



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, October 5, 2021 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Agenda**

**Land Acknowledgement**

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

*Draft Resolution*

Moved by: Councillor  
Seconded by: Councillor

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

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

*Draft Resolution*

Moved by: Councillor  
Seconded by: Councillor

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

- a) Regular Meeting of Council – September 21, 2021; and
- b) Special Meeting of Council – September 28, 2021.

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

- a) Potential Disposition of Land

**Applicant:** Kelly Niemi

**Property:** Portion of Delia Lane on Plan M-13 N.B.

**Purpose:** The applicant owns land adjacent to Delia Lane and is seeking to acquire a portion of the subject property to have contiguous property ownership for the creation of a driveway.

**8. Question and Answer Period**

**9. Presentations / Delegations**

None

**10. Communications**

- a) Dan Tache, President – Tache Construction Inc.

**Re:** Letter of intent for New Liskeard Waterfront development, 2021-09-17

**Reference:** Referred to the Building Maintenance Committee and the Corporate Services Committee

- b) Danny Whalen, President – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Letter to the Honourable Peter Bethlenfalvy, Minister of Finance regarding Support for Ontario Municipalities to grant the same revenue tools as the City of Toronto, 2021-09-23

**Reference:** Received for Information

- c) Earlton-Timiskaming Regional Airport Authority  
**Re:** Financial Statements – March, April, May and June 2021  
**Reference:** Received for Information
  
- d) Earlton-Timiskaming Regional Airport Authority  
**Re:** Manager’s Report – March, April, May and June 2021  
**Reference:** Received for Information
  
- e) Federation of Northern Ontario Municipalities (FONOM)  
**Re:** Resolution of Support - Consolidation of Agencies to Address the Opioid, Mental Health and Addiction Crisis, 2021-09-29  
**Reference:** Received for Information
  
- f) Ross Brubacher, President - Riverside Farmers Market Board of Directors  
**Re:** Request for an exemption to vaccine passport for Farmers Market Vendors and Patrons , 2021-09-29  
**Reference:** Received for Information
  
- g) Sandra Kitchen, Acting Clerk – Town of Kingsville  
**Re:** Support Resolution – Save Eye Care in Ontario, 2021-10-01  
**Reference:** Received for Information
  
- h) Sheila Olan-MacLean, President - CUPE  
**Re:** 21<sup>st</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 21, 2021  
**Reference:** Motion Presented Under Section 15. New Business

- i) Dr. Glenn Corneil, Acting Medical Officer of Health/ Chief Executive Officer – Timiskaming Health Unit

**Re:** Request from the Timiskaming Health Unit related to Recreational Facilities Proof of COVID-19 Vaccination Policy, 2021-10-01

**Reference:** By-law presented for consideration under Section 16. By-laws

- j) Phil Whitton, Superintendent Commander, Municipal Policing Bureau

**Re:** OPP Municipal Policing 2022 Annual Billing Statement, 2021-09-30

**Reference:** Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on July 15, 2021; and
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on August 18, 2021.

**12. Committees of Council – Internal Departments**

None

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Proclamation - 21<sup>st</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day on October 21, 2021**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Whereas years of research confirms the benefits of high-quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Early Childhood Educators and child care staff are the key to quality in early learning and child care programs and champions for children.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby designates October 21, 2021 to be the 21st annual "Child Care Worker & Early Childhood Educator Appreciation Day", in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

**b) January to September 2021 Year-to-Date Capital Financial Report**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt the January to September 2021 Year-to-Date Capital Financial Report for information purposes.

**c) Memo No. 033-2021-CS –Skate Sharpening Booth Lease Agreement – Change of Ownership**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.033-2021-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Lease Agreement with Terris Holdings Inc. (to reflect the new ownership of the business previously operating as Active 1 Source for Sports), for the remainder of the (3) year lease agreement term of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena for consideration at the October 5, 2021 Regular Council Meeting.

**d) Memo No. 034-2021-CS –Business Recovery Program**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.034-2021-CS titled Business Recovery Program, for information purposes.

**e) Administrative Report CS-037-2021 – Hurteau Land Use Agreement**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-037-2021; and

That Council directs staff to prepare the necessary by-law to enter into a five (5) year land use agreement for the lands described as BUCKE CON 1 N PT LOT 7 PCL 6958SST, with Mr. George Hurteau, for consideration at the October 5, 2021 Regular Council Meeting.

