00 per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in 0 equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by 0 and multiplied by the Hourly Rate.
  - (b) For Material Management Services – Event, AMS will pay the Collector a rate of \$2550.00 per tonne of Automotive HSP plus applicable taxes.
  - (c) For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of \$0.00 per tonne of Automotive HSP plus applicable taxes.
2. Notwithstanding Section 16.1, AMS may increase a payment rate, as identified above, without requiring an amendment. Collector will be notified of any increase to a payment rate a minimum of thirty (30) days in advance through written notice, as per Section 9.0.

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

**By-law No. 2023-115**

**Being a by-law to amend By-law No. 2023-037 to enter into an agreement with Grass King Inc. for Asphalt Markings and Symbol Painting Services – One Year Extension**

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

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

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

**Whereas** Council considered Administrative Report No. PW-004-2023 at the April 4, 2023 Committee of the Whole meeting, and adopted By-Law No. 2023-037 to enter into an agreement with Grass King Limited for Asphalt Marking and Symbol Painting at the April 18, 2023 Regular Council meeting; and

**Whereas** Council considered Memo No. 028-2023-PW at the November 7, 2023 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2022-037 to extend the contract term to July 1, 2024, in accordance with the Extension of Contract or Purchase Order provision of said By-law, at the same unit cost of \$41,182.00 plus applicable taxes, for consideration at the November 21, 2023 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 Schedule A to By-law No. 2023-037, be hereby amended by removing and replacing the wording in item (c) under Article I, with the following:
  - c) Complete, as certified by the Manager of Transportation Services, all the work by **July 1<sup>st</sup>, 2024.**
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 21<sup>st</sup> day of November, 2023.

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Mayor

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Clerk

## The Corporation of the City of Temiskaming Shores

### By-law No. 2023-116

#### Being a by-law to enter into an agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre

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

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

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

**Whereas** Council considered Administrative Report No. RS-023-2023 at the October 17, 2023 Regular Council meeting and delegated authority to the Director of Recreation to enter into an agreement with Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre through Resolution No. 2023-352, and to provide Council with the complete terms of the agreement for adoption through a by-law at a future meeting; and

**Whereas** Council considered Memo No. 023-2023-RS at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm the agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre, for consideration at the November 21, 2023 Regular Council meeting.

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

1. That Council hereby confirms the Ontario Northland Transportation Commission agreement to provide an ONTC Agency at the Waterfront Pool and Fitness Centre (executed on November 1, 2023), a copy of which is hereto attached 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.

**Read a first, second and third time** and finally passed this 21<sup>st</sup> day of November, 2023.

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Mayor

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Clerk



Schedule "A" to

**By-law No. 2023-116**

**Being a by-law to enter into an agreement with the Ontario Northland  
Transportation Commission (ONTC) to provide an ONTC Agency at  
the Waterfront Pool and Fitness Centre**



**AGENCY AGREEMENT**

555 Oak Street East  
North Bay, Ontario  
P1B 8L3

555, rue Oak Est  
North Bay (Ontario)  
P1B 8L3

Tel: 1-800-363-7512  
www.ontarionorthland.ca

Agent Legal Name	<b>City of Temiskaming Shores &amp; Area</b>	"Agent"
Agency Location	Waterfront Pool and Fitness Centre	"Premises"
Agent Address	77 Wellington St South, Temiskaming Shores, ON P0J 1P0	
Agent Representative	Matt Bahm, Director of Recreation	
Phone Number	705-672-3363 ext. 4106	
Email	mbahm@temiskamingshores.ca	
Signature	 I/We have authority to bind the Agent.	
Date	Oct 23/24	

<b>Ontario Northland Transportation Commission</b>		"ONTC"
ONTC Representative	Bob Sloss, Sr. Manager Customer Experience and Engagement	"ONTC Representative"
Phone Number	705-472-4500 x281	
Email	Bob.sloss@ontarionorthland.ca	
Signature	 I have authority to bind ONTC.	
Date	November 1, 2023	

**By signing above, the parties agree to the terms and conditions set out below and the schedules attached (collectively the "Agreement").**

1. **Services:** The services to be provided by the Agent are (check all that apply):

- Tickets:** Sell tickets at the rates approved by ONTC in accordance with the terms in Schedule A.
- BPX:** Issue shipping documents for the transportation of baggage and Bus Parcel Express ("BPX") parcels at the rates approved by ONTC and receive, store and deliver to the intended recipient the baggage and BPX parcels in accordance with the terms in Schedule B.
- Motor Coach Stop on the Premises** in accordance with the terms in Schedule C.
- Passenger Waiting Area** in accordance with the terms in Schedule D.

(the "Services")

2. **Appointment:** ONTC appoints the Agent to act as the agent of ONTC for the Services. The Agent shall be the exclusive provider of the services in the designated area unless the Agent fails to adequately provide the services.
3. **Agreement:** The agreement between the Agent and ONTC consists of this agreement and the schedules attached to this agreement (the "Agreement").
4. **Term:** This Agreement shall commence on 1<sup>st</sup> day of November, 2023 and continue until 31<sup>st</sup> day of October, 2024 unless terminated early (the "Initial Term"). The Initial Term shall be extended for additional one-year periods (an "Extended Term") on the same terms and conditions unless a party notifies the other party that this Agreement shall end at least 30 days prior to the end of the Initial Term or an Extended Term.
5. **Rate:** ONTC shall pay the Agent monthly for performance of the Services, subject to compliance by the Agent with sections 6 and 7, as follows:

(a) **During the Initial Term:** A monthly rate of \$3,000.00 (the "Set Flat Rate"), plus applicable taxes.

(b) **During the Extended Terms:** The Set Flat Rate for each Extended Term will be reviewed annually. While the Set Flat Rate is subject to increase (by up to a maximum of 10% of the average monthly Total Sales for the previous year), it will never be less than the Set Flat Rate for the previous year.

"Total Sales" means the dollar value of the sales by the Agent, excluding applicable taxes, ticket fees, excess baggage, and any value add charges (BPX-insurance, fuel surcharge, door to door, etc.)

6. **Invoicing:** The Agent shall submit a monthly report to ONTC within one business day of the end of each month during which the Services were provided. The monthly report shall include:
  - (a) Warrants and letter of authorized travel;
  - (b) Manual tickets and shipping documents;
  - (c) Purchase orders;
  - (d) Vouchers; and,
  - (e) Signed account charge transactions.

ONTC will invoice the Agent for the cash sales in each month within 15 business days after receipt of the monthly report. **This invoice must be paid in full before ONTC will process the payment in accordance with section 7.**

7. **Payment:** ONTC will pay the Set Flat Rate for each month upon receipt of payment from the Agent of the invoice for the cash sales in each month.

**8. Agent Obligations:** The Agent shall:

- (a) provide the Services in compliance with applicable laws and with applicable ONTC policies, tariffs and rules, including the ONTC Passenger Tariffs and Agents Manual. The Agent shall advise ONTC regarding any investigations, complaints, or charges that relate to the provision of the Services;
- (b) participate in training provided by ONTC;
- (c) perform the Services with diligence and in a courteous and business-like manner;
- (d) disclose to ONTC any conflict of interest that arises from the Agent's provision of the Services;
- (e) advise ONTC immediately of any anticipated or actual loss, involuntary destruction, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any ONTC Intellectual Property, Confidential Information or Personal Information;
- (f) ensure that no security interests encumber the ONTC property in the Agent's possession;
- (g) not subcontract the provision of any of the Services without the written consent of ONTC;
- (h) provide an internet connection for the ONTC computer system. The Agent is encouraged to send tickets electronically via email; and,
- (i) locate and use the equipment, if any, provided by ONTC.

**9. Business Hours:** The Agent's business hours shall be such times as agreed between ONTC and the Agent. The Agent agrees that any changes to its regular business hours will first be communicated to ONTC in writing.

**10. Equipment:** ONTC shall supply the Agent with the equipment, if any, described in the schedules to this Agreement (the "Equipment") during the Initial Term and any Extended Term on the following terms and conditions:

- (a) the Equipment shall remain the property of ONTC;
- (b) ONTC shall install and maintain the Equipment at the Premises and remove the Equipment. The Agent expressly provides its consent for ONTC to access the Premises to remove the Equipment at the end of this Agreement;
- (c) the Equipment shall be used for its intended purpose; and,
- (d) if the Equipment is damaged while it is in the Premises, the Agent shall be responsible to pay for all costs associated with the damage, including the repair or replacement of the Equipment, whichever ONTC chooses.

**11. Equipment Infrastructure:** The Agent shall:

- (a) provide a fully functional and industry-standard network infrastructure capable of meeting data and telecommunication needs;
- (b) provide and install telecommunication cables and ensure that they are readily available at the Premises. These cables must be in good working condition and compatible with ONTC's Equipment; and,
- (c) ensure that the network infrastructure and cables are ready for use by ONTC's representatives before the scheduled setup date. ONTC is not responsible for cable installation or procurement.

**12. Supplies and Money:** All supplies provided by ONTC and all money collected by the Agent from the sale of tickets and shipping documents are the property of ONTC and the Agent holds the supplies and money on behalf of ONTC. The Agent shall notify ONTC promptly of any damage to or destruction of the supplies or money and shall be responsible for the repair or replacement costs arising from the damage or destruction.

**13. French Language Services:** The Agent acknowledges that ONTC is subject to the *French Language Services Act*, as well as Regulations made thereunder (collectively the "FLSA") and is required to provide services to customers in French in designated areas. As a third-party providing services to the public on ONTC's behalf in a designated area, the Agent shall provide services in French in accordance with the FLSA and shall comply with the active offer requirements set out in O. Reg 544/22.

**14. Inability to Provide Services in French:** If, after making all reasonable efforts, the Agent is unable to provide services in French, the Agent shall post a bilingual sign (to be provided by ONTC) at or near the service counter advising customers how to contact a bilingual ONTC customer service representative.

**15. Intellectual Property:** "Intellectual Property Rights" means all intellectual property rights whether protected by statute, at common law or in equity. ONTC shall remain the owner of all Intellectual Property Rights owned by or licensed to ONTC prior to and after the date of this Agreement.

**16. Use of Name and Logo:** The Agent shall not use the name "Ontario Northland Transportation Commission", "Ontario Northland" or any similar name or any of ONTC's logos, designs, colours, or registered or unregistered trademarks or trade names except with the prior written approval of ONTC.

**17. Signage:** The Agent shall ensure that any sign(s) provided by ONTC are properly installed and readily visible to customers.

**18. Records and Audit:** The Agent shall maintain records of the sales of all tickets and shipping documents in the form and with the content required by ONTC. Upon request of ONTC, the Agent shall produce for inspection and audit by a duly authorized representative of ONTC any records in the Agent's possession showing the disposition of money or tickets and shipping documents sold on behalf of ONTC.

**19. Confidentiality:** In this Agreement,

"Confidential Information" means information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential.

"Personal Information" has the same meaning as the definition of "personal information" in the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 and, specifically in the context of this Agreement, comprises recorded information about an identifiable individual, including information relating to the age, sex, marital or family status of the individual and the address, telephone number, drivers' license information and credit card or other financial information of the individual.

**20. Maintaining Confidentiality:** The Agent and its employees shall protect and maintain the confidentiality of any Confidential Information or Personal Information disclosed to the Agent by ONTC or ONTC customers and not use such information for any purpose other than to perform the Services. The Agent shall return all of ONTC's Confidential Information and Personal Information when this Agreement ends or earlier if requested by ONTC.

**21. Personal Information:** The Agent acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA), and FIPPA applies to and governs all records relating to ONTC passengers and other customers and the privacy provisions of FIPPA governing the collection, retention, use, disclosure and security of Personal Information continue to apply while this Agreement is in effect and thereafter. All records containing Personal Information that are created or maintained during the performance of the Services shall be the property of ONTC.

**22. FIPPA and Freedom of Information:** The Agent shall provide to ONTC any and all FIPPA records within seven (7) business days from the date of ONTC's notice to the Agent to provide them, for the purposes of responding to an access request under FIPPA. ONTC shall in its sole discretion determine what FIPPA records will be disclosed in connection with an access request, in accordance with the requirements of FIPPA.

**23. Personal Information Security:** The Agent shall keep all records containing Personal Information secure and ensure its computer security is adequate to protect Personal Information obtained from ONTC or from ONTC customers against unauthorized access and disclosure. The Agent shall not disclose or transfer any records containing Personal Information to a third party except with the informed prior written consent of ONTC.

**24. General Indemnity:** The Agent shall indemnify and hold harmless ONTC from and against all loss, liability, damage, fines, cost, legal cost and disbursement, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Agent in the course of the performance of the Agent's obligations under the Agreement or otherwise in connection with the Agreement. The Agent shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss.

**25. Bodily Injury and Property Damage.** The Agent shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's physical property by the Agent's act or omission.

26. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,

(a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages; and,

(b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

27. **Specific Indemnities:** The Agent shall indemnify ONTC and save it harmless from and against all loss, liability, damage, fines, cost, legal cost and disbursement incurred by ONTC arising from:

(a) any health, medical disability or similar claims which the Agent or its employees may have during or after the term of this Agreement;

(b) safety infractions committed by the Agent under the Occupational Health and Safety Act or any other laws regulating health and safety at the Premises; and,

(c) any claims against ONTC for the failure of the Agent to protect the confidentiality of Confidential Information.

28. **Risk of Loss to BPX Parcels:** ONTC assumes, and waives against the Agent, all risk of injury, loss, or damage caused by fire, theft, or other cause to the BPX parcels in the custody of the Agent on the Premises unless caused by the Agent's negligent act or omission.

29. **Insurance:** The Agent shall maintain public liability and property damage insurance with respect to the Premises, written on a comprehensive basis with a limit of not less than \$2,000,000 or such higher limits and including such additional terms and coverage as ONTC acting reasonably may require. Such insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against ONTC. The insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to ONTC.

30. **Proof of Insurance:** Upon the request of ONTC and thereafter upon the renewal of the insurance policy, the Agent shall provide to ONTC evidence of such insurance having been obtained and maintained in the form of a certificate of insurance or a copy of the insurance policy.

31. **Termination for Agent Default:** ONTC may terminate this Agreement immediately if the Agent is in default or breach in respect of any condition or provision of this Agreement. Without limiting the generality of the preceding sentence, the Agent shall be in default if the Agent closes its business, ceases to provide the Services, does not pay invoices from ONTC or submit the monthly reports within the time required or becomes insolvent.

32. **Termination for Convenience:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If 30 days' notice by the Agent is not provided prior to the Agent ceasing to provide the Services, ONTC shall not be required to pay the Agent any consideration for the month during which the Agent ceased to provide the Services.
33. **End of Agreement:** Upon early termination or expiry of this Agreement, the Agent shall return the balance of Total Sales, unsold tickets, signage, BPX materials and parcels, cash, and equipment to ONTC. The Agent hereby consents to Ontario Northland entering the premises to retrieve the items listed in the foregoing sentence.
34. **Notice:** Any notice under this Agreement shall be given in writing and delivered personally or by fax, email or prepaid courier addressed to the address provided above or at such other address or addresses as ONTC and the Agent may designate from time to time. The date of receipt of any such notice shall be the date of delivery.
35. **No Assignment:** This Agreement shall not be assignable by the Agent without the prior written consent from ONTC, which consent may be unreasonably and arbitrarily withheld.
36. **No Waiver:** No waiver by a party of any breach by the other party of any of its obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any obligations. The subsequent acceptance of any remittances from the Agent by ONTC shall not be deemed a waiver of any preceding breach by the Agent regardless of ONTC's knowledge of such preceding breach at the time of the acceptance of such compensation.
37. **Relationship:** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent (except in relation to ticket and shipping document sales), landlord and tenant, or of partnership or of joint venture between the parties.
38. **Governing Law:** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario excluding any conflict of laws principles. The courts of the Province of Ontario shall have exclusive jurisdiction for any legal proceedings arising out of this Agreement.
39. **Severability:** Should any section or part or parts of a section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Agent as though such section or part or parts thereof had never been included in this Agreement.
40. **Entire Agreement:** This Agreement and the attached Schedules constitute the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
41. **Survival:** The provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

**42. Counterparts and Electronic Delivery:** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

**43. Agent's Representations and Warranties:** The Agent represents and warrants that:

- (a) it has full authority to enter into and perform all of its obligations under this Agreement, and that it has read this Agreement, understands same, and agrees to be bound by all of the terms, conditions and provisions of the Agreement;
- (b) no bribe, gift, or other inducement has been paid, given, promised or offered to any officer or employee of ONTC, for or with a view to the obtaining of this Agreement by Agent;
- (c) as of the date of this Agreement, there are no legal or financial circumstances with respect to the Agent that, if known by ONTC, would reasonably be expected to cause ONTC to not enter into this Agreement. Agent shall advise ONTC promptly in the event of any such circumstances occurring after the date of this Agreement.

**Schedule A  
Ticket Sales**

1. ONTC shall supply the Agent with the following equipment and supplies:
  - Ticketing system, including computer and related equipment
  - Laser printer
  - Credit/debit card terminal
  - Toner cartridge replacements
  - Paper supply
  - Baggage tags
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell tickets at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling tickets.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.
7. The agencies business hours shall be:
  - Monday – Friday: 6:00 am – 9:15 pm
  - Saturday: 8:00 am – 7:00 pm
  - Sunday: 10:00 am – 4:30 pm

*MB*

**Schedule B  
BPX Parcels**

1. ONTC shall supply the Agent with the following equipment and supplies:
  - Parcel system, including computer and related equipment
  - Bar code scanner
  - Electronic signature pad
  - Weight scale
  - Manual Emergency Waybills
  - Shipping pouches & labels
  - Laser printer
  - Credit/debit card terminal
  - Toner cartridge replacements
  - Paper supply
  - Installation of a cabinet across from the service desk
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell shipping documents for BPX Parcels at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling shipping documents for BPX parcels.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins, and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.



**Schedule C**  
**Motor Coach Stop**

1. The Agent shall:
  - (a) maintain the parking lot of the Premises in a safe and useable condition at all times, suitable for the safe use of the motor coach and for passengers exiting and entering a motor coach (the "Safe Condition");
  - (b) be responsible for all winter control measures required to allow the motor coaches to safely enter and exit the parking lot and passengers to exit and enter the motor coach. Winter control measures shall include plowing, sanding, and salting as required to ensure the parking lot is in a Safe Condition; and,
  - (c) provide adequate lighting in the parking lot for the safe use by the motor coach and its passengers.
2. The Agent shall advise ONTC forthwith if the parking lot is not in a Safe Condition and provide ONTC with an estimated time to return the parking lot to a Safe Condition.
3. The Agent shall designate a location on the parking lot satisfactory to ONTC for the use of ONTC to park the motor coach while loading and unloading passengers and shall ensure the location is available for use by ONTC when required.

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**Schedule D**  
**Passenger Waiting Area**

1. The Agent shall provide a climate-controlled waiting area for passengers at the Premises and shall maintain the temperature between 18 and 23 degrees Celsius.
2. The Agent shall ensure that washrooms are available to customers and that they are cleaned and maintained on a regular basis.
3. The Agent shall ensure that an outdoor seating area is available to customers, which shall include a commercial bench to be provided by ONTC.
4. The Agent shall ensure that the Premises are regularly cleaned and properly lit.

MB

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

**By-law No. 2023-117**

**Being a by-law to enter into a Lease Agreement with the  
Temiskaming Art Gallery for the use of the Lions Den in the  
Shelley Herbert-Shea Memorial Arena  
(December 1, 2023, to November 30, 2028)**

**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 RS-025-2023 at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena from December 1, 2023, to November 30, 2028, for consideration at the November 21, 2023 Regular Council meeting; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Lease Agreement with the Temiskaming Art Gallery for the use of the Lions Den at the Shelley Herbert-Shea Memorial Arena.

**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 Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena from December 1, 2023 to November 30, 2028, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 21<sup>st</sup>, day of November, 2023.

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Mayor

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Clerk



Schedule “A” to

**By-law No. 2023-117**

Lease Agreement between

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

And

**Temiskaming Art Gallery**

For use of the Lions Den in the Shelley Herbert-Shea Memorial Arena

**This lease** made this 21<sup>st</sup> day of November, 2023.

Between:

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

And:

**Temiskaming Art Gallery**  
(hereinafter called the "Lessee")

**Whereas** the Lessor is the owner of the lands in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Ferguson Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased Premises**

The Lessor hereby demises and leases to the Lessee the "Lion's Den" in the Lessor's Building located at 400 Ferguson Avenue, Haileybury, Ontario being hereinafter called the "premises". The "Lion's Den" being further described as a room on the second floor of the building of approximately 1,000sqft. in size.

**2. Ingress and Egress**

**Together** with the right of ingress and egress for the Lessee's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**3. Term**

**To hold** the premises for a term commencing on the 1st day of December 2023 and ending on the 30th day of November 2028.

**4. Rent**

**And paying** therefore, to the Lessor, subject to the provisions of this Lease, the sum of \$575 per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof.

During the second year (December 2024 - November 2025) of the agreement the lessee agrees to pay the sum of \$600 per month plus HST.

During the third year of the agreement the lessee agrees to pay the sum of \$600 per month plus HST.

During the fourth year of the agreement the lessee agrees to pay the sum of \$625 per month plus HST.

During the fifth year of the agreement the lessee agrees to pay the sum of \$625 per month plus HST.

**And** the parties hereto covenant and agree as follows:

## **5. Tenant’s Covenants**

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telecommunications** - to pay the cost of telecommunications to the premises;
- 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) **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;
- e) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- f) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be

- unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- g) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- h) **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;
- i) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants during the last month of the term;
- j) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby;
- k) **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. The Tenant shall be permitted to refer to the Premises as “Open Studio Libre” and display a sign on the exterior of the building in a location and manner approved by the Landlord;
- l) **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, they shall be entitled to terminate this lease upon giving 120 days written notice to the Landlord;
- m) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building

and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration;

- n) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance (at a minimum of \$2,000,000 of coverage) with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy;

- o) **Storage Cabinet** – To pay for the installation, maintenance and upkeep of a storage cabinet to be located in the hallway between the Premise's entrance and the upstairs washrooms of the Building. The storage cabinet shall have dimensions no larger than 60” wide, 72” tall and 30” deep;
- p) **Cleaning** – The tenant shall be responsible for maintaining the cleanliness of the Premises.

## 6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance, washrooms (including the washrooms on the second floor of the building) and the stairways and corridors of the building leading to the premises;
- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Heat** - to heat the premises;
- f) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

- g) **Notice** – the Landlord may terminate the lease upon giving 120 days written notice in accordance with the provisions stated in the Commercial Tenancies Act;
- h) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers;
- i) **Keys** - to provide two (2) keys to access the Premises;
- j) **Storage Cabinet** – permit the Tenant to place a storage cabinet in the hallway between the Premise’s entrance and the upstairs washrooms of the Building. The storage cabinet shall have dimensions no larger than 60” wide, 72” tall and 30” deep.