**f) Administrative Report CS-038-2021 – Property Standards By-law Amendment (Nuisance Trees)**

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-038-2021; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-081 (Property Standards) to include provisions for the regulation of nuisance trees for consideration at the October 5, 2021 Regular Council Meeting.

**g) Administrative Report CS-039-2021 – Lease Agreement – Dr. Pretty**

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-039-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Dr. Chelsea Pretty to lease office space in the Haileybury Medical Centre, for consideration at the October 5, 2021 Regular Council meeting.

**h) Administrative Report CS-040-2021 – Lease Agreement – Haileybury Arena Concession Stand**

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-040-2021; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Ophelia Hartzke for the use of the Shelley Herbert-Shea Memorial Arena Concession Stand from October 1, 2021 to April 30, 2022, for consideration at the October 5, 2021 Regular Council meeting.

**i) Administrative Report CS-041-2021 – Zoning By-law Amendment No. 2021-06 (DYMOND CON 4 N PT LOT 12 PCL 15244SST)**

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-041-2021;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Prime Agricultural (A1) to Prime Agricultural Exception 2 (A1-2); 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 October 5, 2021 Regular Council meeting.

**j) Memo No. 001-2021-LIB – Memorandum of Understanding (MOU) with Northern College for provision of Library Services in Haileybury**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2019-189 and enter into a revised Memorandum of Understanding between Northern College of Applied Arts and Technology, the City of Temiskaming Shores and the Temiskaming Shores Public Library for library services at Northern College – Haileybury Campus, at an annual cost of \$18,000 including taxes, plus a 3 percent increase for each subsequent year specified in this Agreement for consideration at the October 5, 2021 Regular Council meeting.

**k) Administrative Report No. PW-021-2021 – 2021 –2022 Winter Operations Plan**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-021-2021;

That Council directs Staff to prepare the necessary by-law, for the implementation of the 2021 – 2022 Winter Operations Plan, for consideration at the October 5, 2021 Regular Council meeting; and

That Council directs the Manager of Transportation Services to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 7th, 2021 and conclude on or about Thursday, April 7<sup>th</sup>, 2022.

**I) Administrative Report No. PW-022-2021 – Tender Award – Transit Bus**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-022-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Alexander Dennis Inc. for supply and delivery of a 35' Conventional Transit Bus, in the amount of \$315,000.00, plus applicable taxes, for consideration at the October 5, 2021 Regular Council meeting.

**16. By-laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-141 Being a by-law to appoint an Interim Integrity Commissioner for the City of Temiskaming Shores (Repeals By-law No. 2019-036)

By-law No. 2021-142 Being a by-law to amend By-law No. 2019-018, as amended to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council (Age Friendly)

By-law No. 2021-143 Being a by-law to enter into a Lease Agreement with Terris Holdings Inc (o/a Active 1 Source for Sports) for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena (Repeals By-law No. 2019-138)

- By-law No. 2021-144 Being a by-law to enter into an Agreement with George Hurteau for the Occupation of Municipal Land – Roll No. 54-18-030-008-042.00
- By-law No. 2021-145 Being a by-law to amend By-law No. 2018-081 to regulate Property Standards (Regulate Nuisance Trees)
- By-law No. 2021-146 Being a by-law to authorize the entering into a lease agreement with Dr. Chelsea Pretty for the rental of space at the Haileybury Medical Centre
- By-law No. 2021-147 Being a by-law to enter into an agreement with Ophelia Hartzke for the provision of concession services at the Haileybury Arena
- By-law No. 2021-148 Being a By-law to amend By-law No. 2017-154 to rezone DYMOND CON 4 N PT LOT 12 PCL 15244SST from the Prime Agricultural (A1) Zone to the Prime Agricultural Exception 2 (A1-2) Zone to prohibit residential uses and permit a reduced lot area
- By-law No. 2021-149 Being a by-law to enter into a Memorandum of Understanding between Northern College of Applied Arts and Technology, the City of Temiskaming Shores and the Temiskaming Shores Public Library for library Services at Northern College – Haileybury Campus (Repeals By-law No. 2019-189)
- By-law No. 2021-150 Being a by-law to adopt the 2021-2022 Winter Operations Plan for the City of Temiskaming Shores
- By-law No. 2021-151 Being a by-law to enter into an agreement with Alexander Dennis (Canada) Inc. for the Supply and Delivery of one (1) 35' Conventional Transit Bus
- By-law No. 2021-152 Being a by-law to amend By-law No. 2021-139 to Adopt a Recreation Facilities Proof of COVID-19 Vaccination Policy for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-120 (Amendment to Animal Control By-law No. 2013-051)  
By-law No. 2021-141;  
By-law No. 2021-142;  
By-law No. 2021-143;  
By-law No. 2021-144;  
By-law No. 2021-145;  
By-law No. 2021-146;  
By-law No. 2021-147;  
By-law No. 2021-148;  
By-law No. 2021-149;  
By-law No. 2021-150;  
By-law No. 2021-151; and  
By-law No. 2021-152