## 7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of 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 fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefor, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- j) **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;
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy;
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting

or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 1090, Haileybury, Ontario P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## 8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with

all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**Remainder of Page left Blank Intentionally**



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

**By-law No. 2023-118**

**Being a by-law to enter into an agreement with WF Group Inc. for the  
Building Decarbonization Feasibility Study**

**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. RS-026-2023 at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement WF Group Inc. for the Building Decarbonization Feasibility Study in the amount of \$95,000.00, plus applicable taxes, for consideration at the November 21, 2023 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with WF Group Inc. for the Building Decarbonization Feasibility Study in the amount of \$95,000.00, 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 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 21<sup>st</sup> day of November, 2023.

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Mayor

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Clerk



Schedule “A” to

**By-law 2023-118**

Agreement between

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

and

**WF Group Inc.**

For the Building Decarbonization Feasibility Study

**This agreement** made this 21<sup>st</sup> day of November 2023.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called “the Owner”)

and

**WF Group Inc.**  
(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:

**The Corporation of the City of Temiskaming Shores  
Building Decarbonization Feasibility Study  
Request for Proposal No. RS-RFP-005-2023**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01; and
- c) Complete, as certified by the Director, all the work by **December 31, 2024**.

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

All communications in writing between the parties, or between them and the Manager 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:

**WF Group Inc.**

675 Queen Street South, Suite 111  
Kitchener, Ontario  
N2M 1A1

The Owner:

**City of Temiskaming Shores**

P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**Director of Recreation**

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

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Appendix 01 to  
Schedule "A" to

**By-law No. 2023-118**

Form of Agreement

City of Temiskaming Shores | RS-RFP-005-2023

# **BUILDING DECARBONIZATION FEASIBILITY STUDY**

October 23, 2023 at 2:00 PM

**TECHNICAL PROPOSAL**

**WALTERFEDY**

**Kitchener Office (Head Office)**

675 Queen Street South, Suite 111

Kitchener, Ontario N2M 1A1

**T:** 519-576-2150

**F:** 519-576-5499

[walterfedy.com](http://walterfedy.com)

2023-0734-01

October 23, 2023

**Logan Belanger, Clerk**  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive,  
Haileybury, ON POJ 1K0

Dear Logan,

**RE: RS-RFP-005-2023 Building Decarbonization Feasibility Study**

As communities continue to grow, local infrastructure is required to adapt to the needs of the public and an ever-changing environment. As the City of Temiskaming Shores (the City) understands, modernizing these community based spaces with sustainable and energy efficient strategies will be an invaluable asset to creating spaces that are appreciated by all. WalterFedy is excited to partner with the City to act upon this initiative.

The City is seeking a qualified and experienced engineering consultant to provide consulting services for its Building Decarbonization Feasibility Study (the "Study") project. This project provides the opportunity to develop a Study that provides innovative and sustainable initiatives for eight (8) buildings within the municipality. WalterFedy appreciates the importance of completing this assignment in a timely manner with a focus on minimizing community impacts while delivering a high-quality, cost-effective project for the City.

Achieving these project objectives while remaining within the City's budget and project schedule will require a team experienced in delivering complex projects and managing large teams of stakeholders and consultants. The WalterFedy team is this ideal team. With a collective commitment to creating innovative solutions and with a focus on Climate Change Action, our collaborative team brings a pragmatic design approach informed by an unparalleled knowledge and detailed understanding of the City and its climate action initiatives. Our Energy and Carbon Solutions (ECS) team lead by Project Manager and Team Leader, Patrick Darby, are prepared to work with WalterFedy's integrated team of engineers to bring an incomparable combination of knowledge, experience, project management ability, technical proficiency, and commitment to providing outstanding service to the City.

We look forward to working with the City on this important project and trust that our submission meets your high standards of quality and technical excellence. We've prepared our response in accordance with the requirements laid out in the RFP and subsequent Addenda. Should you have any questions, please don't hesitate to contact us directly.

Sincerely,

**WALTERFEDY**



**Patrick Darby, P.Eng., CEM, CMVP, LEED AP**  
Project Manager, Team Manager, Partner  
pdarby@walterfedy.com

A part of WF Group

**City of Temiskaming Shores**  
**RS-RFP-005-2023**  
**Building Decarbonization Feasibility Study**

**Form of Proposal**

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
<b>Building Decarbonization Feasibility Study as per Scope of Work (exclusive of HST)</b>	\$ 95,000 .00

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 1 and 2 in preparing my/our proposal.

Company Name: WF Group Inc.

Contact Name (Print): Patrick Darby

Mailing Address: 675 Queen Street South, Suite 111, Kitchener, ON N2M 1A1

Phone Number: 519-576-2150 x271

Email Address: pdarby@walterfedy.com

Bidders Authorized Official (Print) Garth Cressman

Title CEO and Partner

Authorizing Signature 

Date: October 23, 2023

**Form 1 to be submitted.**

**City of Temiskaming Shores**  
**RS-RFP-005-2023**  
**Building Decarbonization Feasibility Study**

**Non-Collusion Affidavit**

I/ We Garth Cressman the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

The bid, quotation or 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.

Bidders Authorized  
Official (Print)

Garth Cressman

Title

CEO and Partner

Authorizing Signature



Date:

October 23, 2023

**Form 2 to be submitted.**

**City of Temiskaming Shores  
RS-RFP-005-2023  
Building Decarbonization Feasibility Study**

**Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal 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 Proposal submission or the contractual obligations under the Agreement.

List Situations:


In making this Proposal 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 RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Bidders Authorized  
Official (Print)

Garth Cressman

Title

CEO and Partner

Authorizing Signature

  
\_\_\_\_\_

Date:

October 23, 2023

**Form 3 to be submitted.**

**City of Temiskaming Shores  
RS-RFP-005-2023  
Building Decarbonization Feasibility Study**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Bidders Authorized Official (Print)	Garth Cressman
Title	CEO and Partner
Authorizing Signature	
Date:	October 23, 2023

I, Garth Cressman, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

**OR**

I, \_\_\_\_\_, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

**Form 4 to be submitted**



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# 1. COMPANY **EXPERIENCE**

## 1.1 **DESCRIPTION OF PROPONENT**

### **WHO WE ARE**

WalterFedy is a dynamic, integrated design firm delivering creative solutions and practical built environments. Since our inception in 1951, we have continued to learn, adapt, and evolve to best serve our clients. In 1970, we became one of Canada’s first integrated design firms in order to deliver a level of coordination and team commitment not served by the traditional project model.

Our expertise includes energy and carbon solutions; mechanical, electrical, structural, and civil engineering; architecture; asset and facilities management; and construction management through our sister company, AEC Developments. The value of our integrated nature shines through our modern team structure, which allows us to share lessons learned and discuss project challenges organically.

We are a passionate and value-driven team committed to enhancing the world around us. Inspired by two of our core values – Integrity and Environmental Sustainability – we have committed to achieving a Beyond Zero Carbon goal. Each year, we will strive to reduce our corporate carbon emissions while offsetting our remaining carbon, becoming carbon-neutral now while working on reducing our emissions well into the future.

### **HOW WE WORK**

We view each project as an opportunity to build a relationship. We value the creative process, and spend the time to work with stakeholders to understand your objectives. Our collaborative spirit is furthered by our ability to quickly solicit feedback. Going beyond scheduled meetings with specific agendas, this continuous state of collaboration enables designers to seek discipline-specific and big picture input on a moment’s notice. These impromptu meetings provide our designers with a variety of perspectives, and allow us to offer all-inclusive and comprehensive solutions to meet our client’s needs.

We have developed our team to envision the project as a whole. Coordination is facilitated from design through construction, as project leaders have quick and easy access to all design disciplines, and team members interact continuously. This is the benefit of being in an integrated practice: we routinely think about how each design element impacts all aspects of the project.

Effective October 1, 2023, WalterFedy Inc. has become WF Group Inc. but will operate under the WalterFedy brand. There will be no other change in WalterFedy’s operations or services.



## ENERGY AND CARBON SOLUTIONS AT WALTERFEDY

In our Energy and Carbon Solutions (ECS) team, we base project success on the value and experience our clients have obtained through the project journey. We understand the impact we can have on our clients and global community is long term and we take that to heart.

In line with our core value of environmental sustainability to heart, we are passionate about the opportunities we uncover, and are always proud to see each of our projects implemented. ECS was founded on the principals of understanding our clients, developing practical solutions to achieve desired energy and greenhouse gas (GHG) outcomes, and supporting through implementation. We see ourselves as primary drivers to supporting parallel global climate goal initiatives and economic growth.

Our ECS group is comprised of professional engineers, certified energy managers, certified measurement and verification professionals, LEED® accredited professionals, and project management professionals. The team provides complete turnkey facility solutions, allowing us to offer holistic, efficient services with greater clarity and convenience for our clients.

### KEY SERVICES



Energy and GHG Feasibility Studies



Energy and GHG Planning



Sustainable Project Design



Energy Modelling



Economic and Financial Analysis



Measurement and Verification



## SUB-CONSULTANTS

Our team will be supported by AEC and CIMCO Refrigeration (CIMCO).

Our sister company, **AEC**, is a construction management firm with over 50 years of experience. Andrew Cullen will act as a cost estimator, bringing decades of experience to bear. **CIMCO** will provide refrigeration consulting. Benoit Rodier, as a refrigeration specialist, brings over 30 years of experience and has worked on several projects in the recreation and food industries. CIMCO is a recognized leader in sustainable refrigeration and is North America's largest supplier of thermal solutions catering to industrial, recreational and commercial sectors.

All consultants will be coordinating and working alongside the WalterFedy project team and will report to our Project Manager and Project Coordinator.

## 1.2 KNOWLEDGE, SKILLS, & PAST EXPERIENCE

We've worked with both municipalities and commercial clients to develop major community- and corporation-wide climate plans and strategies. These projects have consistently featured ambitious goals, such as an 80% reduction in carbon by 2050, complete carbon neutrality by 2050, and 100% renewable energy by 2050. Our experience delivering feasibility studies, energy audits, emissions and energy modelling, and long-term GHG and carbon reduction plans is demonstrated in our most recent projects:

- WalterFedy completed energy audits for the City of Kitchener to identify and evaluate GHG reduction opportunities and created roadmaps to significantly reduce energy consumption and GHG emissions for 36 of their facilities, including arenas, indoor pools, sports complexes, community centres, outdoor pools, fire halls, City Hall, the Kitchener Market, and operations centre.
- We developed a Climate and Energy Action Plan for the University of Waterloo, including each of their more than 70 facilities. This is in alignment with the University of Waterloo's goal of achieving carbon neutrality by 2050.
- We completed integrated zero carbon feasibility studies including schematic design at six Region of Waterloo facilities.
- We completed several Green and Inclusive Building (GICB) submissions, including zero carbon modelling and planning for the City of Cambridge, City of Kitchener, City of Woodstock, and Mohawks of Bay of Quinte.
- We completed the design of zero carbon retrofits at the Susan Fennell Sports Complex in the City of Brampton.
- WalterFedy is currently designing four new net zero (CaGBC net zero design certified) facilities in southern Ontario. The ECS team worked through multiple iterations of complex energy modelling, life cycle assessment modelling (embodied carbon), solar photovoltaic (PV) array modelling, green hydrogen generator analysis, geothermal system modelling and design, and holistic carbon planning and road mapping for each project.
- We completed a comprehensive Path to Net-Zero Plan for Conestoga College, including energy audits, energy studies, and the design of geothermal, heat pump, solar photovoltaic (PV), and ice storage integration at the College's Doon and Cambridge campuses.
- We are currently working with both the City of Barrie and the City of Windsor on decarbonization pathways to significantly reduce their GHG emissions. Both of these projects are being funded under the FCM CBR funding program. As a result, our multidisciplinary team is very familiar with navigating this scope of work, project type, and funding program structure. Additionally, one of the City of Windsor's targeted facilities is the WFCU Centre (home of the Windsor Spitfires).
- WalterFedy has completed a number energy audits, feasibility studies, and net zero plans for the Elexicon group.

Our overall portfolio of energy and carbon conservation work, particularly at recreational complexes, positions us to effectively complete these GHG reduction pathway feasibility studies for the City. Our experience and skillset, including environmental compliance engineers, a professional planner, and a refrigeration specialist, paired with our low carbon transition planning experience, allows us to fully appreciate the opportunity this presents and provide the City with comprehensive strategies for each municipal facility.

We have a vast array of experience in projects from ASHRAE Level 1, 2, and 3 energy audits to complete roadmap planning and strategies. Recently, we completed Net Zero Carbon studies at two City of Brampton recreational facilities, providing the City of Brampton with strategies and supporting calculations for 50%, 80%, and 100% GHG reductions by 2030. Additionally, we have completed energy audits and net-zero energy emissions for three City of Markham community centers.



### 1.3 PROJECT EXPERIENCE

The City will benefit from the combined experience of WalterFedy and our sub-consultants. Our team has comprehensive experience working on projects in many sectors with a variety of municipalities, including a number of LEED and LEED-like, Net Zero, Net Zero Ready, and sustainability-focused projects such as GHG and feasibility studies, energy audits and assessments, and energy retrofits. The status of these projects range from in-progress to completed to recommendations in progress.

We are currently working at various stages of the FCM CBR program with the City of Barrie, the City of Windsor, Grey County, the Town of Collingwood, and the Town of Whitby on decarbonization pathways to significantly reduce their GHG emissions. These projects are being funded under the FCM CBR funding program. As a result, our multidisciplinary team is very familiar with navigating this scope of work, project type, and funding program structure. Additionally, recreation complexes represent a number of the facilities being analyzed including, WFCU Centre (home of the Windsor Spitfires) with the City of Windsor, the Iroquois Park Sports Centre in Whitby, and Peggy Hill community centre in Barrie to name a few.

A selection of our recent municipal clients include:

City of Kitchener	City of Waterloo	Region of Waterloo	Niagara Region
City of Cambridge	City of Brampton	City of Windsor	York Region
City of Markham	City of Barrie	Town of Aurora	Oxford County
City of Guelph	City of Toronto	Halton Region	Town of Whitby

Please find detailed examples of our experience working on projects similar in scope and value on the following pages.



*“One of the greatest advantages of working with WalterFedy is their integrated nature, where their Energy and Carbon Solutions team was able to pull feedback from their architecture and engineering teams to enhance collaboration..”*

*– Mike Wigzell, Supervisor of Facilities Management*

## ENERGY AUDITS, FEASIBILITY STUDIES, AND DEEP CARBON RETROFIT

City of Kitchener

### PROJECT ADDRESSES

Total of 36 locations across the City of Kitchener

### START DATE

August 2019

### COMPLETION DATE

January 2020

### CONTRACT VALUE

\$192,585 (No variance between budget and final cost)

### BUILDING TYPES

Recreational, arena, indoor & outdoor pools, sports complexes, community centres, fire halls, municipal government, operations

### KEY TEAM MEMBERS

Patrick Darby, Matt Woods, Cory Rosa

### SUB-CONSULTANTS

N/A

The City of Kitchener’s Corporate Climate Action goal is in line with the overarching Region of Waterloo goal: 80% reduction in carbon by 2050. Planned actions include adherence to high-efficiency or net-zero carbon and energy standards on buildings, and to complete comprehensive energy audits and feasibility studies on its existing facilities.

Accordingly, the City of Kitchener engaged WalterFedy to complete energy audits and feasibility studies to identify and evaluate opportunities, and create a roadmap to significantly reduce energy consumption and GHG emissions of 36 of its facilities, including comprehensive facility types such as arenas, indoor pools, sports complexes, community centres, outdoor pools, fire halls, City Hall, the Kitchener Market, and operations centre, among others. A partial FCM grant was provided for these studies.

The three feasibility studies including recreational facilities were focused on deep carbon neutral energy retrofits at a number of important facilities. Our approach to the deep carbon neutral energy retrofit feasibility studies included the following: culture and behaviours, conservation and load reduction, active system electrification, and renewable source energy.

We focused our approach and final recommendations to be directly in line with the City of Kitchener and Region of Waterloo’s overarching goals, granular practicalities of their workflow, and industry trends. The recommendations from our feasibility studies and energy audits are being incorporated into the budgeting process for implementation.

Please find a letter of reference from Mike Wigzell, Supervisor of Facilities Management, attached in Appendix E.



## RECREATION CENTRE ENERGY RETROFIT FEASIBILITY STUDIES

City of Brampton

### PROJECT ADDRESSES

44 Eastbourne Dr,  
Brampton, ON, L6T 2B2;  
340 Vodden St E,  
Brampton, ON L6V 2N2

### START DATE

October 2020

### COMPLETION DATE

October 2021

### CONTRACT VALUE

\$83,345 (No variance  
between budget and final  
cost)

### KEY TEAM MEMBERS

Patrick Darby, Cory Rosa,  
David Brodrecht

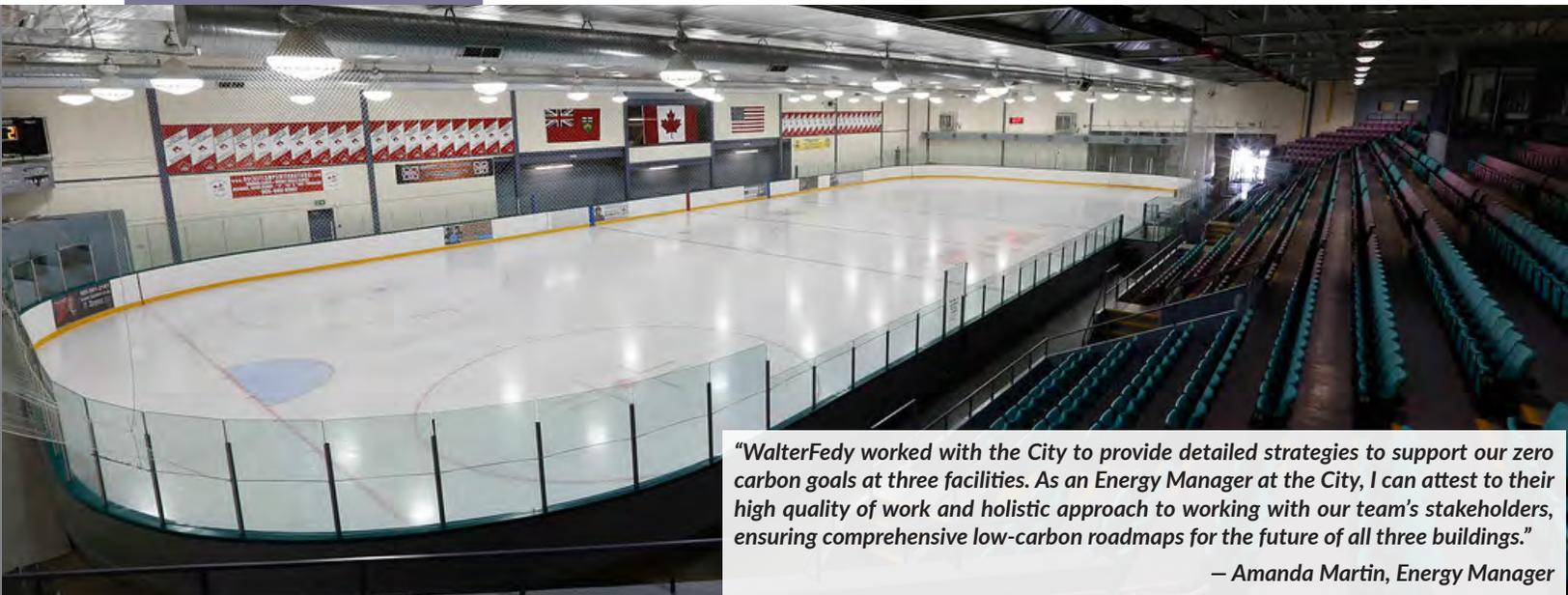
### SUB-CONSULTANTS

CIMCO Refrigeration

WalterFedy completed two comprehensive feasibility studies to develop a pathway to net-zero emissions for Earnscliffe Recreation Centre and Century Gardens Recreation Centre (206,540 sq.ft. total). These studies were in alignment with the City of Brampton's Energy and Emissions Management Plan 2019–2024: A Zero Carbon Transition to achieve a zero-carbon transition for the City of Brampton's new and existing corporate facilities.

Built in 1971 and 1973 respectively, both facilities are part of the City of Brampton's Recreation division. These facilities include diverse public amenities, including ice rinks, pools, fitness centre, sauna, community meeting rooms, snack bar, auditorium, outdoor tennis courts, soccer field, baseball diamonds, and playgrounds. Each investment-grade feasibility study included 11 energy modelling scenarios. Post-retrofit scenarios were made up of three modelled scenarios for each of the following GHG emission reduction targets: Net Zero for operations, 80% emissions reduction, and 50% emissions reduction. Post-retrofit scenarios were compared to the business-as-usual case and include a schematic design with cost estimate, life cycle savings and costs, GHG reductions (CO<sub>2</sub>e tonnes), dollars per tonne of GHGs reduced, and thermal occupant comfort impacts.

Overall, the goal was to achieve the respective targets over a 25-year life cycle. On project completion, the City of Brampton was presented with a feasible path, including schematic design and quantification of all key decision-making metrics to move forward with final direction and project design and implementation.



*“WalterFedy worked with the City to provide detailed strategies to support our zero carbon goals at three facilities. As an Energy Manager at the City, I can attest to their high quality of work and holistic approach to working with our team’s stakeholders, ensuring comprehensive low-carbon roadmaps for the future of all three buildings.”*

*– Amanda Martin, Energy Manager*

## ENERGY AUDITS AND CARBON NEUTRAL ROADMAP

City of Markham

### PROJECT ADDRESSES

7755 Bayview Ave,  
Thornhill, ON, L3T 4P1;

8600 McCowan Road,  
Markham, ON, L3P 3M2;

2400 John St., Thornhill,  
ON, L3T 6G7

### START DATE

November 2021

### COMPLETION DATE

September 2022

### CONTRACT VALUE

\$158,000 (No variance  
between budget and final  
cost)

### KEY TEAM MEMBERS

Patrick Darby, Cory Rosa,  
David Brodrecht

### SUB-CONSULTANTS

CIMCO Refrigeration

WalterFedy completed energy audits and detailed energy and carbon modelling to develop an understanding of end uses and GHG-emitting infrastructure. Subsequently, this aided in developing a pathway for carbon neutral retrofit planning to achieve net-zero energy emissions (NZEE) for three City of Markham facilities before 2050: Thornhill Community Centre (180,000 sq.ft.), Centennial Community Centre (142,000 sq.ft.), and R.J. Clatworthy Arena (33,284 sq.ft.).

Our team developed an actionable retrofit plan to provide energy efficient strategies with energy generated from on- or off-site renewable energy sources. We performed ASHRAE Level 2 energy audits as well as air tightness testing, geothermal review, and review of the ice pad equipment with a specialized refrigeration consultant. WalterFedy’s holistic assessment of the facilities encompassed all building systems to effectively identify and provide realistic solutions for the anticipated remediation/retrofit efforts needed to achieve the City’s energy and GHG emission reduction targets.

The project included the development of calibrated energy models to further understand each building’s energy use, energy end uses, and GHG-emitting infrastructure. In collaboration with the City of Markham, iterations of measures were generated, including options such as energy conservation, energy efficiency (including heat recovery), fuel switching (electrification), on-site renewable energy, and purchasing local renewable energy credits (RECs) for any remaining outstanding energy balance. The final report showcased four modelled retrofit roadmap options compared with the business-as-usual option, with estimated costs, savings, and return on investment (ROI) in alignment with the NZEE goal for the three facilities. This project was supported by both FCM and GICB funding.

Please find a letter of reference from Joken Chiu, the City’s Energy and GHG Analyst, attached in Appendix E.

## 2. PROJECT TEAM **QUALIFICATIONS**

### 2.1 **PROJECT MANAGER**



**Patrick Darby, P.Eng., CEM®, CMVP®, LEED® AP**  
Project Manager, Senior Carbon Specialist

Patrick’s career has contributed to the development of sustainable practices within the building industry. He has a wealth of practical knowledge from the perspective of both design and construction as well as building energy performance and sustainable practices.

Patrick has been a champion for sustainability in engineering at WalterFedy since joining the team in 2008.

Patrick integrates his mechanical engineering background with environmental advocacy to develop future-conscious solutions for his clients. As manager of our Energy and Carbon Solutions (ECS) team, he challenges people to explore new approaches to carbon reduction and energy conservation, and actively encourages clients to make savvy, green choices for their buildings. He is also the chair of Smart Energy Oxford, which has a mandate to support the county-wide goal of 100% renewable energy by 2050.

For nearly 14 years, Patrick has designed and performed on many high-profile buildings, including the University of Waterloo’s Environment 3 Building, which obtained LEED® Platinum certification. Using his understanding of current and emerging sustainable practices and design, he leads teams in developing energy audits, engineering studies, energy and greenhouse gas (GHG) planning, thermal and electrical metering, conceptual and schematic engineering design, and measurement and verification services across a diverse client sector and project base. Patrick’s technical skillset and leadership capabilities allow him to understand client needs and support short- and long-term initiatives.

### 2.2 **KEY STAFF**



**Matt Woods, B.Eng., EIT**  
Energy and Carbon Specialist, Project Coordinator

Matt is a passionate Energy and Carbon Specialist with broad experience completing energy efficiency projects in the public and private sectors. Throughout his career, he has provided his expertise on Net Zero Carbon Studies; ASHRAE Level 1, 2, and 3 Energy Audits; conservation and demand management plans; and several government grant applications. As a member of WalterFedy’s ECS group, Matt has worked on the University of Waterloo’s Climate and Energy Action Plan, Oxford County’s energy planning program, resort-wide energy planning for Blue Mountain Resorts, and energy audits for the City of Kitchener and Blue Mountain Resorts, among many others.



### **Cory Rosa, P.Eng., PMP**

#### Energy Modelling Lead

Cory is an innovator of energy-efficient solutions with 8 years of experience. His leadership skills have been developed through experience leading teams throughout his career. Cory's extensive experience includes net zero planning, carbon feasibility studies, energy audits, and engineering feasibility studies in support of long-term sustainability strategies and master plans. Cory's passion for developing energy-efficient solutions is evident in his work, and his overall mission is to work toward a prosperous and sustainable society. As a member of WalterFedy's ECS team, Cory has provided his expertise not only in energy analysis, but also through his project management of a number of projects, including numerous engineering studies, analyses, and energy models.



### **David Brodrecht, P.Eng., M.S.A.A.**

#### Geoexchange Specialist

With over 18 years of experience in the renewable energy sector and 12 years designing commercial and residential geoexchange systems, David is a leading specialist in geothermal systems. David has extensive experience conducting feasibility studies and energy audits and creating geothermal and heating, ventilation, and air conditioning (HVAC) drawings. David is also adept at energy modelling and numerical simulation using numerous computer programming languages and applications. David adds value to projects through his excellent interpersonal skills, inquisitive nature, mentorship skills, and passion for sustainability.



### **Jordan Mansfeild, M.Eng., CEM, CMVP, EIT**

#### Certified Energy Manager, Certified M&V Professional

Jordan is a seasoned energy manager with over a decade of experience improving energy efficiency and reducing carbon emissions linked to buildings infrastructure and fleet management. He excels at developing thoughtful green energy solutions and action plans, leveraging his rich background in data analysis and energy auditing to identify long and short-term opportunities for positive change. In addition to his extensive energy management experience, Jordan is also a skilled project manager. His confidence and commitment to excellence in budgeting, scheduling, and people management makes him a great addition to any project team.



### **Dave Braun, P.Eng., CCP**

#### Commissioning Specialist

Dave is an experienced mechanical engineer and commissioning professional with more than 17 years of experience. He possesses knowledge and expertise pertaining to mechanical systems; heating, ventilation, and air conditioning (HVAC) systems; heating and cooling loads; and required testing and troubleshooting. Dave has designed and commissioned building systems

for multiple project types, including institutional, commercial, industrial and residential. His experience includes the design and testing of fan coil units with integrated ventilation and heat recovery for the Toronto multi-unit residential market.



### **Doug Oliver, OAA, MRAIC, LEED® AP BD+C, Associate**

#### Architect & Building Envelope Specialist

Doug has worked closely with municipal clients on many projects developing designs which give iage and identity to the day to day processes. He is a highly accomplished architect who has distinguished himself on projects in the educational, commercial, and health care sectors, while guiding the

development of our sustainable design team. He excels at complex user group meetings to source and then provide the optimal architectural solution. His extensive project experience and long-standing application of sustainable design principles drives him to provide quality service, exceptional value, and architectural excellence for clients.



### **Andrew Portengen, P.Eng., Senior Associate**

#### Senior Mechanical Engineer

Andrew possesses proficient knowledge of the mechanical applications of the Ontario Building Code, ASHRAE 90.1, ASHRAE 62, and is experienced with AutoCAD and Revit MEP software. He has extensive experience in plumbing, fire protection, and HVAC design His experience includes mechanical design for buildings in the municipal, education, healthcare, institutional, residential,

and industrial sectors. Andrew has lent his mechanical expertise to a number of WalterFedy's high profile projects, including work for Conestoga College, the University of Guelph, and Fanshawe College.



**Tim Dietrich, P.Eng.**

Senior Electrical Engineer

Cory is an innovator of energy-efficient solutions with 8 years of experience. His leadership skills have been developed through experience leading teams throughout his career. Cory’s extensive experience includes net zero planning, carbon feasibility studies, energy audits, and engineering feasibility studies in support of long-term sustainability strategies and master plans. Cory’s passion for developing energy-efficient solutions is evident in his work, and his overall mission is to work toward a prosperous and sustainable society. As a member of WalterFedy’s ECS team, Cory has provided his expertise not only in energy analysis, but also through his project management of a number of projects, including numerous engineering studies, analyses, and energy models.



**Russ Parnell, M.A.Sc., P.Eng., Partner**

Senior Structural Engineer

Russ has over a decade of structural design and project management experience with multi-use facilities, residential developments, parking structures, post-secondary institutions, and healthcare facilities. He has experience in the design of reinforced concrete, structural steel, precast concrete, masonry, and timber structures and brings a combination of advanced technical skills, sound engineering judgment, and a practical approach to design and construction. Russ has successfully led teams in the structural design of large, complex, multi-phased projects, adding value through innovative design approaches.

**2.3 SUB-CONSULTANTS**



**ANDREW CULLEN, P.Q.S., G.S.C.**

Cost Estimator

Andrew has over two decades of experience developing successful estimates. He works with clients to collect and analyze data to assess the time, money, materials, and labour required to construct or retrofit buildings. His experience spans the municipal, commercial, industrial, multi-residential, and education sectors. Andrew is known for develop realistic estimates to help guide projects and make sure they’re completed on time and within budget.



**Benoit Rodier, P.Eng.**  
Refrigeration Specialist

Benoit Rodier, P.Eng., is currently the Director of Business Development at CIMCO Refrigeration. With over 30 years of industrial refrigeration experience, Benoit, a mechanical engineer, has been all throughout the sales, general management, and business development in the refrigeration industry. He has a strong ability to lead successful teams in achieving business objectives and meeting financial targets.

## **2.4 PROJECT ORGANIZATIONAL CHART**

Please find the project organizational chart attached in Appendix A.

## **2.5 TEAM CURRICULA VITAE**

Please find the curricula vitae of all team members listed above attached in Appendix B.



### 3. PROJECT UNDERSTANDING & METHODOLOGY TO ACHIEVE WORKPLAN

#### 3.1 PROJECT UNDERSTANDING & DESIRED OUTCOMES

WalterFedy will bring a full complement of knowledge and experience to your next phase of ongoing energy management and climate mitigation initiatives. Our understanding of the big picture goals of zero carbon transition plans paired with our practical knowledge and forward-thinking mentality uniquely position us to present the best strategies and plans to achieve greenhouse gas (GHG) reduction targets.

With the City's building portfolio, targeting GHG reductions at these facilities is an integral part of achieving the City's corporate climate action plans and GHG reduction targets. The City can leverage this opportunity to both outline pathways for seven facilities to meet GHG reduction targets and serve as a guide for future facilities to effectively plan for low carbon future as the City continues to expand.

Based on our understanding of your goals and our understanding of the City as a whole, we have developed our team and approach, highlighted by the following:

- **Comprehensive Team Structure:** Our team includes a comprehensive partnership of team members, meshing building expertise and knowledge of processes to optimize the project workflow and provide best value. This includes energy and carbon solutions professionals/engineers, mechanical engineers, electrical engineers, structural engineers, civil engineers, architects, refrigeration engineers, geothermal engineers, and asset and facilities management professionals.
- **Streamlined Reporting Technologies:** Our reproducible (dynamic) reporting technique imbeds narrative and analysis such that adjustments and feedback can be integrated and iterated in real-time.
- **Pilot Facility:** We will use a sample report paired with a pilot facility and expedited analysis to set the expectations early.
- **Funding Application Experience:** We have worked through applications on behalf of several clients including general coordination of the application, acting as the application representative, energy modelling to support the application, and development of the report sections required. We understand the requirements for these applications and how to incorporate them in to our final reporting for the City of Windsor.

- **Interactive Project Workshops:** We have developed our workshops to capture three key elements: education, collaboration, and response. In the education portion of the workshops, we'll walk the City's team through project backgrounds and new findings, sharing our observations and recommendations as we progress. We'll follow our educational portion with a brainstorming session, collecting ideas and opinions from the stakeholders interactively to create a virtual idea board. To complete the session, we'll poll the stakeholders for opinions and preferences to help shape the direction for the next scope of work. This project impacts multiple stakeholder groups within the City, and our feedback processes are designed to incorporate needs from all angles, including the following:
  - Asset management
  - Building standards
  - Engineering
  - Operations
  - Financial services
  - Recreation services
  - Sustainability teams

We understand the importance of effectively and responsibly transitioning these seven key buildings within the City's portfolio to low carbon and energy facilities. Our experience, will provide valuable insights into optimal GHG reduction strategies for each building to meet a 10-year 50% GHG reduction target, 20-year 80% GHG reduction target, and an aggressive decarbonization approach.

Our overall portfolio of energy and carbon conservation work, particularly at recreational complexes, positions us to effectively complete these plans on your behalf. Our experience and skillset, including a refrigeration specialist, geothermal engineer, and paired with our low carbon transition planning experience at recreational complexes, allows us to fully appreciate the opportunity this presents and provide the City with comprehensive strategies under each of the scenarios.

## 3.2 METHODOLOGY & EXPECTED TIMELINES

### PHASED PROJECT STRUCTURE

Based on the information provided in the RFP, our previous experience, and the knowledge of our comprehensive team, we have defined a seven-step process to execute this project:

#### MILESTONE 1- KICKOFF MEETING AND INITIAL WORKPLAN

We will conduct an initial kick-off meeting to introduce the project team, review project scope, schedule, and roles and responsibilities. WalterFedy will work with the City to collect existing drawings, O&M manuals, building condition assessments, utility data, and any changes to the building equipment that may not be captured on the documents. We will access the City's BAS to understand the current operating sequences.

#### MILESTONE 2- SITE SURVEYS

Our team will visit each project site for a ASHRAE energy audit, identifying systems and GHG reduction opportunities. We will spend time with technical staff on each site to further understand key concerns and areas of opportunity for system optimization and improvements on occupant comfort.

Our geothermal team will review the building systems for suitability to be converted to ground source heating and cooling including a review of current operating parameters and modifications required to convert systems to operate with geo-exchange.

Upon completion of the site reviews, we will analyze the data including:

- Energy consumption over the past 4 years;
- Facility upgrades that have been completed;
- Useful life and equipment analysis;
- Create demand profiles and benchmarking;

### **MILESTONE 3 - PILOT BUILDING GHG REDUCTION PATHWAY FEASIBILITY STUDY**

Using the data collected in Phase 2, we will prepare a report, summarizing the site findings and providing a preliminary list of energy conservation measures for consideration. We will present this information to the City's stakeholders in a workshop format, introducing the facility equipment in presentation form and hosting interactive feedback sessions from each group. This information will be used to form a suggested list of ECMs as we proceed through the study.

With the data collected on site, we will develop the baseline energy model, calibrated to the historical utility data as well as the BAS settings to ASHRAE 14 standards. From the model we will develop the energy and carbon end use breakdown of the building. Our team will conduct an initial assessment on the feasibility of geothermal and air-source heat pump solutions. Our electrical and structural teams will evaluate the solar PV possibilities, performing preliminary system sizing requirements, helioscope models and shadow studies as well as structural assessments for roof support where needed. Once completed, the models will be summarized in report form and provided with the report to the City for review.

Using Passive House design principles, our multidisciplinary teams will analyze each ECM option from every angle. Our analysis will include capital cost, GHG reduction, and utility costs for each measure to determine the simple payback, and NPV and utility savings using a carbon shadow price evaluation of \$300/tonne by 2030. This will provide the City with a list of recommended GHG reduction measures that will provide the best return on investment. Class C estimates will be prepared for all of the proposed equipment, considering the expected life of the existing equipment. In addition, we will complete benchmarking of key metrics between each building relative to CAGBC net zero carbon buildings, passive house, and TGS tier 4, for EUI, TEDI, and GHGI.

Although eQUEST is our primary choice for energy modelling, we have experience with many whole building energy modeling software (ex. eQUEST, CANQUEST, EnergyPlus, IES, etc.) and various sidestream analysis tools (RETScreen, Helioscope, GLD or Greensleeves (geothermal), 'R' for customized analytics, Carrier HAP, etc.) Our approach for modeling will be as follows:

1. Develop a baseline whole building energy model based on historical documents (drawings, specification, equipment details, controls sequence of operations, etc.).
2. Simulate and calibrate the baseline energy model and review the results with the City.
3. Explore measures which will contribute to achieving GHG emission reduction targets of:
  - Business as Usual (BAU)
  - A 10-year plan that achieves a minimum 50% reduction in on-site GHG emissions vs current performance.
  - A 20-year plan that achieves a minimum 80% reduction in on-site GHG emissions vs current performance.
  - An aggressive decarbonization scenario that delivers similar life cycle cost results over the study period as the minimum performance scenario but maximizes cumulative GHG reductions.
4. Once the measures/solution options are finalized with the City, develop each option in the energy model using a series of 'parametric' runs. The 'parametric' runs will modify each of the specific components (building envelope, mechanical, electrical, controls system, etc.).

5. Simulate each of the options, which will take into effect interactive effects.
6. Review the modelled results with our multidisciplinary teams.
7. Review the simulation results with the City and perform any additional iterations.
8. Complete side-stream energy analysis/modeling for specific systems (e.g., Solar PV, geothermal, etc.) and simulate results.
9. Combine the whole building energy modeling and side-stream analysis results.
10. Review results (key metrics) with the City and perform any final iterations based on feedback.
11. Finalize all key energy modeling/analysis metrics/results.
12. Archive all energy modeling files and data to be provided to the City.

We will prioritize passive house options and allow for additional iterations of the model for the facility should a capital cost for any component seem to have a significant negative effect (e.g., Perhaps there is a significant increase in cost to integrate triple-pane glazing or dynamic glazing). We will then iterate our option and adjust that parametric run to simulate the overall results in removing that specific item. We will then re-run over economic analyses. Following this process, we will finalize our decision-making criterion with the City for prioritization of options, needs, and ROI and run each option for each building through this decision-making criterion.

Using Helioscope software, our team will generate a schematic level layout of the solar PV systems. We will use aerial satellite imagery with Helioscope to determine the number of modules that can fit on to the selected area and optimize the solar array sizing. Helioscope will also be used to account for custom considerations including inter-row spacing needs as well as identify potential sources of shade and obstructions present on the roof space.

Once the study has been completed, we will prepare a draft report for City review and host an interactive workshop to collect the stakeholder's feedback and selected ECM bundles. Using this feedback, we will update our energy models with the customized retrofit solutions and incorporate lifecycle cost analysis finalizing each scenario. The scenarios and results will be updated in the draft report for the City's review and comments.

#### **MILESTONE 4 - REMAINING BUILDING GHG REDUCTION PATHWAY AUDITS**

Based on our experiences and feedback during phase 3, we will complete the studies for the remaining two buildings in parallel. These studies will be expedited using our streamlined reporting which will have incorporated all strategies and feedback from the prior phase.

At this stage we will be complete milestones 1 & 2 of the FCM agreement and have developed analysis of baseline scenarios, technical and financial analysis of GHG reduction pathways for all seven buildings.

#### **MILESTONE 5 - STAKEHOLDER PRESENTATIONS, ROADMAPS, AND FINAL REPORTS FOR ALL SITES**

In this phase, we will combine all reporting in to one report for presentation to the City's energy team as well as the broader key stakeholders in presentation form. We will walk the teams through the project from start to finish, collecting final feedback and suggestions for the roadmap sequencing.

Using the feedback collected, we will develop a full suite of literature including visual representation and roadmaps to educate all user groups. We will develop implementation strategies for the project, minimizing the impact on users and stakeholders as well as M&V plans for tracking the performance of the systems in real life operation to confirm the accuracy of our analysis and models. These materials will be submitted in a final draft report to the City and presented in a final presentation series prior to submittal of the finalized reports and documents. Additionally, we will deliver final audits and GHG reductions reports for each building outline the alignment with the FCM minimum performance requirements.



At this stage we will be complete milestones 3 & 4 of the FCM funding agreement and will have develop draft and final GHG reduction pathways feasibility studies for each building.

#### **MILESTONE 6 - ADDITIONAL REPORT ITERATION IF REQUIRED**

Leveraging the streamlined reporting technology and sensitivity analysis, we'll leave our reports open for an additional three months for iterations of key input variables. This will allow the City to observe the impacts of these variables should something change after the final version of the report is completed.

#### **MILESTONE 7 -PRESENTATIONS**

In this phase, WalterFedy will attend an external capacity building workshop with external stakeholders to outline the draft plan and attend a final presentation to City Council.

#### **STRATEGIES FOR TODAY AND TOMORROW**

Building a framework for implementation over time requires the use of leading-edge technology without restricting those options to any specific technology. As sustainable equipment and renewable energy sourcing evolves, there will be options available in 10 years that we can't fully appreciate now. Our design strategy will be an optimal balance of general intent and technologies readily available now and the near future while allowing for flexibility for future adjustments.

#### **STREAMLINED REPORTING TECHNOLOGIES AND REPORT PREPARATION**

Our reports will be completed using the concept of reproducible (dynamic) reporting. In a reproducible report, both the narrative and the analysis are written together. Changes made in the narrative or analysis in one section of the project cascade through subsequent sections, generating a fully updated version of the report in real time. This process allows for quick report iterations to be generated and eliminates the cut and paste errors that are typical of other methods. The software WalterFedy uses for this approach and analysis are LaTeX (typesetting) and R (programming language).

Given this advanced use of report preparation, the pilot facility's report will be expedited and created first, with the sections being populated in this logical order:

1. The draft of the pilot facility will be reviewed in detail with the City's team to ensure our expectations are aligned. A final report will be issued incorporating any changes following this review process.
2. The remaining facilities will be completed together as defined in the agreed-upon schedule. Each facility will be completed using the same methodology outlined above.

## PROJECT MANAGEMENT APPROACH

Every great project starts with a structured, well-executed plan with strong project management, risk mitigation, and planning. Our past experiences have given us strong foundational knowledge of the municipal sector, your needs, and a strong understanding of your existing state. Our approach to meet the stated objectives and deliverables within the RFP includes a detailed work plan, phasing, meetings, consultation process, coordination, budget requirements, deliverables, and schedule.

Our broad experience in developing capital plans to assist our municipal clients to move towards financial asset sustainability while balancing regulator compliance has allowed us to tailor an approach that further looks to reduce GHG and energy intensity.

Some key approaches we have learned that apply to civic, municipal, regional, housing, or other public buildings include the following:

- Gaining a strong understanding of approval processes – including internal management, council, and budget timelines – ensures that the implementation plans for your project are realistic and achievable.
- Ensuring expectations on Key Performance Indicators (KPIs) and decision-making criteria are established and understood by all stakeholders early in the process is essential. We'll educate your team throughout the project to bridge some of the negative financial/economic perceptions related to implementing GHG emission or energy reduction projects.
- Including and brainstorming solutions with the City stakeholders is important to incorporate perspectives from building operators, user-group managers, and internal energy and asset management groups. This approach will support an organization-wide buy-in and ensure that all City staff and any stakeholders are equally engaged and committed to the low carbon solution.
- Defining assumptions as they relate to escalation of utility costs will help to clearly delineate impacts on life cycle costs. For example, a projection of \$170/tonne of carbon price by 2030 will increase natural gas costs significantly (>100–120%).

## STRATEGIES TO MAINTAIN AND IMPROVE PROJECT TIMELINES

WalterFedy will maintain and optimize project timelines through our project management processes. Our team will hold regular project progress meetings to discuss status, risks, challenges, and share findings on an ongoing basis. These regular meetings will be used to proactively identify any risks to the schedule or analysis early on in the process, and determine the appropriate path forward to address the risk. Our project management approach to effectively and efficiently follow the defined scope of work while controlling the project scope, cost, schedule, and quality, involves the following processes:

- We have carefully planned our execution strategy for this project and will carry that schedule into the kickoff meeting, incorporating any necessary adjustments and creating a framework for our process.
- We'll hold weekly internal reviews and regularly scheduled meetings with the City to proactively manage the schedule, reviewing for critical path items, optimizing timelines where possible, and monitoring tasks occurring in parallel.
- The use of the pilot facility will establish a standard for the deliverables and set the project expectations prior to completing the bulk of the portfolio. This strategy optimizes the deliverables early on, minimizing mass re-working and creating project efficiency and consistency to prepare the remaining reports in parallel.
- We use a systematic structure to execute the project and assign leads and back-ups to ensure the schedule will be maintained and consistency in our delivery.
- Consistent communication between the City and WalterFedy, and other applicable stakeholders, creates efficiencies in project decisions and fosters collaboration.

- Streamlined reporting technologies (with dynamic variables and inputs) allow for on-the-spot adjustments which are propagated throughout the report instantly through the use of coding and models.
- Our continuous feedback loop ensures we are taking the goals and priorities of the City into account throughout the process.
- The nature, scale, and diversity of our WalterFedy team (over 200 professionals across ECS; architecture; mechanical, electrical, structural, and civil engineering; and support staff) means we have a scalable team, removing the risk of availability of any individual. Our approach includes a consistent structure that allows us to add back-up leads efficiently to a process if we are required to adjust resource assignments or an individual becomes unavailable throughout the project.