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

**Clerk's Note:** By-law No. 2021-120, being a by-law to amend By-law No. 2013-051 to regulate the keeping of animals and the registration of dogs and cats within the City of Temiskaming Shores, received First & Second Reading at the August 10, 2021 Regular meeting of Council. On September 15, 2021, the City received approval (Signed Order dated September 29, 2021) for set fines relating to provisions in this by-law from the Regional Senior Justice Northeast Region.

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, October 19, 2021 at 6:00 p.m.
- b) Regular – Tuesday, November 2, 2021 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Labour Relations; and
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality – 545 Lakeshore Road.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

**20. Confirming By-law**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2021-153 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **September 28, 2021** and for its Regular meeting held on **October 5, 2021** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2021-153 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, September 21, 2021 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**Land Acknowledgement**

Mayor Kidd began the meeting by observing City Council's first Land Acknowledgement:

We want to start our meeting off this evening with a land acknowledgement.

Land acknowledgments are intended to acknowledge and honour the people who lived on these lands of Turtle Island. However, there is a troubling trend that these land or territory acknowledgments do not fulfil this purpose.

The City of Temiskaming Shores does not want our land acknowledgment to just be another box to check off in our meeting agenda. We want to use this as an intentional and thoughtful way to position ourselves, to provide meaningful and thankful acknowledgment to the First Nations and Metis communities whose land we occupy.

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.

Council further recognizes the Algonquin People as the customary keepers and defenders of Lake Temiskaming, the Ottawa River Watershed and its tributaries. We honour their long history of welcoming many Nations to this beautiful territory and uphold and uplift their voice and values.

Council acknowledges the historical oppression of lands, cultures and the original Peoples in what we now know as Canada and fervently believes we all can make a contribution to the healing and decolonizing journey we all share together.

In closing, September 30<sup>th</sup> will mark the first National Day for Truth and Reconciliation, also known as Orange Shirt Day.

It is a day for us to acknowledge and recognize the ongoing trauma caused by residential schools and to honour the survivors, families and communities who continue to grieve for those who were lost.

I encourage all of our residents to take the time on September 30<sup>th</sup> to reflect upon our past. Acknowledge and confront the horrors of our collective history. Pause and examine your own internal biases and prejudices. As a Community and a Nation we can do better! Acknowledgement is only the first step on our path towards true understanding and reconciliation.

**1. Call to Order**

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

**2. Roll Call**

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

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

Regrets: Councillor Foley

Media: 1, Blake Christie, CJTT

Members of the Public: 2

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

The Clerk requested the deletion of the following items, as a solicitor for a private land transaction on Clover Valley Road, determined that the road dedication by-law is not required for the City to be the beneficial owner of the property:

- Item 15 b) Memo No. 032-2021-CS – Road Assumption – Clover Valley Road; and

- Item 16 b) By-law No. 2021-131 for the assumption of a Highway for public use (Portions of Clover Valley Road).

**4. Approval of Agenda**

*Resolution No. 2021-376*

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

**Carried**

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

None

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

*Resolution No. 2021-377*

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

- a) Regular Meeting of Council – September 7, 2021; and
- b) Special Meeting of Council – September 14, 2021.

**Carried**

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

- a) Zoning By-law Amendment (ZBA-2021-06)

**Owner:** Rudolf and Candace Tobler

**Agent:** William R. Ramsay, Ramsay Law Office Professional Corporation

**Subject Land:** West side of Sales Barn Road; Dymond Concession 4, North Part of Lot 12, Parcel 15244SST

**Purpose of the application:** To add a site-specific exception to the A1 Zone to prohibit future residential use and to recognize a reduced lot area for the subject property.

Mayor Kidd 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 Kidd declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested the Planner to outline the details of the application.

Jennifer Pye, Planner, utilizing PowerPoint, outlined the background, purpose, and planning analysis related to the zoning by-law amendment. Prior to the public meeting, no comments were received. Notice of the public meeting was provided via the City Bulletin in accordance with the statutory notice requirements of the Planning Act.

Mayor Kidd inquired if there are any members of the public wanting to speak to this issue to input their comments into the chat box. Mayor Kidd invited Mr. Bill Ramsay to provide his comments. Mr. Ramsay reviewed the history of the application, which is to provide more hay land, and to ensure the zoning remains for farmland use, and not for residential purposes. The Director of Corporate Services indicated no comments were received in the chatbox.

Mayor Kidd inquired if there were any comments from members of Council. Councillor Laferriere requested that other residential uses, such as the bed and breakfast, home industry and second dwelling be removed from permitted uses as well.

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

**8. Question and Answer Period**

None

**9. Presentations / Delegations**

None

**10. Communications**

- a) Larry and Marlene Welch, Residents

**Re:** Request to Purchase Municipal Land

**Reference:** Referred to the Municipal Clerk to process in accordance with the City's Disposition of Land By-law No. 2015-160

- b) Karine Pelletier, Clerk-Treasurer – Township of McGarry

**Re:** Support Resolution – Testing for Prostate Cancer

**Reference:** Received for Information

Resolution No. 2021-378

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

**Carried**

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

None

**12. Committees of Council – Internal Departments**

None

**13. Reports by Members of Council**

Councillor Whalen inquired if the percentage of Committee members fully vaccinated could be included when agendas are distributed, so those attending could make an informed decision on whether they wish to attend in person. The

City Manager stated that he would investigate the request. Councillor Laferriere discussed the virtual tools available for those attending committee meetings.

Councillor Jelly updated that a Police Services Board meeting was held on September 20<sup>th</sup>, 2021. Bruce Chaplin will be on the board on an interim basis. A fee increase is not anticipated for the Ontario Association of Police Services Board (OASPB) dues in 2022, and a labour seminar will be held on November 18<sup>th</sup> that some board members will be attending virtually.

**14. Notice of Motions**

None

**15. New Business**

**a) January to August 2021 Year-to-Date Capital Financial Report**

Resolution No. 2021-379

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt the January to August 2021 Year-to-Date Capital Financial Report for information purposes.

**Carried**

**b) Memo No. 032-2021-CS – Road Assumption – Clover Valley Road**

Deleted from the Agenda.

**c) Administrative Report CS-034-2021 – Alternative Voting Methods – 2022 Municipal Election**

Resolution No. 2021-380

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-034-2021;

That Council endorse the use of a hybrid system using internet and telephone voting and optical scan vote tabulators with paper ballots, for the 2022 Municipal Elections, as set out in Administrative Report No. CS-034-2021; and

That Council directs staff to release a Request for Proposal for Alternative Voting System Services for the 2022 Municipal Election.

**Carried**

**d) Administrative Report CS-035-2021 – Sale of Municipal Property being Part of Laneway and Part of Ethel Street to Richard and Judith Walsh**

Resolution No. 2021-381

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-035-2021;

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

- a. part of a lane between Lots 138-139, and 156-157, on Plan M54NB, described as Part 2 on Plan 54R-6223, and
- b. part of Ethel Street, described as Part 1 on Plan 54R-6223;

in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Agreement between the City of Temiskaming Shores as Vendor, and Richard and Judith Walsh as Purchaser for the above-described road allowances, in the amount of \$500 plus taxes (if applicable) per lane, plus all associated costs (legal, registration, administration, etc.) in accordance with By-law No. 2015-160, for consideration at the September 21, 2021 Regular Council meeting.

**Carried**

**e) Administrative Report CS-036-2021 – Sale of Municipal Land (Parcel on Firstbrook Line Road) to Fredric and Carmen MacKewn**

Resolution No. 2021-382

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-036-2021; and

That Council directs staff to prepare the necessary by-law to enter into an Offer of Purchase and Agreement between the City of Temiskaming Shores as Vendor, and Fredric and Carmen MacKewn as Purchaser for a vacant parcel described as BUCKE CON 4 S PT LOT 1 PCL 5447NND, in the amount of \$25,000, plus taxes (if applicable), and all associated costs (appraisal, legal, registration, administration, etc.) in accordance with By-law No. 2015-160, for consideration at the September 21, 2021 Regular Council meeting.