Our schedule management approach focuses on identifying risks and developing proactive mitigation measures. In the case of unforeseen risks, we'll proactively manage the schedule on a weekly basis to quickly address any issues and adjust the process by using schedule crashing, additional resources, and adjusting the sequence of workflow to address these issues. Our risk mitigation strategies include the following:

- Our pilot facility approach (completing one facility first) ensures we set clear expectations from the beginning with the City. This process eliminates any concerns with scaled delivery of deliverables. In addition, we're able to streamline the feedback process.
- Our internal Integrated Quality Management (IQM) process ensures high visibility on critical path and potential roadblock items. This allows for clear sightlines and actions to take place to address or mitigate any items or delays.
- Should any unforeseen circumstance occur on the City's side, our first step will be to communicate the issue to your team, and secondly to communicate options to address the issue. Our approach includes timely identification and discussions to enable us to address issues as quickly as possible and develop a solution that best meets your needs. Our business model is client-focused, and we'll ensure we continuously understand both your big picture and granular priorities.

## ANTICIPATED PROJECT RISKS

We have identified the following risks (controllable and uncontrollable) based on our experience successfully delivering projects of a similar scope as well as mitigation measures. This early identification allows us to create a workplan that effectively manages risk to the scope and schedule through communication.

As part of project kickoff, we'll hold an additional brainstorming session to further identify potential project risks and refine our mitigation strategy, which will then be formalized in a project charter. Each risk will be tracked throughout the project and actions to mitigate will both be planned and actioned in an ad-hoc fashion when applicable.

## CONTROLLABLE RISKS

**Feedback and Workshop Planning:** When planning with a diverse group of stakeholders, obtaining feedback can be challenging and time consuming. Our Project Manager, Patrick Darby, will plan all interactive activities up front, allowing us to identify any slippage and make adjustments so the overall schedule is not impacted.

**Expectations on Content Review:** Our communication approach ensures we establish and confirm expectations with the City and what a typical deliverable will include. This process sets a standard at the beginning of the process, so the final deliverables are completed as per the schedule and aren't delayed due to misaligned expectations.

**Project Personnel:** The nature, scale, and diversity of our team means we have a depth of resources to draw on, thereby removing the risk of availability of any individual. Our approach includes a consistent structure that allows us to add back-up leads efficiently to a process if we are required to adjust resource assignments or groupings throughout the project.

**Operator/Staff Participation:** Our continuous engagement and education is designed to help staff and operators understand the significance of the changes made to the building and strategies for increased comfort and simplified operation while reducing energy and GHG emissions. This level of staff engagement will help to ensure that the operational intents are continued well beyond the life of the project.

**Reliable Data for Funding Applications:** Funding programs often require detailed energy and carbon calculations to be conducted and aligned to each program's unique requirements. Our team has been actively involved in the completion of more than 10 grant/funding applications for clients this past year, providing all the technical information needed in the correct format, as well as suggestions for detailed narratives. Our experience with these applications provides us with a clear understanding of what you need for your supporting documentation, and we'll ensure that this information is included in your reports.

### UN-CONTROLLABLE RISKS

**Delay in Responsiveness from the City:** We look forward to establishing a productive and collaborative relationship with your team. As mentioned above, our consistent communication plan will include action items and tasks for the City's team, and will include follow-up on these items. To manage unforeseen emergencies on your team's part, we have planned for this by allotting a 5 to 10% schedule contingency of our time throughout this project. This allows us to remain flexible and dynamic should the City be delayed for any unforeseen reason.

**Changing Utility Landscape and Project Drivers:** We recognize that potential key project metrics and drivers can change depending on advancements in climate change standards and best practices. These could change based on mandates at the City or beyond the lifetime of the project. To mitigate this risk and potential inconsistencies with our content, we employ flexible reproducible reporting where key inputs and metrics are dynamic variables that can be updated quickly, and the results are updated throughout the report automatically.

### QUALITY ASSURANCE & QUALITY CONTROL (QA/QC)

Our internal Integrated Quality Management (IQM) process will ensure the accuracy of our final product. Our IQM process has three components, each equally integral to its continued success: prevention, quality control, and continuous improvement. Our prevention program is designed to eliminate errors or omissions from being made by providing continuous training opportunities, as well as continuous development of our processes and procedures, ensuring that our work is completed in a planned, logical, and consistent manner. Our quality control process includes reviews of work, known internally as "QA checkpoints," with the intent of catching and correcting any issues before they impact the project schedule or budget. Our QA checkpoints are done on a two-tier system, first with another Energy Analyst and a final QA with our Practice Lead.

### 3.3 PRELIMINARY COST

The fees listed below include the preliminary cost to conduct and complete a Site Investigation, Energy Model, and GHG Reduction Pathway Scenarios for each of the noted facilities.

Scope of Work Item	Fee
Don Shepherdson Memorial Arena	\$19,000.00
Shelley Herbert-Shea Memorial Arena	\$17,500.00
Waterfront Pool and Fitness Centre	\$14,000.00
Dymond Complex	\$12,000.00
City Hall	\$10,000.00
New Liskeard Public Works Garage	\$7,500.00
Riverside Place	\$7,500.00
Haileybury Public Works Garage	\$7,500.00
<b>Subtotal</b>	<b>\$95,000</b>
Tax (13%)	\$12,350.00
<b>Total with Tax</b>	<b>\$107,350.00</b>

### 3.4 EXPECTATIONS OF CITY STAFF

The following is a list of items required of City Staff:

- Participate in gathering of information requests including:
  - Historical Utility Data (36 months)
    - Electricity Monthly (kWh)
    - Electricity Interval Data (if available)
    - Natural Gas Monthly (m3)
  - Sample utility bills (electricity and natural gas)
  - Historical Drawings (ARCH, MECH, ELEC, STRUCT, CIVIL, SITE PLAN, etc.)
  - Any previous reports for the facilities (Energy Audits, Building Condition Assessments, etc.)
    - Including asset inventory if available
  - Remote access to the BAS(s) (if available)
  - Any relevant corporate reports or other relevant big picture information
- Coordination of City stakeholders.
- Participation in site walkthroughs.
- Completion of content/deliverable reviews.
- Active participation in workshop events.
- Articulating historical context leading up to this project.
- Discussion of City specific considerations.
- Be excited, open, and honest!

Turn around time on content and deliverable reviews can be discussed and managed. Our typical expectation is approximately 1-2 weeks.

### **3.5 TIME TASK MATRIX**

Please find a the itemized work plan Time Task Matrix attached in Appendix C.

### **3.6 GANTT CHART**

Please find a the Gantt Chart attached in Appendix D.

### **3.7 EXPECTATIONS OF CITY STAFF**

We have provided a list of value-added services that are included in the project at no additional cost, and others at an additional fee.

#### **3.7.1 STREAMLINED REPORTING TECHNOLOGIES AND REPORT PREPARATION (NO ADDITIONAL COST)**

The reports will be completed utilizing the concept of reproducible (dynamic) reporting. In a reproducible report, both the narrative and the analysis are written together. Changes made in the narrative or analysis in one part of the project cascade through subsequent parts, generating a fully updated version of the report. This process allows for quick report iterations to be generated and eliminates the cut and paste errors that are typical of other methods. The software used for this approach and analysis are LaTeX (typesetting) and R (programming language). Our value add will include an additional iteration of the 100% report for a period of 1 to 2 months after final sign off. This will allow updating of any key input variables (e.g., discount rate, cost escalation factors, etc.) based on updated information.

#### **3.7.2 SENSITIVITY ANALYSIS (NO ADDITIONAL COST)**

Leveraging the streamlined reporting technology as part of our report, we'll include a sensitivity analysis of key decision-making metrics. The sensitivity of these metrics will be evaluated and plotted in tables/figures with respect to key input variables.

#### **3.7.3 ADDITIONAL REPORT ITERATIONS (NO ADDITIONAL COST)**

Leveraging the streamlined reporting technology and sensitivity analysis, we'll leave our reports open for an additional three months for iterations of key input variables. This will allow the City to observe the impacts of these variables should something change after the final version of the report is completed.

#### **3.7.4 GRANTS APPLICATIONS (ADDITIONAL FEE)**

Our ECS team is well versed in the many available energy savings grants both federally and provincially. Upon completion of the design documents, our team can apply for grants on behalf of the City, managing the content and communications with the grant provider.

#### **3.7.5 POWER BI DYNAMIC DASHBOARD - (ADDITIONAL FEE)**

As a result of our dynamic and reproducible analysis and modeling methodology using R programming language, this will leave us well-positioned to develop a user-friendly web-based platform using Microsoft Power BI. Microsoft Power BI and R programming language have integrating capabilities which will allow us to integrate our modeling methodologies between our energy audit reports and the web-based platform and develop dynamic data visualizations. A demonstration can be provided upon request.



### **3.8 CLIENT REFERENCES**

The following reference contacts have been selected for their involvement in our provided Project Experience profiles, which can be found on pages 6 to 8 of this proposal document, containing detailed descriptions of the services provided for each as well as relevant dates, values, and metrics.

#### **CITY OF MARKHAM — ENERGY AUDITS AND CARBON NEUTRAL ROADMAP**

**Joken Chiu**

*Energy & GHG Analyst, Sustainability & Asset Management*

905-477-7000 | [jchiu@markham.ca](mailto:jchiu@markham.ca)

#### **CITY OF BRAMPTON — RECREATION CENTRE ENERGY RETROFIT FEASIBILITY STUDIES**

**Junaid Iqbal**

*Project Coordinator, Energy Management*

905-874-2000 | [junaid.iqbal@brampton.ca](mailto:junaid.iqbal@brampton.ca)

#### **CITY OF KITCHENER — ENERGY AUDITS, FEASIBILITY STUDIES, & DEEP CARBON RETROFIT**

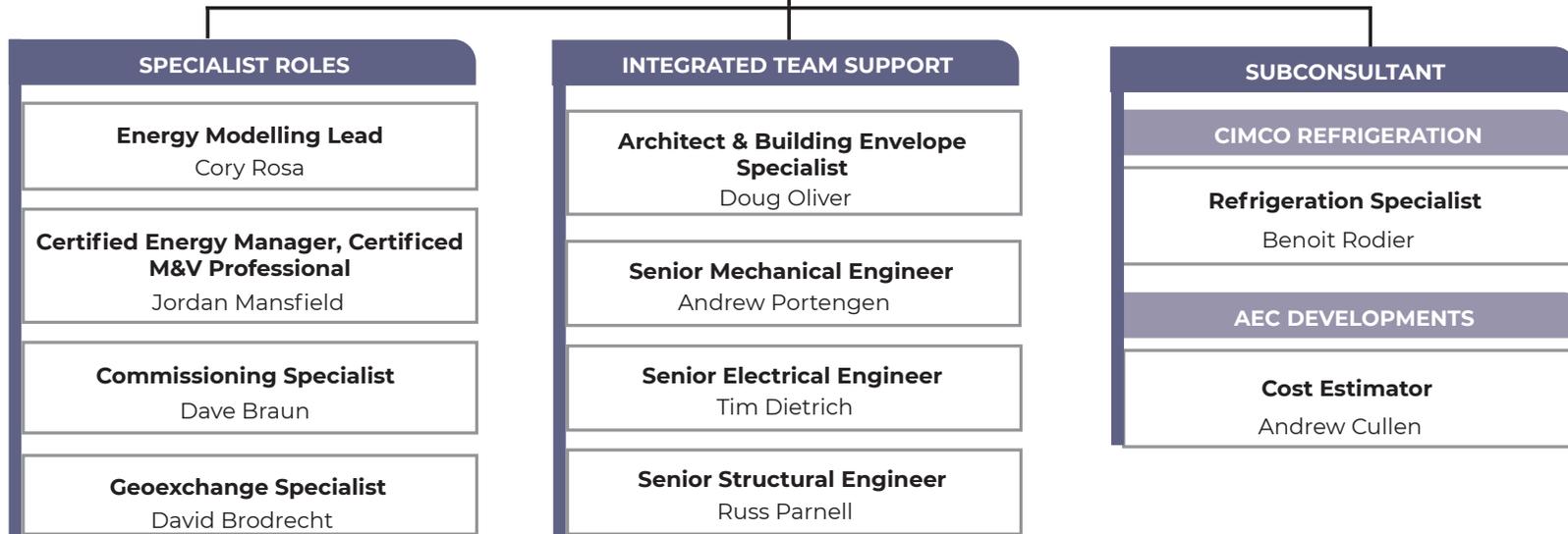
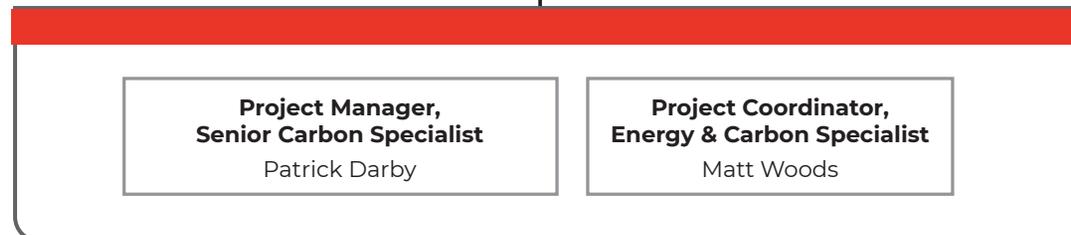
**Asad Qureshi**

*Director, Facilities Management, Infrastructure Services*

519-741-2600 Ext. 4424 | [asad.qureshi@kitchener.ca](mailto:asad.qureshi@kitchener.ca)

APPENDIX A

**ORGANIZATIONAL CHART**



APPENDIX B  
**CURRICULA VITAE**

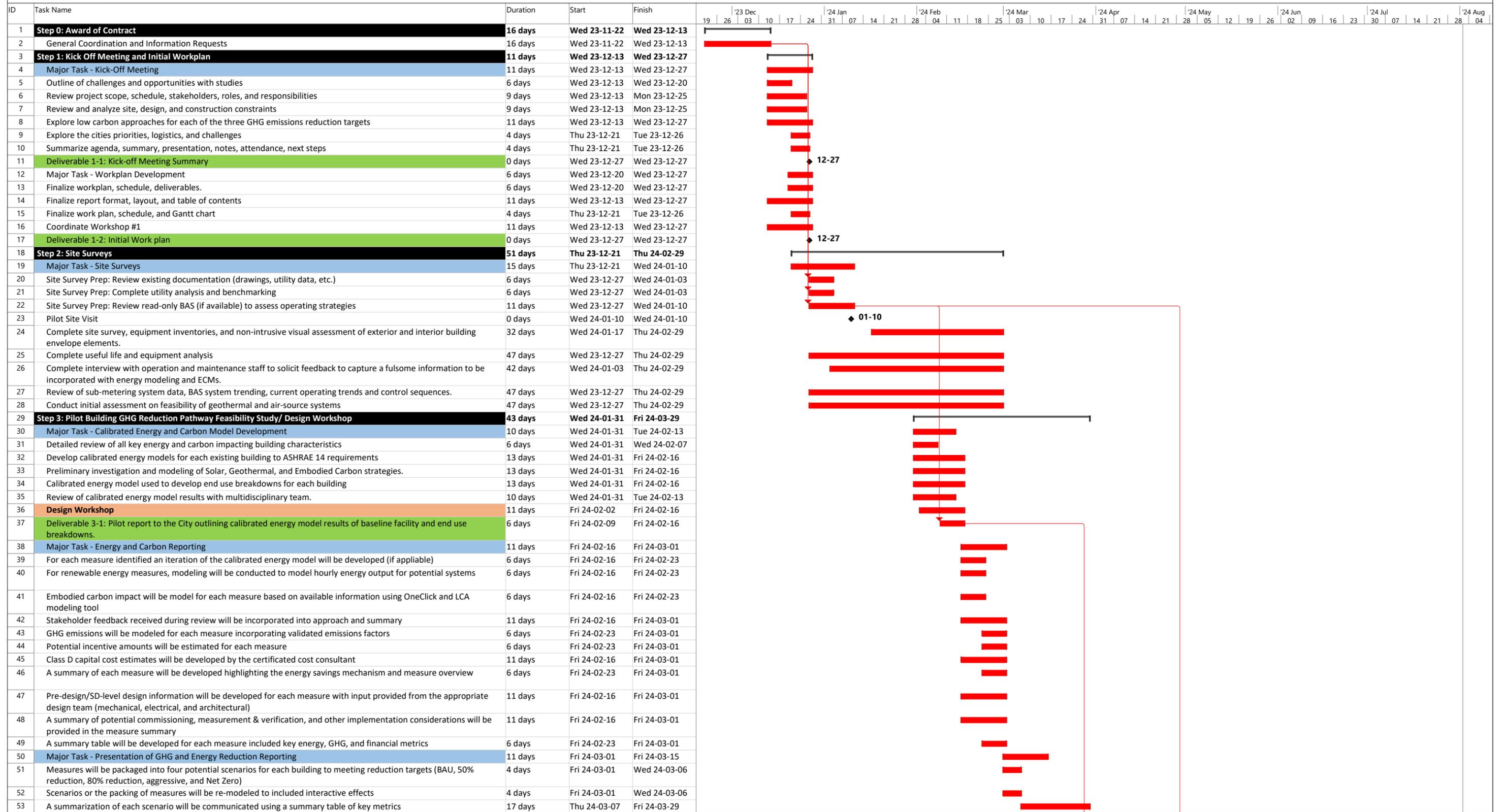
APPENDIX C  
**TIME TASK MATRIX**

Work Plan - Time Task Matrix

Milestones & Tasks	Patrick Darcy Lead Project Manager/ Carbon Specialist	Matt Woods Project Coordinator /Energy & Carbon EIT	Cory Rosa Energy Modeling Specialist	David Brodrecht Senior Geothermal Engineer	Doug Oliver Building Scientist/ Architect	Andrew Potlanger Senior Mechanical Engineer	Tim Dietrich Electrical Engineer	Russ Parnell Structural Engineer	Andrew Cullen Costing Expert PQS	Benoit Rodier, CIMCO Refrigeration
<b>General</b>										
<b>Step 0: Award of Contract</b>										
General Coordination and Information Requests	3	3	0	3	0					
<b>Major Task - Kick-Off Meeting</b>										
Outline of challenges and opportunities with studies	3	3	3	3	3	3	3	3	0	3
Review project scope, schedule, stakeholders, roles, and responsibilities	2	1	1	0	1	1	0	0	0	0
Review and analyze site, design, and construction constraints	2	0	2	2	2	2	0	0	0	0
Explore low carbon approaches for each of the three GHG emissions reduction targets	3	3	3	0	0	0	0	0	0	0
Explore the Town's priorities, logistics, and challenges	3	0	1	1	1	1	1	1	0	0
Summarize agenda, summary, presentation, notes, attendance, next steps	0	3	0	0	0	0	0	0	0	0
Deliverable 1-1: Kick-off Meeting Summary										
<b>Major Task - Workplan Development</b>										
Finalize workplan, schedule, deliverables.	3	6	0	0	0	0	0	0	0	0
Finalize report format, layout, and table of contents	0	0	3	0	0	0	0	0	0	0
Finalize work plan, schedule, and Gantt chart	0	6	0	0	0	0	0	0	0	0
Coordinate Workshop #1	0	3	0	0	0	0	0	0	0	0
Deliverable 1-2: Initial Work plan										
<b>Major Task - Site Survey</b>										
Site Survey Prep: Review existing documentation (drawings, utility data, etc.)	3	0	12	3	3	3	3	3	0	3
Site Survey Prep: Complete utility analysis and benchmarking	0	0	3	0	0	0	0	0	0	0
Site Survey Prep: Review read-only BAS (if available) to assess operating strategies	3	0	6	0	0	0	0	0	0	0
Complete site survey, equipment inventories, and non-intrusive visual assessment of exterior and interior building envelope elements.	0	0	40	40	0	0	0	0	0	0
Complete useful life and equipment analysis	0	0	6	0	0	0	0	0	0	0
Complete interview with operation and maintenance staff to solicit feedback to capture a fulsome information to be incorporated with energy modeling and ECMS.	6	0	6	6	6	6	6	6	6	0
Review of sub-metering system data, BAS system trending, current operating trends and control sequences.	3	0	20	20	0	0	0	0	0	0
Conduct initial assessment on feasibility of geothermal and air-source systems	0	0	0	3	0	0	0	0	0	0
<b>Step 2: Calibrated Modelling of Existing Facility</b>										
<b>Major Task - Calibrated Energy and Carbon Model Development</b>										
Detailed review of all key energy and carbon impacting building characteristics	0	3	3	3	3	3	3	3	0	6
Develop calibrated energy model of existing building to ASHRAE 14 requirements	0	6	50	10	0	0	0	0	0	0
Preliminary investigation and modeling of Solar, and Geothermal strategies.	0	0	0	3	0	0	0	3	0	0
Calibrated energy model used to develop end use breakdowns	3	0	6	0	3	3	3	3	0	3
Review of calibrated energy model results with multidisciplinary team.	3	0	3	3	3	3	3	3	0	3
Deliverable 2-1: Report provided to the Town outlining calibrated energy model results for baseline facility and end use breakdowns.										
<b>Step 3 - Integrated Design Workshop</b>										
<b>Major Task - Integrated Design Workshop Material Development</b>										
Develop a list of energy and carbon reduction measures for each building to be investigated	0	3	3	3	3	3	3	3	0	3
Evaluate potential co-benefits of each measure	0	0	0	3	3	3	3	3	0	3
Summarize the alignment of measure with the Town's overarching GHG reduction goals	0	3	0	0	0	0	0	0	0	0
Identify potential funding opportunities for each measure	3	3	3	0	0	0	0	0	0	0
Highlight key equipment capital renewable timelines and potential alignment opportunities for best value	0	0	3	3	0	0	0	0	0	0
Provided decarbonation education information including but not limited to, introduction to operational carbon, embodied carbon, and applicable energy standards.	0	0	6	0	0	0	0	0	0	0
Early indication of preferred of measures	6	0	6	6	0	0	0	0	0	0
Develop workshop material tailored unique energy systems	3	12	0	0	0	0	0	0	0	0
Integrated Design Workshop	12	0	12	12	12	12	12	0	0	0
Deliverable 3-1: Workshop Material										
<b>Step 4 - Measure Analysis</b>										
<b>Major Task - Energy &amp; Carbon Reporting/ Analysis</b>										
For each measure identified for analysis in the integrated design workshop stage a iteration of the calibrated energy model will be developed (if applicable)	3	12	40	40	0	0	0	0	0	0
For renewable energy measures, modeling will be conducted to model hourly energy output for potential systems	0	0	6	0	0	0	3	0	0	0
Stakeholder feedback received during integrated design workshops will be incorporated into measure approach and summary	0	9	0	0	0	0	0	0	0	0
GHG emissions will be modeled for each measure incorporating validated emissions factors	0	0	6	0	0	0	0	0	0	0
Potential incentive amounts will be estimated for each measure	1	2	2	2	2	2	0	0	0	0
Class D capital cost estimates will be developed by the certificated cost consultant	0	3	0	0	0	0	0	0	24	3
A summary of each measure will be developed highlighting the energy savings mechanism and measure overview	0	0	0	0	0	0	0	0	0	0
Pre-design/SD-level design information will be developed for each measure with input provided from the appropriate design team (mechanical, electrical, and architectural)	6	8	8	8	8	8	8	8	0	3
A summary of potential commissioning, measurement & verification, and other implementation considerations will be provided in the measure summary	0	3	3	0	0	0	0	0	0	0
A summary table will be developed for each measure included key energy, GHG, and financial metrics	0	0	3	0	0	0	0	0	0	0
<b>Step 5 - GHG Reduction Scenarios</b>										
<b>Major Task - Presentation of GHG Scenarios and Energy Reduction Reporting</b>										
Measures will be packaged into the identified potential scenarios to meet reduction targets	1	2	4	4	1	1	1	1	0	0
Scenarios or the packing of measures will be re-modeled to included interactive effects	1	2	4	4	0	0	0	0	0	0
A summarization of each scenario will be communicated using a summary table of key metrics	1	2	4	4	0	0	0	0	0	0
Each scenario will be compared using four key visual graphs comparing electricity consumption, natural gas consumption, utility costs, and GHG emissions.	3	3	0	0	0	0	0	0	0	0
SWOT or similar analysis to be completed to highlight the differences between each scenario	6	3	0	0	0	0	0	0	0	0
Evaluation of each scenarios ability to meet GHG reduction targets will be evaluated and displayed using a data visualization	3	3	0	0	0	0	0	0	0	0
<b>Step 6 - Deliverables</b>										
<b>Major Task - Energy Reporting</b>										
Summarization of study results in report format	6	9	12	0	0	0				
Deliverable 6-1: Draft report sent to the Town for their review (75% report)										
<b>Step 7 - Decision-Making Workshop</b>										
<b>Major Task - Presentation of GHG and Energy Reduction Reporting</b>										
Generation of presentation information for all pathways	3	6	0	0	0					
Decision-making workshop	12	12	0	12	12					
Deliverable 7-1: Draft report sent to the Town for their review (90% report) and workshop material										
<b>Step 8 - Final Report and Presentation</b>										
<b>Major Task - Presentation of GHG and Energy Reduction Reporting</b>										
Report to be updated based on the feedback from the Town	3	3	6							
Generation of final presentation information	3	3	0							
Final Presentation	6	6	6							
Deliverable 8-1: Final report (100% reports) sent and all hourly output files provided in csv format for all simulation outputs for each scenario/iteration.										
<b>Total Hours per Person</b>	116	143	299	201	66	54	52	40	30	30
<b>Total Hours</b>	1031									

Jordan Mansfield. will utilize a portion of the hours allocated to Cory Rosa. Dave Braun will utilize a portion of the hours allocated to David Brodrecht. This will be finalized upon project kickoff. This strategy is considerate of specific buildings skills required and flexibility as we work through our resource strategies.