**Carried**

**f) Fire Prevention Week Proclamation**

Resolution No. 2021-383

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Whereas the City of Temiskaming Shores is committed to ensuring the safety and security of all those living in and visiting Temiskaming Shores; and

Whereas fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas smoke alarms detect smoke well before you can, alerting you to danger in the event of fire in which you may have just seconds to escape safely; and

Whereas working smoke alarms save lives by providing early warning of fire so you and your family can safely escape; and

Whereas Temiskaming Shores residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

Whereas residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas Temiskaming Shores residents will make sure their smoke and

carbon monoxide alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

Whereas Temiskaming Shores first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and public fire safety education; and

Whereas Temiskaming Shores residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas the 2021 Fire Prevention Week theme, “Learn the Sounds of Fire Safety”, effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims October 3<sup>rd</sup> to 9<sup>th</sup>, 2021, as Fire Prevention Week, and urges all residents to “Learn the Sounds of Fire Safety”; and

Further that residents be encouraged to support public safety activities and efforts of Temiskaming Shores fire and emergency services during Fire Prevention Week.

**Carried**

**g) Memo No. 003-2021-PPP – Renewal of Emergency Fire Call Response System Agreement**

Resolution No. 2021-384

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2021-PPP;

That Council hereby agrees to a five-year agreement renewal with the Corporation of the City of Timmins for the provision of a Twenty-Four (24) hour Emergency Fire Call Response System subject to the conditions as outlined in Appendix 01; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement with The Corporation of the City of Timmins for the provision of a Twenty-Four (24) hour Emergency Fire Call Response System for consideration at the September 21, 2021 Regular Council meeting.

**Carried**

**h) Memo No. 018-2021-PW – Investing in Canada Infrastructure Program (ICIP) – Green Stream 2nd Intake (Submission Update)**

Resolution No. 2021-385

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2021-PW for information purposes.

**Carried**

**i) Memo No. 019-2021-PW – Blue Box Transition Ad-Hoc Committee**

Resolution No. 2021-386

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2021-PW;

That Council approves the establishment of Temiskaming Shores (Ad Hoc) Blue Box Transition Committee; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-001 for the Appointment of Council Representatives to various Boards & Committees, to appoint Mayor Kidd, Councillor Jelly and Councillor Whalen as Committee representatives on the Temiskaming Shores (Ad Hoc) Blue Box Transition Committee, for consideration at the September 21, 2021 Regular Council meeting.

**Carried**

**j) Memo No. 012-2021-RS – Recreation Facilities Proof of COVID-19 Vaccination Policy**

Resolution No. 2021-387

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

That Council directs staff to prepare the necessary by-law to adopt the Recreation Facilities Proof of COVID-19 Vaccination Policy for consideration at the September 21, 2021 Regular Council meeting.

**Carried**

**16. By-laws**

Resolution No. 2021-388

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that:

- By-law No. 2021-130 Being a by-law to adopt a COVID-19 Vaccination Policy for the City of Temiskaming Shores
- By-law No. 2021-131 Being a by-law for the assumption of a Highway for public use (Portions of Clover Valley Road) – **Deleted from Agenda**
- By-law No. 2021-132 Being a by-law to Stop up and Close a Highway – Part of Lane, being legally described as Part 2 on Plan 54R-6223
- By-law No. 2021-133 Being a by-law to Stop up and Close a Highway – Part of Ethel Street, being legally described as Part 1 on Plan 54R-6223
- By-law No. 2021-134 Being a by-law to authorize the Sale of Land for a Portion of a Lane, described as Part 2 on Plan 54R-6223 to Richard Walsh and Judith Walsh
- By-law No. 2021-135 Being a by-law to authorize the Sale of Land for a Portion of Ethel Street, described as Part 1 on Plan 54R-6223 to Richard Walsh and Judith Walsh
- By-law No. 2021-136 Being a by-law to authorize the Sale of Land described as BUCKE CON 4 S PT LOT 1 PCL 5447NND to Fredric MacKewn and Carmen Mackewn
- By-law No. 2021-137 Being a by-law to amend By-law No. 2015-015, as amended being a by-law to enter into an agreement with the Corporation of the City of Timmins for the provision of a Twenty-Four (24) hour Emergency Fire Call Response System

By-law No. 2021-138 Being a by-law to amend By-law No. 2019-001 (Appointment of Council Representatives to various Boards and Committees – Temiskaming Shores Ad Hoc Blue Box Transition Committee)

By-law No. 2021-139 Being a by-law to adopt a Recreation Facilities Proof of COVID-19 Vaccination Policy for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-389

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-130;	By-law No. 2021-136;
By-law No. 2021-132;	By-law No. 2021-137;
By-law No. 2021-133;	By-law No. 2021-138; and
By-law No. 2021-134;	By-law No. 2021-139;
By-law No. 2021-135;	

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

**Carried**

**17. Schedule of Council Meetings**

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

**18. Question and Answer Period**

None

**19. Closed Session**

Resolution No. 2021-390

Moved by: Councillor McArthur  
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 7:13 p.m. to discuss the following matters:

- a) Adoption of the September 7, 2021 and the September 14, 2021 – Closed Session Minutes;
- b) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Memo No. 011-2021-RS – Amend Members of the Age Friendly Committee; and
- c) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Labour Relations.

**Carried**

Resolution No. 2021-391

Moved by: Councillor  
Seconded by: Councillor

Be it resolved that Council agrees to rise with report from Closed Session at 7:40 p.m.

**Carried**

**Matters from Closed Session**

**Adoption of the September 7, 2021 and September 14, 2021 Closed Session Minutes**

Resolution No. 2021-392

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

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

- a) Closed Session Minutes from the Regular meeting of Council – September 7, 2021; and
- b) Closed Session Minutes from the Special meeting of Council – September 14, 2021.

**Carried**

**Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Memo No. 011-2021-RS – Amend Members of the Age Friendly Committee.**

**Memo No. 011-2021-RS – Amend Members of the Age Friendly Committee**

Resolution No. 2021-393

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

0

That Council acknowledges the resignation of Mr. Mike Fila as community representative from the Age Friendly Committee; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018 for the Appointment of Community Representatives to various Boards & Committees, to appoint Gordon Brock and Sandra Lowe as Community Representatives on the Age Friendly Committee, for consideration at the October 5, 2021 Regular Council meeting.

**Carried**

**Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Labour Relations**

Council provided staff with Direction.

**20. Confirming By-law**

Resolution No. 2021-394

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2021-140 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **September 14, 2021**, and for its Regular meeting held on **September 21, 2021**, be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-395

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2021-140 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2021-396

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council hereby adjourns its meeting at 7:43 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**  
**Tuesday, September 28, 2021 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**Land Acknowledgement**

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

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

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

**1. Call to Order**

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

**2. Roll Call**

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

Present: Logan Belanger, Clerk  
Christopher Oslund, City Manager  
Shelly Zubyck, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
Brad Hearn, IT Administrator

Regrets: N/A

Media: 1, Blake Christie, CJTT FM

Members of the Public: 3

**3. Approval of Agenda**

*Resolution No. 2021-397*

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

**Carried**

**4. Declaration of Special Council Meeting**

*Resolution No. 2021-398*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

**Carried**

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

None

**6. Delegations/ Presentations**

- a) Billie Richer, President - Temiskaming Shores Minor Hockey Association

**Re:** City of Temiskaming Shores Recreation Facility COVID-19 Vaccination Policy

Ms. Billie Richer, President - Temiskaming Shores Minor Hockey Association began the presentation by reviewing the City of Temiskaming Shores arena vaccination policy for youth sports, as well as the youth exemptions. Ms. Richer compared the City’s policy to the Province of Ontario’s guidelines regarding youth organized sports, including the vaccine policies for the Ontario Women’s Hockey Association, the Northern Ontario Hockey Association, the Town of Englehart, the City of Timmins, North Bay and Greater Sudbury. The City’s policy currently restricts a number of hockey associations who may travel to Temiskaming Shores to play TSMHA teams. The varying rules for each community will make it very difficult for the Association to monitor the vaccinations of other players. TSMHA is requesting that the City of Temiskaming Shores amend their vaccination policy for

organized youth sports to ensure they are following the guidelines of the province. This will allow local divisions to implement policies of the Association, as they could adapt to changes throughout the COVID-19 pandemic.

Mayor Kidd thanked Ms. Richer for the presentation and invited questions of clarification from members of Council.

Mayor Kidd inquired about the policies of the Ontario Hockey Association, as well as the Southern Ontario Minor Hockey Associations. Mathew Bahm, Director of Recreation noted that the Southern Ontario Minor Hockey Associations implemented mandatory vaccination policies.