APPENDIX D  
**GANTT CHART**





City of Temiskaming Shores  
RFP - 005-2023 Building Decarbonization Feasibility Study

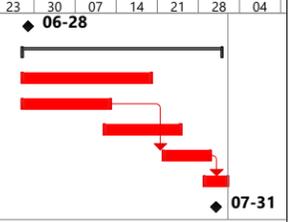


ID	Task Name	Duration	Start	Finish	Timeline (2023-2024)																																					
					'23 Dec				'24 Jan				'24 Feb				'24 Mar				'24 Apr				'24 May				'24 Jun				'24 Jul				'24 Aug					
					19	26	03	10	17	24	31	07	14	21	28	04	11	18	25	03	10	17	24	31	07	14	21	28	05	12	19	26	02	09	16	23	30	07	14	21	28	04
54	Each scenario for each building will be compared using four key visual graphs comparing electrical consumption, natural gas consumption, utility costs, and GHG emissions.	17 days	Thu 24-03-07	Fri 24-03-29																																						
55	SWOT or similar analysis to be completed to highlight the differences between each scenario	17 days	Thu 24-03-07	Fri 24-03-29																																						
56	Evaluation of each scenarios ability to meet GHG reduction targets will be evaluated and displayed using a data visualization	13 days	Wed 24-03-13	Fri 24-03-29																																						
57	Deliverable 3-2: Pilot draft report sent to the City for their review (80% report)	0 days	Fri 24-03-29	Fri 24-03-29																																						
58	<b>Step 4: Remaining Building GHG Reduction Pathway Audits</b>	<b>45 days</b>	<b>Mon 24-04-01</b>	<b>Fri 24-05-31</b>																																						
59	Major Task - Calibrated Energy and Carbon Model Development	20 days	Mon 24-04-01	Fri 24-04-26																																						
60	Detailed review of all key energy and carbon impacting building characteristics	7 days	Mon 24-04-01	Tue 24-04-09																																						
61	Develop calibrated energy models for each existing building to ASHRAE 14 requirements	16 days	Mon 24-04-01	Mon 24-04-22																																						
62	Preliminary investigation and modeling of Solar, Geothermal, and Embodied Carbon strategies.	9 days	Tue 24-04-09	Fri 24-04-19																																						
63	Calibrated energy model used to develop end use breakdowns for each building	1 day	Wed 24-04-17	Wed 24-04-17																																						
64	Review of calibrated energy model results with multidisciplinary team.	1 day	Wed 24-04-17	Wed 24-04-17																																						
65	electrical impact investigation to be conducted and incorporated into modeling approach for baseline buildings and proposed measures.	9 days	Tue 24-04-09	Fri 24-04-19																																						
66	Further weather impact investigation to be conducted using Climate Atlas weather projection data or similar to model change and in HDD and CDD and potential impact.	1 day	Wed 24-04-17	Wed 24-04-17																																						
67	Presentation to key stakeholder on calibrated energy model results, most impactful end uses and GHG emissions sources for each building.	10 days	Wed 24-04-17	Tue 24-04-30																																						
68	Deliverable 4-1: Report for each building provided to the City outlining calibrated energy model results for baseline facilities and end use breakdowns.	0 days	Tue 24-04-30	Tue 24-04-30																																						
69	Major Task - Energy and Carbon Reporting	21 days	Wed 24-04-24	Wed 24-05-22																																						
70	For each measure identified an iteration of the calibrated energy model will be developed (if applicable)	16 days	Wed 24-04-24	Wed 24-05-15																																						
71	For renewable energy measures, modeling will be conducted to model hourly energy output for potential systems	16 days	Wed 24-04-24	Wed 24-05-15																																						
72	Embodied carbon impact will be model for each measure based on available information using OneClick and LCA modeling tool	16 days	Wed 24-04-24	Wed 24-05-15																																						
73	Stakeholder feedback received during integrated design workshops will be incorporated into measure approach and summary	21 days	Wed 24-04-24	Wed 24-05-22																																						
74	GHG emissions will be modeled for each measure incorporating validated emissions factors	6 days	Wed 24-05-15	Wed 24-05-22																																						
75	Potential incentive amounts will be estimated for each measure	6 days	Wed 24-05-15	Wed 24-05-22																																						
76	Class D capital cost estimates will be developed by the certificated cost consultant	21 days	Wed 24-04-24	Wed 24-05-22																																						
77	A summary of each measure will be developed highlighting the energy savings mechanism and measure overview	6 days	Wed 24-05-15	Wed 24-05-22																																						
78	Pre-design/SD-level design information will be developed for each measure with input provided from the appropriate design team (mechanical, electrical, and architectural)	21 days	Wed 24-04-24	Wed 24-05-22																																						
79	A summary of potential commissioning, measurement & verification, and other implementation considerations will be provided in the measure summary	21 days	Wed 24-04-24	Wed 24-05-22																																						
80	A summary table will be developed for each measure included key energy, GHG, and financial metrics	6 days	Wed 24-05-15	Wed 24-05-22																																						
81	Major Task - Presentation of GHG and Energy Reduction Reporting	6 days	Wed 24-05-22	Wed 24-05-29																																						
82	Measures will be packaged into four potential scenarios for each building to meeting reduction targets (BAU, 50% reduction, 80% reduction, aggressive, and Net Zero)	4 days	Wed 24-05-22	Mon 24-05-27																																						
83	Scenarios or the packing of measures will be re-modeled to included interactive effects	4 days	Wed 24-05-22	Mon 24-05-27																																						
84	A summarization of each scenario will be communicated using a summary table of key metrics	3 days	Tue 24-05-28	Thu 24-05-30																																						
85	Each scenario for each building will be compared using four key visual graphs comparing electrical consumption , natural gas consumption, utility costs, and GHG emissions.	3 days	Tue 24-05-28	Thu 24-05-30																																						
86	Scenario performance relative to CAGBC net zero carbon buildings, passive house, BC energy step code, and TGS tier 4. For EUI, TEDI, and GHGI	6 days	Wed 24-05-22	Wed 24-05-29																																						
87	SWOT or similar analysis to be completed to highlight the differences between each scenario	3 days	Tue 24-05-28	Thu 24-05-30																																						
88	Evaluation of each scenarios ability to meet GHG reduction targets will be evaluated and displayed using a data visualization	5 days	Mon 24-05-27	Fri 24-05-31																																						
89	Develop a list of energy and carbon reduction measures for each building to be investigated	1 day	Mon 24-05-27	Mon 24-05-27																																						
90	Evaluate potential co-benefits of each measure	5 days	Mon 24-05-27	Fri 24-05-31																																						
91	Summarize the alignment of measure with the City's overarching GHG reduction goals	5 days	Mon 24-05-27	Fri 24-05-31																																						
92	Identify potential funding opportunities for each measures	5 days	Mon 24-05-27	Fri 24-05-31																																						
93	Highlight key equipment capital renewable timelines and potential alignment opportunities for best value	5 days	Mon 24-05-27	Fri 24-05-31																																						
94	Provided decarbonation education information including but not limited to, introduction to operational carbon, embodied carbon, and applicable energy standards.	5 days	Mon 24-05-27	Fri 24-05-31																																						
95	Early indication of preferred of measures at each site	5 days	Mon 24-05-27	Fri 24-05-31																																						
96	<b>Step 5 - Decision-making Workshop/ Decarbonization Reports</b>	<b>20 days?</b>	<b>Mon 24-06-03</b>	<b>Fri 24-06-28</b>																																						
97	Major Task - Integrated Design Workshop	5 days	Mon 24-06-03	Fri 24-06-07																																						
98	Deliverable 5-1: Workshop Material	8 days	Mon 24-06-03	Wed 24-06-12																																						
99	Decision-making Workshop	8 days?	Mon 24-06-03	Wed 24-06-12																																						
100	Updates to draft reports based on workshop review	20 days	Mon 24-06-03	Fri 24-06-28																																						

Project: 2023-0734-01-Temiskaming\_Shores\_Gantt  
Date: Sat 23-10-21

Task Milestone Summary

ID	Task Name	Duration	Start	Finish	Timeline (2023 Dec to 2024 Aug)																																															
101	Deliverable 5-2: Draft reports sent to the City for each building for their review (90% reports)	0 days	Fri 24-06-28	Fri 24-06-28	[Timeline grid]																																															
102	Step 5 - Stakeholder Presentations, Roadmaps, and Final Reports for all sites	24 days	Fri 24-06-28	Wed 24-07-31	[Timeline grid]																																															
103	Major Task - Presentation of GHG and Energy Reduction Reporting	16 days	Fri 24-06-28	Fri 24-07-19	[Timeline grid]																																															
104	Review of draft reports by the City	11 days	Fri 24-06-28	Fri 24-07-12	[Timeline grid]																																															
105	Generation of presentation information for all buildings and roadmaps	9 days	Fri 24-07-12	Wed 24-07-24	[Timeline grid]																																															
106	Decision-making workshop	6 days	Mon 24-07-22	Mon 24-07-29	[Timeline grid]																																															
107	Updates to reports based on decision-making workshop review	4 days	Mon 24-07-29	Thu 24-08-01	[Timeline grid]																																															
108	Step 5-1: Final reports sent to the City for each building (100% reports) and presentation material	0 days	Wed 24-07-31	Wed 24-07-31	[Timeline grid]																																															



APPENDIX E  
**REFERENCE LETTERS**



April 25, 2023  
University of Guelph  
50 Stone Road East  
Guelph, Ontario  
N1G 2W1

**Re: Project No. 504098 – Request for Proposal: Building Energy Audits**

Dear Sir/Madam,

I am pleased to provide you this letter of reference for WalterFedy. WalterFedy was contracted to complete feasibility studies for three of our buildings (Centennial Community Centre, Thornhill Community Centre, and RJ Clatworthy Arena).

The studies were net zero energy emissions studies with the goal of developing a roadmap to retrofit the buildings to net zero energy emissions. They visited the sites, contacted a third party to conduct airtightness testing, developed various energy and GHG savings measures, then bundled the measures into net zero emissions scenarios for evaluation. Scenarios were recommended to us based on the specific goals we wanted to achieve for each building.

Throughout this project, WalterFedy maintained the agreed upon timelines, clear lines of communication with our project team, and the project budget. They made every effort to ensure our goals were met, and we were extremely happy with the end result. In fact, we are now implementing the very recommendations from the studies.

Their project team is extremely knowledgeable, professional, and dedicated. I would not hesitate to work with them again.

Yours sincerely,

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

**Joken Chiu, CEM**  
Energy & GHG Analyst, Sustainability & Asset Management  
City of Markham  
101 Town Centre Blvd  
Markham, ON L3R 9W3  
[jchiu@markham.ca](mailto:jchiu@markham.ca)  
905-477-7000 x3842



To whom it may concern,

It is with great pleasure that we provide you with this letter of reference for WalterFedy.

At the City of Kitchener, we have a plan towards Net Zero by 2050. As part of the activities under this plan, WalterFedy recently executed Energy Audits at 34 of our facilities.

One of the greatest advantages of working with WalterFedy is their integrated nature, where their Energy and Carbon Solutions team was able to pull feedback from their architecture and engineering teams to enhance collaboration. Further, they brought many key differentiators to the City including:

- **Streamlined Reporting Technologies:** Their reproducible (dynamic) report technique imbeds narrative and analysis such that adjustments and feedback could be integrated and iterated in real-time.
- **Team Structure:** Their team included a comprehensive team structure, including a renewable energy engineer, refrigeration specialist, meshing building expertise, process system expertise, and BAS trending and opportunity analysis to optimize the project workflow and provide best value to the City.
- **Stakeholder Engagement:** Their team engaged our diverse stakeholders with respect. They listened to each and considered the best means to integrate their feedback into the analysis and recommendations.
- **Project Management:** Their team both had structure to keep the project budget, and schedule tracking as well as flexibility to proactively plan to the dynamic nature of project development. They were always a quick call away.

Their team was knowledgeable, professional, and dedicated to our needs. They strived hard to ensure that the end project met our requirements and remained within the set budget and schedule targets. Their efforts across our facilities needs set us up strongly to move towards our Net Zero plans.

WalterFedy's creativity, enthusiasm, and attention to detail have contributed to the strong, ongoing relationship between the City of Kitchener and their firm, and I would not hesitate to recommend their team.

Sincerely,

Mike Wigzell, BOC Level 1, CPO, GPI  
Supervisor of Facilities Management  
Infrastructure Service Department  
City of Kitchener



Region of Waterloo

To whom it may concern,

It is with great pleasure that we provide you with this letter of reference for WalterFedy.

At the Region of Waterloo, we have the TransformWR plan with targets of a 50% GHG emission reduction by 2030 (50by30) and an 80% reduction by 2050 (80by50). As part of the activities under this plan, WalterFedy recently assisted with the application for FCM CBR funding and when we received that funding, they completed two new GHG reduction pathways and updated GHG reduction pathways for two other buildings studied previously. WalterFedy has also performed numerous other energy and carbon auditing/feasibility studies/roadmaps at other facilities in our portfolio.

One of the greatest advantages of working with WalterFedy is their integrated nature, where their Energy and Carbon Solutions team was able to pull feedback from their architecture and engineering teams to enhance collaboration. Further, they brought many key differentiators to the Region of Waterloo including:

- **Streamlined Reporting Technologies:** Their reproducible (dynamic) report technique imbeds narrative and analysis such that adjustments and feedback could be integrated and iterated in real-time.
- **Team Structure:** Their team included a comprehensive team structure, including a renewable energy engineer, meshing building expertise, process system expertise, and BAS trending and opportunity analysis to optimize the project workflow and provide best value to the Region of Waterloo.
- **Stakeholder Engagement:** Their team engaged our diverse stakeholders with respect. They listened to each and considered the best means to integrate their feedback into the analysis and recommendations.
- **Project Management:** Their team both had structure to keep the project budget, and schedule tracking as well as flexibility to proactively plan to the dynamic nature of project development. They were always a quick call away.

Their team was knowledgeable, professional, and dedicated to our needs. They strived hard to ensure that the end project met our requirements and remained within the set budget and schedule targets. Their efforts across our facilities needs set us up strongly to move towards our 80by50 GHG reduction target.

WalterFedy's creativity, enthusiasm, and attention to detail have contributed to the strong, ongoing relationship between the Region of Waterloo and their firm, and I would not hesitate to recommend their team.

Sincerely,

A handwritten signature in black ink, appearing to read 'José Rocha', written over a light blue horizontal line.

José Rocha

Program Manager, Corporate Energy  
Region of Waterloo

APPENDIX F  
**SAMPLE REPORTS**

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2023-119**

**Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041)**

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

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

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

**Whereas** Council considered Administrative Report No. CS-041-2023 at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase at the 2024 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 3-6, 2024, in the amount of \$728,000, for consideration at the November 21, 2023 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for funding assistance with the 2024 PDAC Convention, held in Toronto from March 3-6, 2024, in the amount of \$728,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time** and finally passed this 21<sup>st</sup> day of November, 2023.

---

Mayor

---

Clerk



Schedule "A" to

**By-law No. 2023-119**

Agreement between

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

and

**The Federal Economic Development Agency for Northern Ontario**

as represented by the Minister of Indigenous Services and  
the Minister responsible for the Federal Economic  
Development Agency for Northern Ontario

Project No. 852-515041



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

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

Protected B

Project Number: 852-515041

THIS AGREEMENT made as of: November 1, 2023

**BETWEEN**

**The Federal Economic Development Agency for Northern Ontario (the "Agency")**  
As represented by the Minister of Indigenous Services and Minister responsible for the Federal  
Economic Development Agency for Northern Ontario

**– AND –**

**The Corporation of the City of Temiskaming Shores**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received June 9, 2023, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## **1.0 The Agreement**

- 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

## **1.2 Precedence**

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

## **1.3 Headings**

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

## **1.4 Date of Acceptance**

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

## 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

## 1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

## 2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2023 (the "Commencement Date") and is completed on or before June 30, 2024 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

**3.0 The Contribution**

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$728,000 of the Project outlined in Annex 1, and
- b) \$728,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to June 9, 2023 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

#### **4.0 Total Canadian Government Funding**

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to His Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

#### **5.2 Copyright**

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

## **6.0 Claims and Payments**

### **6.1 Payment Procedures**

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

### **6.2 Final Claim Procedures**

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

## 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to His Majesty the King in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

## 6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

## 7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
  - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

## 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## 8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Agency), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

## **10.0 Official Languages**

10.1 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

## **11.0 Indemnification and Limitation of Liability**

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12.0 Default and Remedies**

### **12.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;

- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

## 12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

## 12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to His Majesty; and

- d) exercise any other remedy available to the Agency at law.

### **13.0 General**

#### **13.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to His Majesty the King in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
  - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (His Majesty the King in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
  - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
  - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
  - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
  - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of His Majesty the King in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

**14.0 Notice**

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario  
107 Shirreff Avenue, Suite 104  
North Bay ON P1B 7K8

Attention: Mr. Guy Paquette  
Trade Expansion and Export Development  
Regional Economic Growth through Innovation

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. James Franks  
Economic Development Officer  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-515041

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**The Federal Economic Development Agency for Northern Ontario (the “Agency”)**

As represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault, Lucie  
Date: 2023.11.01 14:35:20 -04'00'  
Name: Lucie Perreault  
Title: Executive Director, Federal Economic  
Development Agency for Northern Ontario  
(FedNor)  
Date:

**RECIPIENT**

Per:  
Name:  
Title:  
Date:

Per:  
Name:  
Title:  
Date:

I/we have authority to bind The Corporation of the City of Temiskaming Shores

## **THE PROJECT - STATEMENT OF WORK**

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

**Project Number:** 852-515041

### **I. PROJECT SCOPE**

- i) **Description:**  
The Corporation of the City of Temiskaming Shores is requesting a contribution to establish the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange to be held March 3-6, 2024.
- ii) **Project Location:**  
Haileybury, ON
- iii) **Dates:**  
a) Commencement Date - September 1, 2023  
b) Completion Date - June 30, 2024
- iv) **Key Workplan Activities, Timelines and Milestones:**  
Specific project activities will include:  
- Secure 110 booth spaces to create a 13,200 square foot pavilion.  
- Secure two meeting rooms and have one constructed within the pavilion.  
- Exhibit up to 110 organizations and businesses of the mining supply and services sector from Northern Ontario.  
- Coordinate a variety of activities including speaker series and demonstrations.  
- Support exhibitor's digital presence.  
- Organize international delegations to tour the pavilion/exhibitors.  
- Hire a coordinator to work with a pavilion design team, City of Temiskaming Shores and FedNor.  
- Develop and implement a promotional strategy, including social media.  
- Provide ongoing support to exhibitors.
- v) **Performance Measures and Tracking Plan:**  
Project duration outcomes include:  
- One event/trade show attended/organized with 25,000 attendees.  
- 110 exhibitors present.  
- A minimum of one training session provided to exhibitors.

Additional anticipated outcomes of this 2024 project include:

- Total value of sales of \$10,000,000.
- 35 percent of SMEs with increased export sales.
- A minimum of 75 new jobs created with 100 maintained.
- Attract and increase new business contacts, clients and potential leads that will result in new business and/or expansion of existing business.
- Lead to increased trade opportunities and revenues.
- Provide a venue for Northern Ontario SMEs to directly promote their products and services to the world, and increase the region's presence and competitiveness in the marketplace.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$728,000
- Supported	\$728,000	Other Federal	\$0
- Not Supported	\$60,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$60,000
		Other	\$0
<b>Total</b>	<b>\$788,000</b>		<b>\$788,000</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$335,000	\$60,000	\$395,000
Event Costs - Other	\$270,000		\$270,000
Consulting Fees	\$75,000		\$75,000
Marketing/Promotion	\$30,000		\$30,000
Travel	\$18,000		\$18,000
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$728,000</b>	<b>\$60,000</b>	<b>\$788,000</b>
<u>Ineligible Costs</u>			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$788,000</b>

- \* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:  
For greater certainty, Section 10.0 includes:

Basic communications and services are to be provided in both official languages.

## II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
  - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
  - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

## III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;
  - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

**COSTING MEMORANDUM**  
**Trade Expansion and Export Development**

**1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
  - b) reasonable;
  - c) appear in the "The Project-Statement of Work";
  - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e) incurred between June 9, 2023 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between June 9, 2023 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

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

**By-law No. 2023-120**

**Being a By-law to amend By-law No. 2017-154 to rezone property from the Development (D) Zone to the Community Facilities Exception 2 (CF-2) Zone and to amend the provisions of the CF-2 Zone to allow for the future use of the property  
Roll No. portion of 5418-020-002-080.00**

**Whereas** pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

**Whereas** By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the Corporation of the City of Temiskaming Shores; and

**Whereas** Council considered Administrative Report No. CS-042-2023 at the Regular Council meeting held on November 21, 2023, and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to rezone the property from Development (D) to Community Facilities Exception 2 (CF-2) and to amend the provisions of the CF-2 zone, for consideration at the November 21, 2023 regular Council meeting; and

**Whereas** the Council of the Corporation of the City of Temiskaming Shores deems it advisable to amend By-law No. 2017-154 as hereinafter set forth.

**Now therefore be it resolved that** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. The property affected by this By-law is located directly adjacent to the east of 144 Drive In Theatre Road and is a portion of DYMOND CON 3 N PT LOTS 9 AND 10 RP 54R5247 PT PARTS 3 AND 4 PCL 23075SST.
2. By-law No. 2017-154 is hereby amended as follows:
  - (a) Schedule 'D3' of By-law 2017-154 is hereby amended by rezoning the affected property from "Development (D) Zone" to "Community Facilities Exception 2 (CF-2) Zone" in accordance with the provisions of this By-law.
  - (b) Table 10.5.1 of By-law No. 2017-154, as amended, is hereby further amended by adding "apartment buildings, and accommodations for staff/employees" to the list of permitted uses in the CF-2 zone.

3. This By-law shall come into full force and effect in accordance with Section 34 (19) of the *Planning Act*, R.S.O. 1990.

**Read a first, second and third time and finally passed** this 21<sup>th</sup> day of November, 2023.

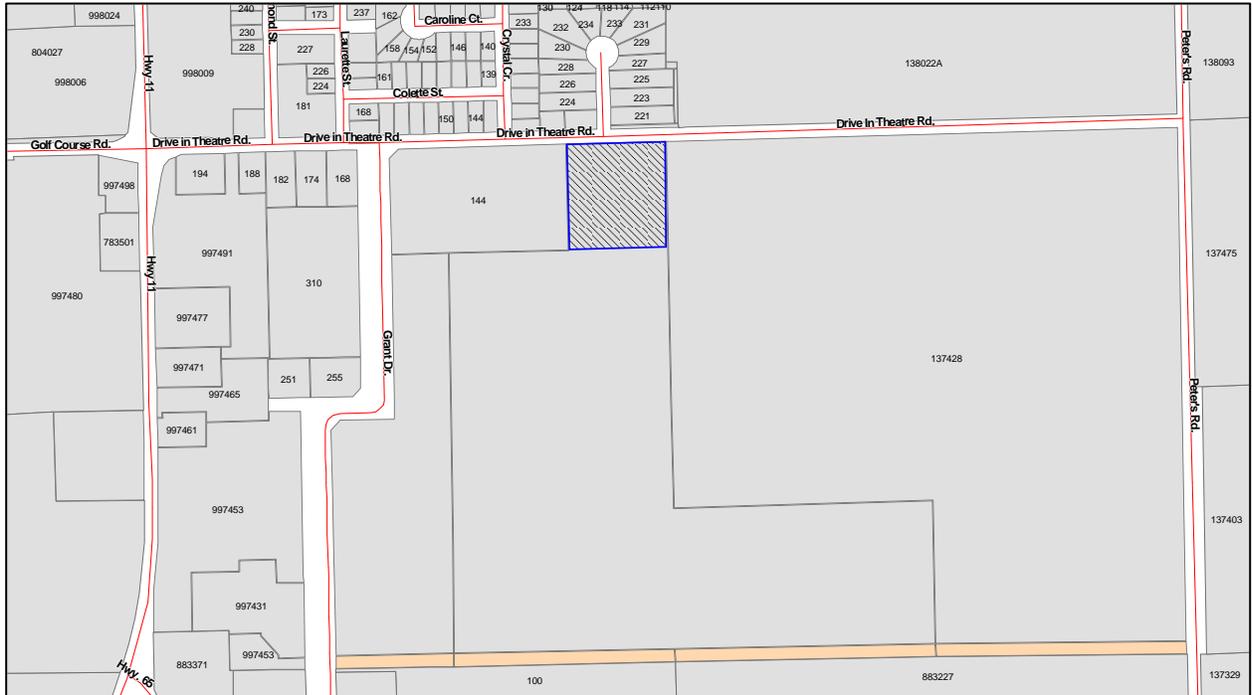
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Mayor

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Clerk

# Schedule 'A' to By-law 2023-120



Rezoned from Development (D) to Community Facilities Exception 2 (CF-2)

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

**BY-LAW NUMBER 2023-121**

**A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$635,756.78 TOWARDS THE COST OF 2021 ROADS PROGRAM, BACKHOE**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$635,756.78 dated December 01, 2023 and maturing on December 01, 2028, and payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of March, first day of June, first day of September and first day of December, commencing on March first, 2024 in each of the years 2024 to 2028, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$635,756.78 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$635,756.78 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$635,756.78, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated December 01, 2023, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.72% per annum and mature during a

period of 5 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by December 01, 2028 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of March, first day of June, first day of September and first day of December, commencing on March first, 2024 in each of the years 2024 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its

- discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
  15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
  16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
  17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
  18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
  19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and

applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 21st day of November, 2023

By-law read a third time and finally passed this 21st day of November, 2023

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Jeff Laferriere  
Mayor

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Logan Belanger  
Clerk

The Corporation of The City of Temiskaming Shores

**Schedule "A" to By-law Number 2023-121**

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2023-111	2021 Roads Program	\$445,807.40	\$0.00	635,756.78	5 year(s)
	Backhoe	\$189,949.38	\$0.00		

The Corporation of The City of Temiskaming Shores

**Schedule “B” to By-law Number 2023-121**

No. 2023-121

\$635,756.78
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C A N A D A  
Province of Ontario

The Corporation of The City of Temiskaming Shores

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FULLY REGISTERED 4.72% SERIAL DEBENTURE

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The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 01, 2028), the principal amount of

SIX HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS AND SEVENTY EIGHT CENTS

----- (\$635,756.78) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of March, first day of June, first day of September and first day of December, commencing on March first, 2024 in each of the years 2024 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (December 01, 2023), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.72% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of December, 2023.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2023-121 of the Municipality duly passed on the 21st day of November, 2023 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the **Mayor** and by the Treasurer thereof.

Date of Registration: December 01, 2023

\_\_\_\_\_

(Seal) \_\_\_\_\_

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$635,756.78 dated December 01, 2023 and maturing on December 01, 2028 payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of March, first day of June, first day of September and first day of December, commencing on March first, 2024 in each of the years 2024 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 01, 2023

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Kemp Pirie Crombeen

[no signature required]



## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on March 01, 2024 and ending on December 01, 2028, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

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

**Schedule "C" to By-law Number 2023-121**

Loan.....: 2835  
 Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 635,756.78  
 Rate.....: 04.7200  
 Term.....: 60  
 Matures..: 12/01/2028

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	03/01/2024	39,269.22	31,787.84	7,481.38	603,968.94
2	06/01/2024	38,973.25	31,787.84	7,185.41	572,181.10
3	09/01/2024	38,595.07	31,787.84	6,807.23	540,393.26
4	12/01/2024	38,147.01	31,787.84	6,359.17	508,605.42
5	03/01/2025	37,707.17	31,787.84	5,919.33	476,817.58
6	06/01/2025	37,460.53	31,787.84	5,672.69	445,029.74
7	09/01/2025	37,082.35	31,787.84	5,294.51	413,241.90
8	12/01/2025	36,650.73	31,787.84	4,862.89	381,454.06
9	03/01/2026	36,227.34	31,787.84	4,439.50	349,666.22
10	06/01/2026	35,947.81	31,787.84	4,159.97	317,878.38
11	09/01/2026	35,569.63	31,787.84	3,781.79	286,090.54
12	12/01/2026	35,154.46	31,787.84	3,366.62	254,302.70
13	03/01/2027	34,747.51	31,787.84	2,959.67	222,514.86
14	06/01/2027	34,435.10	31,787.84	2,647.26	190,727.02
15	09/01/2027	34,056.92	31,787.84	2,269.08	158,939.18
16	12/01/2027	33,658.18	31,787.84	1,870.34	127,151.34
17	03/01/2028	33,284.12	31,787.84	1,496.28	95,363.50
18	06/01/2028	32,922.38	31,787.84	1,134.54	63,575.66
19	09/01/2028	32,544.20	31,787.84	756.36	31,787.82
20	12/01/2028	32,161.89	31,787.82	374.07	0.00
		714,594.87	635,756.78	78,838.09	

No. 2023-121

\$635,756.78

C A N A D A  
Province of Ontario  
The Corporation of The City of Temiskaming Shores

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FULLY REGISTERED 4.72% SERIAL DEBENTURE

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The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 01, 2028), the principal amount of

SIX HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS AND SEVENTY EIGHT CENTS

----- (\$635,756.78) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of March, first day of June, first day of September and first day of December, commencing on March first, 2024 in each of the years 2024 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (December 01, 2023), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.72% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of December, 2023.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2023-121 of the Municipality duly passed on the 21st day of November, 2023 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the **Mayor** and by the Treasurer thereof.

Date of Registration: December 01, 2023

\_\_\_\_\_

(Seal) \_\_\_\_\_

Jeff Laferriere, Mayor

Stephanie Léveillé, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_ by: \_\_\_\_\_  
Authorized Signing Officer Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$635,756.78 dated December 01, 2023 and maturing on December 01, 2028 payable in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of March, first day of June, first day of September and first day of December, commencing on March first, 2024 in each of the years 2024 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 01, 2023

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Kemp Pirie Crombeen

[no signature required]

## CONDITIONS OF THE DEBENTURE

### Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on March 01, 2024 and ending on December 01, 2028, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

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## Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan.....: 2835  
 Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 635,756.78  
 Rate.....: 04.7200  
 Term.....: 60  
 Matures..: 12/01/2028

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11	09/01/2026	35,569.63	31,787.84	3,781.79	286,090.54
12	12/01/2026	35,154.46	31,787.84	3,366.62	254,302.70
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16	12/01/2027	33,658.18	31,787.84	1,870.34	127,151.34
17	03/01/2028	33,284.12	31,787.84	1,496.28	95,363.50
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20	12/01/2028	32,161.89	31,787.82	374.07	0.00
		714,594.87	635,756.78	78,838.09	

## CERTIFICATE OF THE CLERK

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 5 year(s), 4.72% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the principal amount of \$635,756.78 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2023-121 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the November 21, 2023 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 1st day of December, 2023.

[AFFIX SEAL]

\_\_\_\_\_  
Logan Belanger, Clerk

## CERTIFICATE OF THE TREASURER

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 5 year(s), 4.72% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the aggregate principal amount of \$635,756.78, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2023-121 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Stephanie Léveillé, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. On or before 1st day of December, 2023, I as Treasurer, signed the fully registered serial debenture numbered 2023-121 in the aggregate principal amount of \$635,756.78 dated December 01, 2023, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").

9. On or before December 01, 2023, the OILC Debenture was signed by Jeff Laferriere, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.

10. The said Jeff Laferriere, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 1st day of December, 2023.

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Stephanie Léveillé  
Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of Stephanie Léveillé, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

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Logan Belanger  
Clerk

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

### **By-law No. 2023-122**

#### **Being a by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores**

**Whereas** the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the keeping of animals and the registration of dogs and cats within the City of Temiskaming Shores; and

**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 10 (2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons; and

**Whereas** under Section 10 (2) 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws respecting animals; and

**Whereas** Section 103. (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that if a municipality passes a by-law regulating or prohibiting with respect to the being at large or trespassing of an animals, it may provide for;

- (a) the seizure and impounding of animals being at large or trespassing contrary to the by-law; and
- (b) the sale of impounded animals,
  - (i) if they are not claimed within a reasonable time,
  - (ii) if the expenses of the municipality respecting the impounding of animals are not paid, or
  - (iii) at such time and in such manner as provided in the by-law; and

**Whereas** Section 425(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence; and

**Whereas** Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences, subject to section 429 (4) under a by-law of the municipality passed under the Act; and

**Whereas** Section 436(1) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws to authorize the right to enter land under certain circumstances; and

**Whereas** Section 446(3) of the Municipal Act, 2001 permits a municipality to recover the costs of doing a matter of thing under Subsection 446(1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

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

1. That Council adopts a by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law.
2. That By-law No. 2013-051 and any amendments (By-law No. 2021-120) be hereby repealed upon the final passing of this by-law.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a **First** and **Second** time this 21<sup>st</sup> day of November 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Read a **Third** time and **finally passed** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



## **Animal Care and Control By-law**

Schedule “A” to

### **By-law No. 2023-122**

Being a by-law to regulate the care and control of animals, and the registration of dogs and cats within the City of Temiskaming Shores

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## **1. Section 1 - General Provisions and Purpose**

### **1.1 Short Title**

This By-law shall be cited as the Animal Care and Control By-law.

### **1.2 Scope**

Except where otherwise provided, the provisions of this By-law shall apply to all Persons and property within the geographic limits of the City.

### **1.3 Enforcement**

This By-law shall be enforced by an appointed Animal Care & Control Officer, By-law Enforcement Officer, or Police Officer, where deemed appropriate.

### **1.4 Administration and Delegation**

Except where otherwise provided, the provisions and administration of this By-law shall establish the general guidelines and provide for the administration of Temiskaming Shores Animal Services.

Temiskaming Shores Animal Services has the delegated authority to:

- a) Make all decisions required under this By-law;
- b) Perform administrative functions assigned under this By-law and those necessary for the due administration and implementation of this By-law;
- c) Establish, revise from time-to-time, such forms, documents, standards, protocols and procedures as determine and required to implement and administer this By-law;
- d) Develop, implement, and promote programs and guidelines to encourage responsible ownership, care and Control of Dogs and Cats, provided the programs and guidelines are consistent with the spirit of this By-law and within Council approved budgets; and
- e) To partner to develop, implement and maintain programs of Control or monitoring, which authorizes participants to operate programs in accordance with program guidelines, and in accordance with approved budgets to manage overpopulation and to mitigate other identified community-wide Animal issues.

### **1.5 Interpretation**

- 1.5.1 Nothing in this By-law shall give any Person any right to Keep an Animal where it is not permitted by:
  - a) a Zoning By-Law regulating the Premises on which Animals are kept;
  - b) federal or provincial statute or regulation, thereunder.

- 1.5.2 Nothing in this By-law relieves any Person from complying with any provision of federal or provincial legislation, or any other By-law of the City.
- 1.5.3 Specific references to laws or By-laws are meant to refer to the current laws applicable at the time that this By-law was enacted, and shall be interpreted to include amendments, restatements, and successor legislation.
- 1.5.4 If any court of competent jurisdiction finds any provision of this By-law is illegal or ultra vires of the jurisdiction of the City, such provision shall be deemed to be severable, and shall not invalidate any of the other provisions of this By-law.
- 1.5.5 Where a provision of this By-law conflicts with a provision of another By-law in force in the City, or any provisions of any federal or provincial statutes or regulation, the provision that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the Municipality, shall prevail to the extent of the conflict.

## **1.6 Purpose and Standard of Care**

The purpose of this By-law is to:

- a) Provide a framework for the delivery of enforcement services in respect to Animals and the Keeping of Dogs, Cats, and Prescribed Birds;
- b) Educate the public and set standards of care for humane and responsible pet ownership; and
- c) Maintain the health, safety and well-being of all Persons and their property, while making all efforts possible to prevent potential conflicts with Animals, people, property, and the environment.

## **2. Section 2 - Definitions**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section, shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words, phrases and terms defined in this section have the following meaning for the purpose of this By-law.

- 2.1 *Animal* means a member of the Animal kingdom, other than a human, not covered by the Wildlife Act.
- 2.2 *Animal Care and Control Officer* means the Person or Persons duly appointed by Council as Municipal Law Enforcement Officers, for the purpose of enforcing the City's Animal Care and Control By-law.

- 2.3 *Animal Prohibited Area* means areas designated by Council in which Dogs, Cats and Animals are not permitted.
- 2.4 *Asilomar Accords* means a set of standards created by the Asilomar Accords 2004 to define Animal Categories and for collecting and reporting data with the goal of saving the lives of all healthy and treatable companion Animals.  
**<https://www.americanhumane.org/app/uploads/2016/08/au-asilomar-accordspdf.pdf>**
- 2.5 *At Large* means where an Animal is in any place other than its Owner's lot and is not restrained by a capable Person by means of a Leash or otherwise.
- 2.6 *Building Code Act* means the Building Code Act, S.O. 1992, C23.
- 2.7 *By-law Enforcement Officer* means the Person or Persons duly appointed by Council as Municipal Law Enforcement Officers for the purpose of enforcing regulatory By-laws of the City.
- 2.8 *Cat* means a male or female feline of any breed of domesticated Cat or crossbreed of domesticated Cat.
- 2.9 *Cat Tag* means a Cat Tag issued pursuant to this By-law.
- 2.10 *City* means the Corporation of the City of Temiskaming Shores.
- 2.11 *Control* includes care and custody.
- 2.12 *Coop* means a fully enclosed weatherproof building where Hens are kept and which the interior of includes nest boxes for egg laying, perches for the Hens to sleep on and food and water containers.
- 2.13 *Council* means the Municipal Council of the City of Temiskaming Shores.
- 2.14 *Dog* means a male or female of the domesticated canine species.
- 2.15 *Dog Owners Liability Act* means the Dog Owners Liability Act R.S.O. 1990, c. D.16 as amended.
- 2.16 *Dog Tag* means a Dog Tag issued pursuant to this By-law.
- 2.17 *Dwelling Unit* means a Suite operated as a house keeping unit, used or intended to be used as a domicile by one or more Persons, and usually containing cooking, eating, living, sleeping and sanitary facilities.
- 2.18 *Effective Control* means to be in the care and custody of a Responsible Person.

- 2.19 *Feed(s) / Feeding* means to intentionally furnish or make food available with regular or intermittent supply of food or allowing the placing or maintenance of a supply of food on a regular or intermittent basis, which food is accessible to or accessed by a Dog, Cat, Prescribed Bird, or Animal.
- 2.20 *Fire Chief* means the head of the Temiskaming Shores Fire Department as designated by Council.
- 2.21 *Harbor* means living with, having care and Control of, Feeding, leaving food in a manner that is likely to attract a Dog, Cat, Prescribed Bird, or Animal to a property, and shall also specifically include a situation in which any Person provides food to any Dog, Cat, Prescribed Bird, or Animal whether domesticated or feral.
- 2.22 *Hen* means a domesticated female chicken.
- 2.23 *Hen Run* means a covered secure enclosure that allows hens' access to outdoors
- 2.24 *Herding Dog* means a Dog that has been trained and is actively being used in a bona fide farming operation for the purpose of controlling livestock on the farm.
- 2.25 *Keeps / Keeping* means to own, Keep, Harbor, Maintain or Feed a Cat, Dog, Prescribed Bird, or Animal.
- 2.26 *Kennel* means Premises other than a pet store, veterinary hospital or clinic, animal shelter or property that is operating a legitimate fostering program for Dogs, Cats or Animals under the authority of a society, in which the predominant activity consists of: breeding Dogs, Cats or Animals, raising Dogs, Cats or Animals, boarding Dogs, Cats or Animals, and/ or, Harboring more than the maximum allowable number of Dogs, Cats or Animals.
- 2.27 *Kennel License* means a permit granted by City Council to operate a Kennel.
- 2.28 *Leash* means a restraining device, by which a Dog, Cat or other Animal is held in check.
- 2.29 *Leashed* shall mean restrained by a Leash securely attached to the Dog or Cat and a Person or object.
- 2.30 *Lifetime Tag* shall mean a non-transferrable tag for the life of the registered Cat or Dog, conditional upon the Cat or Dog being spayed or neutered, and has a Microchip or Tattoo.
- 2.31 *Livestock Guardian Dog* means a Dog that works and/or lives with domestic farm Animals (e.g., Cattle, sheep, poultry) to protect them while repelling predators and is used exclusively for that purpose.

- 2.32 *Lot Line* means the boundary line between adjoining properties and or the boundary line between a property and a highway, laneway, municipal sidewalk, or municipal road allowance.
- 2.33 *Maintain* means to carry out repairs to any part or parts of a fence or structure, retention equipment, muzzling device, or other such equipment necessary so it can properly perform its intended function.
- 2.34 *Microchip* means an approved "Canadian Standard" encoded identification device implanted into a Dog or Cat which contains a unique code that permits or facilitates access to Owner information, including the name and address of the Owner, which is stored in a central data base.
- 2.35 *Municipality* means the land within the geographic limit of the City of Temiskaming Shores.
- 2.36 *Muzzle* means a humane fastening or covering device over the mouth of a Dog and of sufficient strength to prevent the Dog from biting.
- 2.37 *Noise(s)* means unwanted and persistent sound.
- 2.38 *Owner* when used in relation to a Dog or Cat, or Animal, includes a Person who possesses or Harbors the Dog or Cat, or Animal. Where the Owner is a minor, the Person responsible for the custody of the minor. *Owns* has a corresponding meaning.
- 2.39 *Paramedic* means a Person employed by the District of Temiskaming Social Services Administration Board to provide emergency medical services.
- 2.40 *Person* means an individual, firm or corporation.
- 2.41 *Police Dog* means a Dog trained to aid law enforcement officers and used by such officers in the execution of their duties.
- 2.42 *Police Officer* means a member of the Ontario Provincial Police Service.
- 2.43 *Pound* means premises that are used for the detention, maintenance or disposal of Dogs or Cats that have been impounded pursuant to this By-law or the Dog Owners' Liability Act.
- 2.44 *Premises* means the entire lot on which a single Dwelling Unit building or a multi-Dwelling Unit building is situated.
- 2.45 *Prescribed Bird* means a bird permitted in Section 7 of Schedule "A" of this By-law.
- 2.46 *Private Property* means property which is privately-owned and is not City property.

- 2.47 *Provincial Offences Act* means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.48 *Public Property* includes all lands owned by the City, any local boards, any corporations owned or controlled by the City and includes all Crown lands.
- 2.49 *Registrar* means the registration, records and database of Temiskaming Shores Animal Services under the care of the Animal Care & Control Officer and appointed agents for the City, pursuant to this By-law.
- 2.50 *Responsible Person* means a Person having the strength and capacity to securely Control a Dog or Cat, so as not to permit or allow unwanted contact with another Person, Dog, Cat, Prescribed Bird or Animal.
- 2.51 *Run/Running At Large* means to be found in any place other than the Premises of the Owner of the Dog, Cat, or Hen and not under the Control of a Person in such a manner as to prevent escape.
- 2.52 *Service Animal* means any Animal used by a Person with a disability for reasons relating to the disability where it is readily apparent that the Animal is used by the Person for reasons relating to his or her disability; or where the Person provides a letter from a physician or nurse confirming that he or she requires the Animal for reasons relating to his or her disability; or a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide Dog or Service Animal training school.
- 2.53 *Suite* means a single room or series of rooms of complementary use, operated under a single tenancy, and includes dwelling units, individual guest rooms in motels, hotels, boarding houses, rooming houses, and dormitories.
- 2.54 *Tag* in reference to a Dog means a Dog Tag, and in reference to a Cat means a Cat Tag.
- 2.55 *Tattoo* means a permanent ink marking for identification purposes.
- 2.56 *Temiskaming Shores Animal Services* means the authorized administration of services set out in the By-law.
- 2.57 *Veterinarian* means a Person registered or licensed under the Veterinarian Act.
- 2.58 *Veterinarian Act* means the Veterinarian Act, R.S.O. 1990, c. V.3, as amended.
- 2.59 *Vicious Cat* means a Cat that has attacked or bitten a Person, Dog, Cat, or Animal as determined by the Animal Care and Control Officer in accordance with Section 5.1 herein.