Councillor McArthur inquired about local players, and the process if they participated in playoffs/ playdowns in Southern Ontario. Ms. Richer clarified that teams who practice and play in Quebec, and those who travel to communities with vaccination policies (such as in Southern Ontario) are required to be vaccinated. The City's policy primarily impacts teams in the northern Ontario catchment area; therefore, the TSMHA requests that the City align with other northern Ontario municipalities for consistency. Councillor Hewitt inquired about different policies and insurance. Ms. Richie noted that should the City align its policy with the province, then the Association would be responsible for gathering any additional information, based on changes to policy implemented by the Associations.

## 7. Communications

- a) Billie Richer, President - Temiskaming Shores Minor Hockey Association

**Re:** Letter to request amendment to the City of Temiskaming Shores Recreation Facility COVID-19 Vaccination Policy, 2021-09-22

**Reference:** Received for Information

- b) Billie Richer, President - Temiskaming Shores Minor Hockey Association

**Re:** Email on impact regarding the City of Temiskaming Shores Recreation Facility COVID-19 Vaccination Policy, 2021-09-26

**Reference:** Received for Information

Resolution No. 2021-399

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that City Council agrees to deal with Communication Items 7. a) to 7. b) according to the Agenda references.

**Carried**

**8. New Business**

**a) Recreation Facility COVID-19 Vaccination Policy**

Resolution No. 2021-400

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas Council adopted By-law No. 2021-139 at the September 21, 2021 Regular Council meeting, to approve the Recreation Facility COVID-19 Vaccination Policy for the City of Temiskaming Shores; and

Whereas Council for the City of Temiskaming Shores received a request from the Temiskaming Shores Minor Hockey Association (TSMHA) requesting Council reconsider their policy; and

Whereas Council's Procedural By-law No. 2008-160, as amended states that no matter decided within the calendar year shall be reconsidered without consent by resolution of the Council, and such consent shall require an affirmative vote of 2/3 of members present and voting.

Now therefore be it resolved that City Council agrees to reconsider the Recreation Facility COVID-19 Vaccination Policy, in accordance with the Procedural By-law.

**Recorded Vote**

**For Motion**

Councillor Foley  
Councillor Hewitt  
Councillor Jelly

**Against Motion**

Councillor Laferriere  
Councillor McArthur  
Councillor Whalen  
Mayor Kidd

**Defeated**

**9. Closed Session**

*Resolution No. 2021-401*

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 6:40 p.m. to discuss the following matters:

- a) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the Property of the Municipality – Council Meeting COVID-19 Protocols.

**Carried**

*Resolution No. 2021-402*

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 7:07 p.m.

**Carried**

**Matters from Closed Session**

**Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the Property of the Municipality – Council Meeting COVID-19 Protocols**

Council provided direction to staff.

**10. Adjournment**

*Resolution No. 2021-403*

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 7:08 p.m.

**Carried**

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Mayor

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Clerk

# Application to Purchase Municipal Land



## Background

- Application from Kelly Niemi, for the purchase a portion of Delia Lane on Plan M-13 N.B.
- The Applicant owns the adjacent parcel of land in the subject area:
  - **456 Rorke Avenue** – Residential Home
- The Applicant is seeking to purchase the parcel for contiguous ownership, for the creation of a driveway. Due to the size of the parcel and the location of the dwelling on the property, space does not appear to exist for the creation of a driveway, without the proposed sale of land

**Main Street**

Rorke Ave.

498

496

492

486

482

472

438

**Rorke Avenue**

**Portion of Delia Lane**

456

513

491

485

479

471

**456 Rorke Ave.**

465

**Amwell Street**

Amwell St.

Rorke

October 5, 2021





# Application to Purchase Municipal Land



## Disposition of Land By-law No. 2015-160

### Section 3 – Disposal Method

If approved, a direct disposition to the applicant

### Section 4 – Determination of Value

Recommend price is \$500, plus all associated costs

### Section 6 – Public Meeting Notice

Notice via City Bulletin and Website

Notice mailed to neighbouring property owners

October 5, 2021

# Application to Purchase Municipal Land



## Staff Comments

**Chief Building Official** –Building to the north has an unprotected opening (i.e. window) in the wall adjacent to the laneway (south side), and would likely have been permitted as the laneway offers an extension to the Limiting Distance. The subject portion of the lane may be subject to a restriction on construction due to the Limiting Distance of the existing structure to the north.