2.60 *Vicious Dog* means a Dog that has attacked or bitten a Person, Dog, Cat, or Animal as determined by the Animal Care and Control Officer in accordance with Section 5.1 herein.

2.61 *Zoning By-law* means all current By-laws and amendments thereto and any subsequent By-laws which may be enacted in substitution therefore under the Planning Act with respect to land use within the City.

### **3. Section 3 – Registration of Cats and Dogs**

The licensing of pets is one step to encourage responsible pet ownership by properly identifying companion Animals in the City. Tags are proof of ownership so that Animals may be returned to their Owners sooner, often by neighbors, without incurring costs.

Responsible pet Owners reduce the number of companion Animals Running At Large, preventing inadvertent breeding and helps mitigate over population within the Municipality.

#### **3.1 Registrar**

3.1.1 Temiskaming Shores Animal Services is the Registrar responsible for the issuance of Tags and may, from time-to-time, appoint inwriting agents for the issuance of Tags, as necessary.

3.1.2 Temiskaming Shores Animal Services may revoke any such appointment inwriting for such reason as Temiskaming Shores Animal Services shall determine.

#### **3.2 Requirement to Register**

3.2.1 Except as provided to the contrary in this By-law, every Owner of a Dog or Cat shall register the Dog or Cat with Temiskaming Shores Animal Services on or before January 1<sup>st</sup> in each year that they are the Owner of that Dog or Cat, or upon providing the necessary information, register for a Lifetime Tag of that Dog or Cat.

3.2.2 Every Person who becomes the Owner of a Dog or Cat after January 1<sup>st</sup> in any year; shall register the Dog or Cat with Temiskaming Shores Animal Services within 7 days of becoming the Owner of the Dog or Cat, and on or before January 1<sup>st</sup> in each year thereafter, unless registered under a Lifetime Tag.

3.2.3 Notwithstanding Sections 3.2.1 and 3.2.2, no Person need to register a Dog or Cat before the Dog or Cat reaches the age of twelve (12) weeks. The onus of proof of the age of the Dog or Cat shall rest with the Owner.

3.2.4 Notwithstanding Section 3.2.1 the Owner of a Cat(s) who resides in a Dwelling Unit in an area which is zoned "rural" or "agricultural" pursuant to the Zoning By-law, shall not be required to register his or her Cat(s), provided the property on which the Dwelling Unit is located is used for agricultural uses, as defined in the Zoning By-law.

3.2.5 The registration of a Dog or Cat shall expire upon the earliest of:

- a) the transfer of Ownership of the Dog or Cat for which it was issued;
- b) the death of the Dog or Cat for which it was issued; including Lifetime registrations;
- c) December 31<sup>st</sup> of the year in which it was issued, unless the Dog or Cat was registered for a Lifetime Tag.

### **3.3 Registration Process**

3.3.1 Every Person who applies to Temiskaming Shores Animal Services to register a Dog or Cat, shall complete any necessary forms, and provide the following:

- a) provide the name, physical and mailing address, and telephone number of the Owner of the Dog or Cat;
- b) provide the name of the Dog or Cat;
- c) provide a description of the Dog or Cat such as sex, age, breed, colour, and temperament;
- d) disclose whether or not the Dog or Cat has a Microchip implanted or has been Tattooed;
- e) disclose if the Animal is a Service Animal;
- f) disclose if the Dog is a Livestock Guardian Dog, or a Herding Dog;
- g) disclose if the Dog or Cat is spayed or neutered; and
- h) pay the required registration fee as outlined in the City's current Departmental User Fee and Service Charges By-law.

### **3.4 Issuance of Tags**

3.4.1 Upon the applicant providing all information and documentation required by Temiskaming Shores Animal Services, and paying the appropriate registration fee, Temiskaming Shores Animal Services shall register the Dog or Cat, and shall issue to the applicant a Dog Tag or a Cat Tag, which bears a unique serial number, shows the year of issue and such other information as may be determined by Temiskaming Shores Animal Services.

3.4.2 Every Owner of a registered Dog or Cat shall advise Temiskaming Shores Animal Services within 7 days thereafter, of:

- a) change of address or phone number of the Owner of the Dog or Cat;
- b) sale or other transfer of Ownership of the Dog or Cat; or

- c) the death of the Dog or Cat.

3.4.3 Temiskaming Shores Animal Services shall have the right to cancel the registration of a Dog or Cat if the registration fee is not paid in full, through error, as a result of a cheque being returned marked 'Not Sufficient Funds', a credit card charge being refused, or for any other reason deemed legitimate.

3.4.4 Every Tag issued by Temiskaming Shores Animal Services remains the property of the City, and in the event the registration of a Dog or Cat is cancelled by Temiskaming Shores Animal Services, the Tag shall be surrendered to Temiskaming Shores Animal Services.

### **3.5 Replacement Tags & Refunds**

3.5.1 Temiskaming Shores Animal Services shall issue a replacement Dog Tag or Cat Tag to the Owner of a registered Dog or Cat upon;

- a) application of the Owner;
- b) evidence satisfactory to Temiskaming Shores Animal Services that the Tag was lost or damaged; and
- c) payment of the prescribed replacement Tag fee.

3.5.2 Temiskaming Shores Animal Services shall have discretion to issue a partial or complete refund of the registration fee if they are satisfied that the refund is being requested for a legitimate reason.

### **3.6 Registrar's Records**

3.6.1 Temiskaming Shores Animal Care & Control shall maintain records of all Dog Tags, Cat Tags and replacement Tags issued by Temiskaming Shores Animal Services in each calendar year, and shall update such records as additional information is received pursuant to Section 3.4.2.

3.6.2 The records under Section 3.6.1 shall include:

- a) the name, physical and mailing address and phone number of the Owner of the Dog or Cat;
- b) name of the Animal.
- c) a description of the Dog or Cat such as sex, age, breed, colour and temperament
- d) the particulars of any Tattoo or Microchip implanted in the Dog or Cat.
- e) the serial number of the Dog Tag or Cat Tag issued for that Dog or Cat.
- f) the fee paid.
- g) if the Animal is a Service Animal.
- h) if the Dog is a Livestock Guardian Dog, or a Herding Dog.

- i) if the Dog or Cat is spayed or neutered
- j) the particulars of any evidence provided in support of a fee reduction; and
- k) other information as Temiskaming Shores Animal Services in their sole discretion determines to be necessary.

#### **4. Section 4 – Regulation – Dog, Cat, and Animal**

Owning a pet is a long-term commitment. Owners must consider the time, effort, and resources required to care for a pet throughout its entire life span, and choose a pet that suits lifestyle, living situation, and capabilities to provide proper care and attention.

Standard of Care: Every Owner and Keeper of an Animal shall:

- a) Comply with the standards of care and this By-law.
- b) Keep in a humane manner free from abuse and neglect and is provided with the necessities and conditions to Maintain and protect the Animal's wellbeing.
- c) Not cause conflict with other Animals, people, property, or the environment.

#### **4.1 Dog and Cat to Wear Tag**

- 4.1.1 Every Owner of a Dog and every Owner of a Cat shall Keep the Lifetime Tag, or Tag securely fixed on the Dog or Cat for which the Tag was issued, at all times during the term of issue.
- 4.1.2 Notwithstanding Section 4.1.1, an Owner need not Keep the Tag on their Dog or Cat:
  - a) while the Dog or Cat is contained within the Dwelling Unit of its Owner; or
  - b) in the case of a Dog, while the Dog is being lawfully used for hunting, and the Tag is produced upon request of an Animal Care & Control Officer; or,
  - c) where a Veterinarian has determined it is necessary to remove the Tag for medical treatment of that Dog or Cat; or,
  - d) if the Dog is a Livestock Guardian Dog or a Herding Dog and the Dog is being actively used in farming practice and has been Tattooed or implanted with a Microchip.
- 4.1.3 No Person shall remove a Tag from a Dog or Cat without the consent of the Owner thereof.
- 4.1.4 No Person shall attach a Tag to a Dog or Cat other than the Dog or Cat for which it was issued.

## 4.2 Number of Dogs and Cats

4.2.1 The total number of permitted Dogs and Cats within a Dwelling Unit in each Zone of the Municipality, as defined in the Zoning By-law, shall be as follows:

	Number of Permitted Dogs	Number of Permitted Cats	Combined Total
Rural Residential (R1) Low Density Residential (R2) Medium Density Residential (R3)	3	3	n/a
High Density Residential (R4)	2	2	3

4.2.2 This section does not apply to:

- a) A licensed Kennel;
- b) a veterinary hospital;
- c) a pet shop;
- d) a Pound;
- e) a newborn litter of Dogs or Cats kept under the age of 12 weeks old.
- f) farm Dogs or farm Cats; and/or
- g) a rescue shelter or authorized Person or organization affiliated with a rescue group.

4.2.3 The following legacy provision applies at the time of the passing of this By-law. Despite subsection 4.2.1, any Person who, on the date of the passage of this By-law, was lawfully Keeping more than the total allowable number of Animals stated in subsection 4.2.1 may Keep the number of Dogs and Cats over the total number permitted until they have died or relocated.

4.2.3.1 The number of allowable pets must still meet the provisions of Section 4.2 of By-law 2013-051 and all Animals must be registered at the time this By-law comes into force and effect.

4.2.3.2 The legacy clause will not apply to any future Animals in a Dwelling Unit, if the number exceeds the amount specified in Section 4.2.1 above.

## 4.3 At Large

4.3.1 No Owner of a Dog or Cat shall cause, allow, or permit a Dog or Cat they own to be At Large within the limits of the City.

- 4.3.2 No Owner shall permit a Dog or Cat to Run At Large that is not within the Dwelling Unit, or on the Premises of its Owner, or on Private Property without the consent of the Owner of that Private Property.
- 4.3.3 When not within the Dwelling Unit or on the Premises of its Owner or on Private Property with the consent of the Owner of that Private Property, all Dogs and Cats shall be
- a) on a Leash;
  - b) on a Leash of not more than two (2) meters in length;
  - c) on a Leash held under the Effective Control of a Responsible Person.
- 4.3.4 Notwithstanding Section 4.3.3, this requirement shall not apply to an Owner exercising his or her Dog(s), in a Dog Off-Leash Area as set out in Appendix "3" to Schedule "A".
- 4.3.5 Notwithstanding Sec. 4.3.1, this requirement shall not apply to an Owner of Livestock Guardian Dogs and Herding Dogs while such Dogs are being used in accordance with their defined function, or Dogs that are legally and actively used in a hunt, on property owned or leased by the Owner.
- 4.3.6 No Owner shall allow their Dog(s) to enter a Dog Off-Leash Area if the Dog(s) is not wearing a valid Dog Tag, and/or history of vicious behaviour.
- 4.3.7 A Cat released outdoors as part of the operation of a program, activity or event, such as Trap, Spay/Neuter and Return Program, authorized by the City, would not be considered Running At Large.

#### **4.4 Abandonment**

No Person shall leave a Dog, Cat, Animal or Prescribed Bird in or about any City property without making provision for its continued care.

#### **4.5 Owner not to permit Trespass**

No Owner shall allow or permit their Dog or Cat to trespass on Private Property whether on a Leash or not.

#### **4.6 Required to Stoop and Scoop**

- 4.6.1 Every Owner of a Dog, Cat, or other Animal shall immediately remove any excrement left by the Dog, Cat, or other Animal in the City:
- a. on a highway or roadway;
  - b. in a public park;
  - c. on any public property other than a public park; or

d. on any Private Property other than the property of the Owner of the Dog, Cat or other Animal or the Person having care, custody or Control of the Dog, Cat, or other Animal.

4.6.2 Every Owner of a Dog, Cat or other Animal shall remove forthwith from their Premises excrement left by such Dog, Cat, or other Animal so as not to disturb the enjoyment, comfort, convenience of any Person in the vicinity of the Premises.

4.6.3 Notwithstanding Section 4.6.1, this requirement shall not apply to a Service Animal.

#### **4.7 Owner Not to Permit Noise**

4.7.1 No Person or Owner shall permit any Noise made by any Dog, Cat, Prescribed Bird, or any other Animal kept or used for any purpose, which is likely to disturb the peace or comfort of any individual in any location beyond the Lot Line of the property on which such Dog, Cat, Prescribed Bird or other Animal is located.

4.7.2 For the purpose of Section 4.7.1, persistent barking, howling, clucking, or other Animal Noise is defined as repeatedly barking, howling, clucking or otherwise continuously heard for a period of twenty (20) minutes or more, or intermittently over a period of one hour or more.

4.7.3 Notwithstanding Section 4.7.1 Livestock Guardian Dogs and Herding Dogs shall be exempt from the foregoing provision while actively engaged in guarding livestock against predators.

#### **4.8 Animal Prohibited Area**

4.8.1 No Person may bring any Dog, Cat or Animal into an Animal Prohibited Area as listed in Appendix "2" to Schedule "A" of this By-law.

4.8.2 Notwithstanding Section 4.8.1, this requirement shall not apply to a Service Animal.

#### **4.9 No Person to Harbor**

4.9.1 No Person shall Keep or Harbor any Dog, Cat, Prescribed Bird, or Animal in a manner that adversely impacts neighboring properties or residents, whether through offensive odours, Noise likely to disturb inhabitants, Running At Large of Dog(s), Cat(s) or Animal(s), accumulation of feces or otherwise.

## **5. Section 5 – Vicious**

### **5.1 No Owner Shall Permit Attack**

- 5.1.1 No Owner shall permit their Dog, Cat, or Animal to attack or to bite a Person, Dog, Cat, or Animal.
- 5.1.2 Where the Animal Care & Control Officer is informed, upon receipt of a valid complaint, may investigate to determine if the Animal should be found to be a Vicious Animal.
- 5.1.3 Where the Animal Care and Control Officer is satisfied that a Dog, Cat or Animal has attacked or bitten a Person or Animal, or has been threatening or aggressive towards a Person or Animal without being provoked, and has further been provided with satisfactory evidence as to the name and address of the Owner of the Dog, Cat or Animal, the Animal Care & Control Officer shall serve notice on the Owner of the Dog, Cat or Animal that the Dog, Cat or Animal is deemed to be a Vicious Dog, Cat or Animal and requiring the Owner to comply with any or all of the requirements set out in Sections 5.1.4 and 5.1.5.
- 5.1.4 Serving of notice that a Dog, Cat or Animal has been deemed a Vicious Dog, Cat or Animal may be affected on the Person who shows in the City's records as the Owner of the Dog, Cat or Animal, or where the Dog, Cat or Animal does not appear to be registered pursuant to this By-law, on such other Person who appears to be the Owner of the Dog, Cat or Animal. Serving of notice may be affected by Personal service, by registered mail, or by posting up in a conspicuous place at the address shown in the records of the City, as the address for the Owner of the Dog, Cat or Animal, or where the Dog, Cat or Animal is not registered under this By-law, at such address as appears to be the address of the Owner of the Dog, Cat or Animal. Serving of the notice shall be effective upon the date that Personal service is affected or where served by registered mail or by posting, shall be deemed effective on the fifth day after mailing or posting as the case may be.
- 5.1.5 Every Owner of a Vicious Dog, Cat or Animal shall at all times when the Vicious Dog, Cat or Animal is not in the Owner's dwelling unit, but otherwise within the boundaries of the Owner's Premises, ensure that:
  - a. the Vicious Dog, Cat or Animals is Muzzled so as to prevent it from biting a Person or Animal;
  - b. the Vicious Dog, Cat or Animal is securely leashed on a Leash which does not allow it to go beyond the Lot Line of the Owner's lands;
  - c. the Vicious Dog, Cat or Animal is confined within a secured structure in a good state of repair so as to prevent escape;

- d. a warning sign stating 'beware of Dog' is posted in a conspicuous place to be visible from the road.
- 5.1.6 Every Owner of a Vicious Dog, Cat or Animal shall at all times when the Vicious Dog, Cat or Animal is not within the boundaries of the Owner's Premises;
- a. Keep the Vicious Dog, Cat, or Animal under Effective Control of a Responsible Person on a Leash held by the Person; and
  - b. Keep the Vicious Dog, Cat, or Animal Muzzled.
- 5.1.7 Every Owner of a Vicious Dog, Cat or Animal shall notify Temiskaming Shores Animal Services within two (2) working days of any change in Ownership or residence of the Vicious Dog, Cat or Animal provide Temiskaming Shores Animal Services with the new address and telephone number of the Owner.
- 5.1.8 Where the Owner of a Vicious Dog, Cat, or Animal is informed that his Dog, Cat or Animal has been deemed to be a Vicious Dog, Cat or Animal, the Owner may, within 14 days of such notice request in writing a hearing by Council or committee established for that purpose and Council may exempt the Owner from the muzzling or leashing requirement, or both such requirements or may modify the conditions for muzzling or leashing.
- 5.1.9 The notification that a Dog, Cat or Animal is a Vicious Dog, Cat, or Animal is effective from the date it is served, even if a hearing before Council is requested by the Owner of the Dog, Cat or Animal affected.

## **6. Section 6 – Seize and Impound**

The retention of Dogs and Cats at the City facility is intended to be short-term and within the retention periods provided in the By-law, where possible.

Discretionary provisions will apply to situations as they arise that ensure the health and safety of Persons and Animals involved in the matter.

Impounding of Cats that cannot be clearly identified as owned pets is discouraged and shall be addressed by other means such as City sanctioned programs.

### **6.1 Animal Care & Control Officer may Seize**

- 6.1.1 The Animal Care & Control Officer may seize, any Dog or Cat, found At Large.

- 6.1.1.1 The Animal Care & Control Officer or delegate may, in their discretion, deliver a seized, licensed Dog or Cat to its Owner without impounding the licensed Dog or Cat, provided:
    - a) The Animal Care & Control Officer or delegate can make arrangements with the Owner for the return of the licensed Dog or Cat without delay and;
    - b) There is no record of being seized in the prior six (6) months.
  - 6.1.1.2 A Dog or Cat seized otherwise shall be considered impounded at the time and place it is seized by the Animal Care and Control Officer.
  - 6.1.1.3 An Animal Care and Control Officer may enter on any Private Property, at any reasonable time, without the consent of the Owner of the property, for the purpose of discharging the duties imposed by this By-law and to enforce its provisions, without a search warrant, provided they are in an active pursuit of a Dog, Cat, or Animal.
- 6.1.2 In no instance should an Animal Care and Control Officer enter any Dwelling Unit, or other building situated on Private Property without a Search Warrant authorizing such entry, or consent of the occupier pursuant to Section 437 of the Municipal Act, 2001.
- 6.1.3 Any Dog or Cat seized by an Animal Care and Control Officer under this By-law may be impounded for a minimum of five business days from the time of its impoundment, exclusive of the day on which the Dog or Cat was impounded.
- 6.1.4 Any Dog, Cat or Animal At Large contrary to the provisions of this By-law which in the opinion of the Animal Care & Control Officer appears to be Vicious or rabid and to be a threat to the safety of the community, and which cannot be captured by the Animal Care & Control Officer, may be dealt with under the supervision of the Ontario Provincial Police and consultation with Provincial Animal Welfare agencies and services. The Owner of the Dog, Cat, or Animal shall not be entitled to damages or compensation.
- 6.1.5 Notwithstanding Section 6.1.3, where a Dog or Cat is seized or impounded, and a Veterinarian deems it necessary to euthanize the Dog or Cat without delay for humane reasons or for reasons of safety to Persons or domestic Animals, the Animal Care and Control Officer may make arrangements, and may do so without permitting any Person to reclaim the Dog or Cat. The Owner of the Dog, Cat, or Animal shall not be entitled to damages or compensation.

- 6.1.6 Any Person that captures any Dog, Cat, or Animal At Large and trespassing on his or her property and, upon doing so, shall report capture of the Dog, Cat or Animal to the Animal Care & Control Officer who may assist.
- 6.1.7 All Persons before proceeding to trap Animals At Large are required to give advance notice to the Animal Care & Control Officer, where possible.
- 6.1.8 During the impound period referred to in Section 6.1.3, the Owner of the Dog or Cat, shall be entitled to redeem the Dog, or Cat upon:
- a) payment of the impound fees and the board fees in the amount as set out in the City's current Departmental User Fee and Service Charges By-law.
  - b) payment of any Veterinarian fees incurred for the well-being of the Dog, or Cat.
  - c) registering the Dog or Cat in accordance with this By-law if there is no evidence the Dog or Cat is already registered. When registration is completed as per this requirement, the registration fee is in accordance with the City's current Departmental User Fee and Service Charges By-law.
- 6.1.9 If the Dog or Cat is not redeemed within the time specified in subsection 6.1.3, the Animal Care and Control Officer may retain the Dog or Cat for such further time as they consider proper and may:
- a) Transfer the Dog or Cat to one of the authorized shelters, rescue group or other organizations registered or in a contracting agreement with the City.
  - b) Euthanized if found to be medically or behaviorally unhealthy and untreatable in alignment with the Asilomar Accords.

## **6.2 Protective Care**

- 6.2.1 The Animal Care and Control Officer is authorized, upon request of a Police Officer, Fire Chief, or his or her designate, or Paramedic to impound a Dog, Cat or Animal for protective care purposes, pursuant to an incarceration, fire, medical emergency, or for any other situation that the Animal Care & Control Officer deems appropriate and necessary and to Keep such Dog(s) or Cat(s) or Animal(s) for the required period and not to exceed fifteen (15) business days.
- 6.2.2 In the event that the Owner of the Dog, Cat, or Animal impounded for protective care does not claim the Dog, Cat or Animal and pay the impound fees, board fees, and Veterinarian fees in the amounts as set out in in the City's current Departmental User Fee and Service Charges By-law., within fifteen (15) days, then on the sixteenth day, the Dog, Cat, or Animal shall

be deemed to have been impounded as Running At Large in accordance with Section 6.1, and impound timelines as set out in Section 6.1.3 shall begin to run.

### **6.3 Impound Fees**

- 6.3.1 Where a Dog or Cat or Animal is seized, or impounded for protective care, the Owner, if known, shall be liable for the impound fees, board fees, and Veterinarian fees in an amount as set out in in the City's current Departmental User Fee and Service Charges By-law., whether the Dog or Cat, or Animal is claimed from the Pound or not, and shall pay all fees on demand by the Animal Care & Control Officer.
- 6.3.2 Notwithstanding Section 6.3.1, in appropriate humanitarian circumstances, as determined by the Animal Care & Control Officer, may, in his or her discretion, in consultation with the City Manager, waive all or part of the impound fees, board fees, and Veterinarian fees, or provide for delayed or installment payments of same, in consultation with the Treasurer of the City.

### **6.4 Trap Regulations**

- 6.4.1 Any Dog, Cat or Animal seized in accordance with Section 6.1.3 shall be:
- a) trapped in a humane manner;
  - b) not kept in a trap for more than 24 hours;
  - c) protected from the elements while in a trap.
- 6.4.2 In no circumstances should a Person use any trap that causes or may cause injury, pain or suffering to an Animal. Without limiting the generality of the foregoing, no Person shall set a trap within the Municipality:
- a) Which is greater than 32" by 12" by 12" in size;
  - b) No Person shall use a killer trap, leg-hold trap, body gripping trap or a snare.
- 6.4.3 Notwithstanding Sections 6.4.1 and 6.4.2 shall not apply to the trapping of an Animal, where the Animal is trapped by a Person who is licensed with the Ministry of Natural Resources and Forestry or is otherwise authorized by law to trap the Animal, and the trapping is conducted in accordance with any applicable legislation.

## **7. Section 7 – Regulations – Prescribed Birds**

The interest in Hens in urban areas provides benefit of the human-bird bond and production of a food item, primarily eggs. However, many concerns related to public

health and community well-being need to be mitigated with backyard flocks to mitigate the spread of disease, manage waste, poultry pests, predators, Noise, and odor.

## **7.1 Household Birds**

A Person may Keep in a Dwelling Unit or on a Premises within the City, not more than a total of six (6) of any combination of: domestic cardinals, finches, budgies, bulbuls, canaries, tanagers, amazons, cockatoos, onures, macaws, parakeets, cockatiels, lorikeets, touracos, toucans, orioles, mynahs, magpies, barbets, ascaris, pied hornbills or cock-of-the-rocks, provided same are housed and kept in an escape proof enclosure.

## **7.2 Hens**

7.2.1 No Person shall Keep more than three (3) Hens on a Premises zoned 'residential' within the City, and such Person ensures that:

- a) The Hens are confined in either a Hen Coop or Hen Run; and the Hens are kept in the Hen Coop between 9:00 p.m. and 6:00 a.m.
- b) The Owner of the Hens resides on the property where the Hens are kept.
- c) Each Hen is provided with adequate food, water, shelter, light, ventilation, veterinary care, and opportunities for essential behaviours such as scratching, dustbathing, and roosting, all sufficient to maintain the Hen in good health.

## **7.3 Hen Coop Construction Requirements**

7.3.1 Any Hen Coop which is erected, used, or maintained for the housing of Hens must:

- a) have interior walls which are smoothly finished and painted.
- b) be constructed in such a manner as to prevent the escape of the Hens;
- c) provide each Hen with at least 0.37 m<sup>2</sup> of Coop floor area;
- d) be equipped with at least one perch of not less than 15 cm in length and one nest box for each Hen.

## **7.4 Hen Coop Maintenance Requirements**

7.4.1 Every Owner of any building which is erected, used, or maintained as a Hen Coop for the housing of Hens shall be maintained as follows:

- a) In a clean condition and free of noxious odours, substances and vermin;
- b) All refuse and waste matter from the Hen Coop must be disposed of in a proper and sanitary manner and no such refuse or waste matter shall be burned or stored.

## **7.5 Hen Run Requirements**

- 7.5.1 Every Owner of a Hen Run shall ensure that it is:
- a) constructed in such a manner as to prevent the escape of the Hens.
  - b) maintained in a clean condition and kept free of noxious odours, substances, and vermin.
  - c) of sufficient size to provide at least 0.92 m<sup>2</sup> per Hen.
  - d) provided with a floor of any combination of vegetated or bare earth.

## **7.6 Compliance with Zoning Requirements**

- 7.6.1 Any Hen Coop or Hen Run which is erected, used, or maintained for the housing of Hens must not be:
- a) located in any front, side or flank yard as described in the Zoning By-law.
  - b) located less than 1.2 metres from the Lot Line.

## **7.7 General Prohibitions**

- 7.7.1 Home slaughter of Hens is prohibited, and any deceased Hens shall be disposed of at a proper livestock disposal facility.
- 7.7.2 No Owner shall cause or permit their Hen to become a public nuisance by persistently clucking. No Owner shall cause or permit his or her Hen to violate the Noise By-law.
- 7.7.3 No Owner shall cause or permit their Hen to be At Large.
- 7.7.4 No Person shall Keep a rooster over the age of 12 weeks.

## **8. Section 8 – Regulations – Animals other than Dogs, Cats or Prescribed Birds**

### **8.1 General Prohibitions**

- 8.1.1 No person shall Keep any Animal other than a Dog, Cat, Prescribed Bird, or prescribed Animal within the City.
- 8.1.2 Nothing herein shall give any Person any right to Keep Animals where such is prohibited by the Zoning By-law.
- 8.1.3 In the event that any setback requirements set out herein are inconsistent with the requirements set out in the Zoning By-law, the requirements of the by-law which are more restrictive shall prevail.

## **8.2 Rabbit – Keeping**

Notwithstanding Section 8.1, a Person may Keep not more than six (6) rabbits over the age of eight (8) weeks in any Dwelling Unit or Premises in the City, provided such Person ensures:

- a) that any rabbit routinely kept outside is kept in a rabbit hutch:
  - i. constructed in such a way as to prevent escape by the rabbit;
  - ii. not located in any front or flank yard as described in the Zoning By-law; and,
  - iii. located at a distance of not less than 1.2 metres from the Lot Line.
- b) all refuse and waste matter from any rabbit hutch is disposed of in a proper and sanitary manner and no such refuse or waste matter is burned or stored.

## **8.3 Mice, Rats, Guinea Pigs, Hamsters, Gerbils, Ferrets**

8.3.1 Notwithstanding Section 8.1, a Person may Keep in a Dwelling Unit or on the Premises in the City, not more than a total of six (6) of any combination of mice, rats, guinea pigs, hamsters and gerbils, provided same are housed and Kept in an escape proof enclosure.

8.3.2 Notwithstanding Section 8.1, a Person may Keep in a Dwelling Unit or on the Premises in the City, not more than two (2) ferrets, provided the ferrets are housed and kept in an escape proof enclosure.

## **8.4 Snakes, Lizards**

8.4.1 Notwithstanding Section 8.1, a Person may Keep in a Dwelling Unit or on the premises in the City, not more than two (2) non-venomous snakes and two non-venomous lizards provided same are housed and kept in an escape proof enclosure.

8.4.2 No person shall carry or display a snake on any highway or in any public place or other place to which the public is customarily admitted except in accordance with Sec 8.4.3 and 8.6.4.

8.4.3 A snake may be carried or displayed in:

- a) an educational institution or research facility where such animals are housed or studied;
- b) an educational or entertainment display, including a circus or zoo, that is supervised at all times by a qualified handler;
- c) a veterinary hospital or clinic;
- d) the premises of a pet store.

8.4.4 Every Person who needs to transport or carry a snake on any highway or in any public place or other place to which the public is customarily admitted shall, while it is being carried or transported, confine the snake in a cloth bag which has been placed inside a box made of durable material with a lid that has been fastened securely, provided that the animal has sufficient air to breathe.

## **8.5 Horses, Domestic Fowl, Cattle, Goats, Swine, Mink, Sheep and Mules**

Notwithstanding Section 8.1, a Person may Keep horses, domestic fowl, cattle, goats, swine, mink, sheep or mules or similar livestock, provided such are kept on a property appropriately zoned for such purpose by the Zoning By-law.

## **9 Section 9 – Kennels**

### **9.1 Licensing**

The Owner of a Kennel shall pay annually to the City, or its authorized agent, on or before the 1<sup>st</sup> day of January in each year, a license fee for his or her Kennel in accordance with in the City's current Departmental User Fee and Service Charges By-law., as amended, and shall receive a Kennel License for the current year.

### **9.2 Kennels Exempt from Tag Requirements**

Subject to Section 9.4, where the Owner of a Kennel has complied with subsection 9.1, they are not required to cause each Dog, or Cat kept at their Kennel to be registered with and licensed by the City.

### **9.3 Requirement to Register Owner's Pets**

Owners of a Kennel shall register their own Dogs, Cats, or Animals in accordance with Section 3. The registration fee is included in the Kennel License fee. Dog(s) and Cat(s) registered in this manner shall be required to wear a Tag as prescribed by Section 4.

### **9.4 Kennel License**

No Person shall operate a Kennel without a Kennel license.

### **9.5 Compliance with Zoning Regulations**

No license shall be issued to any Kennel pursuant to the provisions of this By-law, unless the Kennel is in a location or an area in which Kennels are permitted by the

applicable Zoning By-law, and unless the Kennel complies with all the requirements of that Zoning By-law.

## **9.6 Number of Animals Kept**

No person shall keep more than the allowable number of Dogs or Cats under section 4.2.1 over twelve (12) weeks of age at any one location, unless a Kennel License has been issued to that Person for that location.

## **9.7 Construction Requirements**

9.7.1 Every Person who operates a Kennel shall comply with the following requirements:

- a) the Kennel shall be in a separate building and shall not be attached to a building which is or can be used for human habitation.
- b) the Kennel building must conform to the Building Code Act and must be maintained in such a manner as to be free of damage.
- c) the Kennel building shall have a floor of concrete or other impermeable material and shall be equipped with a drain opening constructed as a plumbing fixture. Alternatively, Dogs may be kept in cages of size adequate to allow the Dog to extend its legs to their full extent, to stand or sit, to turn around or lie down in a fully extended position, and the cages shall be constructed solely of metal or wire or partly of wire and shall have metal or other impermeable bottoms.

9.7.2 The Kennel building shall have:

- a) windows which may be opened for proper ventilation.
- b) a heating system sufficient for the health, care and comfort of the Dogs, Cats, or Animals.
- c) Adequate plumbing and potable water.

## **9.8 Fence Requirements**

Where Dogs are permitted to use an outside area, there shall be constructed around such area a fence having a height of at least 1.52 meters (5 feet); the wall of an adjacent building may be included as part of such fenced-in area. Such fence shall not be required where the outside area is more than 61 meters (200 feet) from the nearest limit of the property.

## **9.9 Annual Inspection**

9.9.1 Every Kennel shall be subject to an annual inspection by the Animal Care & Control Officer, or by such other Person or agency as may be designated by Council, to ensure that the foregoing provisions of Section 9 are being adhered to in the operation of the Kennel, and a report in writing of each

inspection shall be filed with the City. The fee for the initial inspection is included in the Kennel License fee set forth in in the City's current Departmental User Fee and Service Charges By-law.

- 9.9.2 Where such inspection reveals that the foregoing provisions of Section 9 are not being adhered to by the Kennel Owner, the Animal Care & Control Officer, or such other Person or agency as may be designated by Council, may suspend the Owner's Kennel License until the deficiencies found have been remedied.
- 9.9.3 An inspection fee shall be payable to the City, or its authorized agent, on each occasion that a further inspection of the Kennel is necessary to determine that the Kennel satisfies the provisions of Section 9. Fees for any further inspections within the year the Kennel License was purchased are included in the City's current Departmental User Fee and Service Charges By-law.
- 9.9.4 An inspection of a Kennel may be carried out more frequently than once each year when a reasonable complaint or complaints with respect to the operation of the Kennel have been received by the City.

#### **9.10 Operate While Under Suspension**

No Person shall operate a Kennel while their Kennel License is under suspension.

#### **9.11 Authorized Issuer**

- 9.11.1 Kennel licenses may be issued by Temiskaming Shores Animal Services upon receipt of an approved Kennel inspection report as set out in Appendix "4" to Schedule "A" of this By-law.
- 9.11.2 The application shall be submitted by the Animal Care & Control Officer or other agency or Person as designated by Council for approval by the City and other agencies within sixty (60) days from receiving a complete application.

#### **10 Section 10 – Interfere**

- 10.1 No Person shall interfere with, hinder, or harass an agent of the City of Temiskaming Shores in the performance of any duty of such agent, or seek to release any Dog, Cat, or Animal in the custody of the City, or its agents, except as herein provided.
- 10.2 No Person shall tamper, remove, or interfere with traps or equipment.

10.3 No Person shall refuse to produce any documents or things required by an agent in the exercise of a power or performance of a duty under this By-law, and every Person shall assist any entry, inspection, examination, or inquiry by an agent.

10.4 No Person shall knowingly furnish false information to an agent.

## **11 Section 11 – Exemptions**

### **11.1 Police Dog Exempt**

No part of this By-law shall apply to a Police Dog.

### **11.2 Hens in Agricultural Zones Exempt**

No part of this By-Law shall apply to Owners of Hens kept in an area which is zoned "Rural" or "Agricultural" pursuant to the Zoning By-law and said Hens are kept for agricultural uses in accordance with their defined function.

## **12 Section 12 – Penalties**

### **12.1 General Penalties**

Any Person who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law, shall be liable to a fine of not more than \$5,000 pursuant to the Provincial Offences Act, R.S.O., 1990, c. P. 33. Where an offence is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

## **13 Section 13 – Validity**

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

**The Corporation of The City of Temiskaming Shores  
Appendix "1" Part 1 Provincial Offences Act Set Fines**

<b>Item</b>	<b>Column 1 Short form wording</b>	<b>Column 2 Offence creating provision or Defining offence</b>	<b>Column 3 Set fine</b>
1	Fail to register Dog or Cat.	Sch. A, Section 3.2.1	\$100
2	Failure to Keep Tag securely fixed on Dog or Cat.	Sch. A, Section 4.1.1	\$50
3	Attaching a Tag to a Dog or Cat other than the Dog or Cat for which it was issued.	Sch. A, Section 4.1.4	\$100
4	Owner possesses more than the allowable number of Dogs, Cats, or the allowable combined total of Cats and Dogs.	Sch. A. Section 4.2.1	\$100
5	Allow a Dog or Cat to be At Large.	Sch. A, Section 4.3.1	\$150
6	Allow a Dog or Cat to be At Large on Private Property.	Sch. A, Section 4.3.2	\$150
7	Failure to ensure that a Dog or Cat is on a Leash.	Sch. A, Section 4.3.3.(a)	\$50
8	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> of not more than 2 meters in length	Sch. A, Section 4.3.3.(b)	\$50
9	Failure to ensure that a Dog or Cat is on a Leash held by a Responsible Person.	Sch. A, Section 4.3.3(c)	\$50
10	Allow a Dog in a Dog Off-Leash Area without a Dog Tag, or history of vicious behaviour	Sch. A, Section 4.3.6	\$75
11	Allow a Dog or Cat to trespass.	Sch. A, Section 4.5	\$100
12	Failure to remove and dispose of excrement left by Dog, Cat, or Animal on roadway or highway	Sch. A, Section 4.6.1(a)	\$100
13	Failure to remove and dispose of excrement left by Dog, Cat or Animal in public park	Sch. A. Section 4.6.1(b)	\$100
14	Failure to remove and dispose of excrement left by Dog, Cat or Animal on Public Property.	Sch. A. Section 4.6.1(c)	\$100
15	Failure to remove and dispose of excrement left by Dog, Cat or Animal, Private Property other than Owner's Premises.	Sch. A. Section 4.6.1(d)	\$100
16	Failure to remove and dispose of excrement left by Dog, Cat or other Animal, Owner's Premises.	Sch. A. Section 4.6.2	\$100
17	Allow Dog, Cat, Animal, or Prescribed Bird to make noise.	Sch. A, Section 4.7.1	\$100
18	Bring Dog, Cat Animal into Animal Prohibited Area.	Sch. A. Section 4.8.1	\$100
19	Harbor a nuisance Dog, Cat, or Animal.	Sch. A, Section 4.9.1	\$150
20	Allow Dog, or Cat to attack or bite.	Sch. A, Section 5.1.1	\$500
21	Fail to muzzle a Vicious Dog, Owners' Premises.	Sch. A, Section 5.1.5.(a)	\$250
22	Fail to ensure that a Vicious Dog is securely leashed Owners Premises.	Sch. A, Section 5.1.5.(b)	\$250

23	Fail to ensure that a Vicious Dog is confined within a secured structure in a good state of repair.	Sch. A, Section 5.1.5.(c)	\$250
24	Fail to post a warning sign in a conspicuous location.	Sch. A, Section 5.1.5.(d)	\$250
25	Fail to ensure that a Vicious Dog is securely leashed.	Sch. A, Section 5.1.6.(a)	\$250
26	Fail to muzzle a Vicious Dog not on Owner's Premise	Sch. A, Section 5.1.6.(b)	\$250
27	Fail to report change of Ownership or location of a Vicious Dog.	Sch. A, Section 5.1.7	\$200
28	Fail to perform trapping in a humane manner.	Sch. A, Section 6.4.1 (a)	\$200
29	Set prohibited size trap.	Sch. A, Section 6.4.2 (a)	\$50
30	Set prohibited lethal trap.	Sch. A, Section 6.4.2 (b)	\$200
31	Owner possesses more than the allowable number of household birds.	Sch. A, Section 7.1	\$100
32	Owner possesses more than the allowable number of Hens.	Sch. A, Section 7.2.1	\$100
33	Owner fails to confine Hens in Coop between 9:00 pm and 6:00 am.	Sch. A, Section 7.2.1 (a)	\$100
34	Owner fails to maintain Hen Coop.	Sch. A, Section 7.4.1	\$100
35	Owner fails to maintain Hen Run.	Sch. A, Section 7.5.1	\$100
36	Allow Hen to make Noise.	Sch. A, Section 7.7.2	\$100
37	Allow Hen to be At Large.	Sch. A, Section 7.7.3	\$100
38	Person Keep a rooster.	Sch. A, Section 7.7.4	\$100
39	Keep Animal other than Dog, Cat, Prescribed Bird or prescribed Animal	Sch. A, Section 8.1.1	\$500
40	Owner possesses more than the allowable number of rabbits.	Sch. A. Section 8.2	\$100
41	Owner possesses more than the allowable number of non-venomous snakes and/or non-venomous lizards	Sch. A. Section 8.4.1	\$100
42	Display snake in a public place.	Sch. A. Section 8.4.2	\$100
43	Operate Kennel while suspended.	Sch. A. Section 9.10	\$400
44	Interfere with agent.	Sch. A. Section 10.1	\$300
45	Interfere with equipment.	Sch. A. Section 10.2	\$200
46	Fail to produce documents to agent.	Sch. A. Section 10.3	\$100
47	Furnish false information to agent.	Sch. A. Section 10.4	\$100

**Note: The general penalty provision for the offences above is Section 12.1 of By-law No. 2023-122, a certified copy of which has been filed.**

**The Corporation of The City of Temiskaming Shores  
Appendix "2" Animal Prohibited Area**

	<b>Name</b>	<b>Address or Location</b>
1	New Liskeard Public School	141 Dymond Avenue
2	Temiskaming District Secondary School	90 Niven Street North
3	Ecole Catholique St- Michel	998075 Highway 11 North
4	Ecole Catholique Ste-Croix	304 Rorke Avenue
5	École Secondaire Catholique Ste-Marie	340 Hessle Street
6	Ecole publique des Navigateurs	39 Hessle Avenue
7	English Catholic Central School	245 Shepherdson Road
8	Haileybury Beach	East of the STATO trail and within the confines of the breakwall. This includes all sand, grass, structures, and docks within this boundary. West of the building, includes all sand, grass, the wading pool and playground. The wooden deck is excluded from this ban.
9	New Liskeard Beach	Between the posted signage located adjacent to the culvert at the southwest end of the Pool Fitness Centre and the walkway east of the Pool Fitness Centre.
10	Algonquin Memorial Beach Park	Inside the marked playing surface of the soccer fields, baseball diamonds, skatepark, and horseshoe pits.
11	Rotary Farr Park	Inside the marked playing surface of the soccer fields, baseball diamonds, and shuffleboard court.
12	Mount Pleasant Cemetery	Morissette Drive and Meridian Avenue
13	Farr Historic Cemetery	Cobalt Street
14	Valleyview Cemetery	177150 Shepherdson Road
15	Pioneer Cemetery	High Street and Whitewood Avenue
16	Haileybury Catholic Cemetery	Meridian Avenue
17	North Cobalt Catholic Cemetery	Groom Drive
18	Moore's Cove Catholic Cemetery	Lakeshore Rd South
19	New Liskeard Catholic Cemetery	Dawson Point Road and Peters Road
20	Cobalt Veterans Cemetery	Morissette Drive
21	Silverland Cemetery	Hwy 11B between Haileybury and Cobalt
22	Temiskaming Shores Rotary Splash Pad	New Liskeard Waterfront next to the Spurline Building on Fleming Drive

**The Corporation of The City of Temiskaming Shores  
Appendix "3" Dog Off-Leash Areas**

	<b>Name</b>	<b>Address</b>
1.	Laroque's Field	Cobalt Street
2.	Murray Daniels Field	Lakeview Avenue

### The Corporation of The City of Temiskaming Shores Appendix "4" Kennel License Application

Please complete the following information as thoroughly as possible such that a proper evaluation can be conducted. The completed application and related documentation should be mailed or returned to the above noted address. Use additional paper if needed.

For Office use only	
File No.:	BA-20_____ - _____
Roll No.:	54 - 18 - _____
Address:	_____

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

PROPERTY DESCRIPTION: Are You the Owner?  Yes  No

Street Address: \_\_\_\_\_

Lot Frontage: \_\_\_\_\_ Lot Depth: \_\_\_\_\_

#### PROPOSED KENNEL INFORMATION

Please indicate which of the following best describes municipal services required in your operation.

- Class 1 Limited services required (i.e., washroom for public use).
- Class 2 Services required (i.e., sinks for washing, cleaning, etc.).

Indicate number of employees in relation to the proposed Kennel business: \_\_\_\_\_

Number of commercial vehicles: \_\_\_\_\_ Describe: \_\_\_\_\_

How many off-street parking spaces are available? (10ft x 20 ft/space): \_\_\_\_\_

Will you be using signage?  No  Yes

If YES, attach a separate sheet indicating the dimensions, wording, height, in relation to the ground, and location on the site plan.

Will both sides of the sign be used?  No  Yes

Give a brief description of the proposed Kennel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed hours of operation (indicate "Closed" if not open on certain days):

Day	Hours	Day	Hours
<b>Monday</b>	_____	<b>Friday</b>	_____
<b>Tuesday</b>	_____	<b>Saturday</b>	_____
<b>Wednesday</b>	_____	<b>Sunday</b>	_____
<b>Thursday</b>	_____	<b>Holidays</b>	_____

The addition of a Kennel under the Building Code is considered a change of use and therefore requires the issuance of a building permit.

Has the Building Department been consulted on this matter?  No  Yes

CHECKLIST: The Following Documents must accompany this application:

- Property Site Plan showing lot lines, location and dimensions of all structures, parking spaces, entrances, proposed sign location and fence enclosures.
- Interior Floor Plan indicating dimensions and location of all rooms associated with the proposed Kennel License, including storage areas, cages or floor drains, ventilation, heating system, water access.

Declaration of Applicant

I \_\_\_\_\_ certify that:  
(Print Name)

1. The information contained in this application, the attached schedules, plans, specifications, and other documentation is true to the best of my knowledge.
2. I have authority to bind the corporation or partnership (if applicable).

\_\_\_\_\_  
Date Signature of Applicant

Declaration of Owner

I \_\_\_\_\_ certify that:  
(Print Name)

1. I am the legal Owner of the property described on this application, and
2. I have authority to bind the corporation or partnership (if applicable), and
3. I hereby authorize \_\_\_\_\_ to act as my agent with respect to this application for a Kennel License.  
(Print Name)

\_\_\_\_\_  
Date Signature of Applicant

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

**By-law No. 2023-123**

**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 November 21, 2023, and for its Special meetings on October 27, 2023 and on November 13, 2023**

**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 **November 21, 2023**, and at its Special meetings held on **October 27, 2023** and on **November 13, 2023**, 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 21<sup>st</sup> day of November, 2023

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Mayor

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Clerk