**Economic Development** - The opposite end of the laneway is closed due to a previous land sale. Therefore, the remaining properties would no longer have access to the rear of their properties. The remainder of the laneway would have no value to the City as it would be landlocked.

**Planning** - There are a number of properties on either side of the laneway to the west of this area. Selling this portion of the laneway, which is the entrance to the laneway, would effectively block access to the rear of these properties. Should Council approve proceeding through the disposition process, it is recommended that all property owners on both sides of the opened portion of the laneway be offered the half of the laneway that directly abuts the rear of their property. If any of the property owners do not agree to the sale, it would not be recommended to proceed.

**Public Works** – Determine if tanks located to the north of the lane are located on the subject lands. If so, removal would be required.

# Application to Purchase Municipal Land



## Public Comments

### Earl MacDonald, Resident (summary of comments):

- Opposed to the sale
- Sale would negate the use of the laneway that runs between upper Main Street and upper Amwell Street, since this is the **only** access to the laneway
- This laneway is used on a regular basis for numerous reasons, as well as by many others on Main and Amwell to gain access to their backyards
- Majority of the phone, internet, hydro and gas lines run through this laneway, making access difficult to service these utilities should here be an outage
- Previously issued a petition to the City, signed by 10 residences from Amwell and Main street about the matter of the lane being blocked
- Believes there is room south of the house to build a driveway

October 5, 2021



# Application to Purchase Municipal Land

## **Next Steps** - *conditional on public input*

If approved:

- Order a survey to legally describe the portion of the subject laneway
- Adoption of a Stop Up and Close By-law for the portion of the laneways
- Deeming By-law
- Administrative Report recommending a Purchase and Sale agreement



**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 Inc

██████████  
██

September 23, 2021

Minister Peter Bethlenfalvy  
Ministry of Finance  
7 Queen's Park Crescent, 7th floor  
Toronto, Ontario M7A 1Y7  
SENT BY EMAIL: [peter.bethlenfalvy@pc.ola.org](mailto:peter.bethlenfalvy@pc.ola.org)

Dear Minister Bethlenfalvy:

On behalf of the Board of the Federation of Northern Ontario Municipalities (FONOM), I would like to thank you for meeting with us during the AMO Conference. Someday soon, it will be nice to sit across the table from you.

FONOM's mission is to improve the quality of life for all Northeastern Ontario citizens and ensure the future of our youth. As the unified voice for the people of Northeastern Ontario municipalities. We believe that having access to new revenue tools will help us with our mission. As we do not think with the challenges on the horizon, our reliance on property tax is sustainable for communities in the Northeast.

Below is a Resolution passed at the most recent FONOM Board meeting, and we would ask you and your colleagues to consider our request in your Party's Campaign Platform.

*FONOM is an association of some 110 districts/municipalities/cities/towns in northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and to strive for improved legislation respecting local government in the north. It is a membership-based association that draws its members from northeastern Ontario and is governed by an 11-member board.*

Sincerely,



Danny Whalen  
President

Cc: Andrea Horwath  
Steven Del Duca  
Graydon Smith (AMO)  
Wendy Landry (NOMA)  
Lynn Dollin (OSUM)  
Jeff Lehman (OBCM)

September 23, 2021

Whereas the Association of Municipalities of Ontario (AMO) estimates the annual province-wide municipal infrastructure deficit to be \$6 billion dollars;

And Whereas the City of Toronto Act, 2006 granted Toronto broader municipal revenue tools than the other 443 municipalities;

And Whereas the AMO has long lobbied for its members the right to access the same revenue tools permitted by the City of Toronto Act;

And Whereas one of the revenue tools the City of Toronto charges and collects is a Municipal Land Transfer Tax (MLTT) in parallel with the Province of Ontario for all property sales, except for first-time homebuyers;

And Whereas in 2020 the City of Toronto received \$800 million from the Municipal Land Transfer Tax; this offset represents 15% of their annual revenue (page 28 of the 2021 Budget) and this revenue tool would generate nearly \$2.68 billion dollars for the other Ontario Municipalities, which would help municipalities' growing infrastructure deficit;

And Whereas Federation of Northern Ontario Municipalities believes MLTT be renamed **Land Transfer Infrastructure Support (LTIS)**;

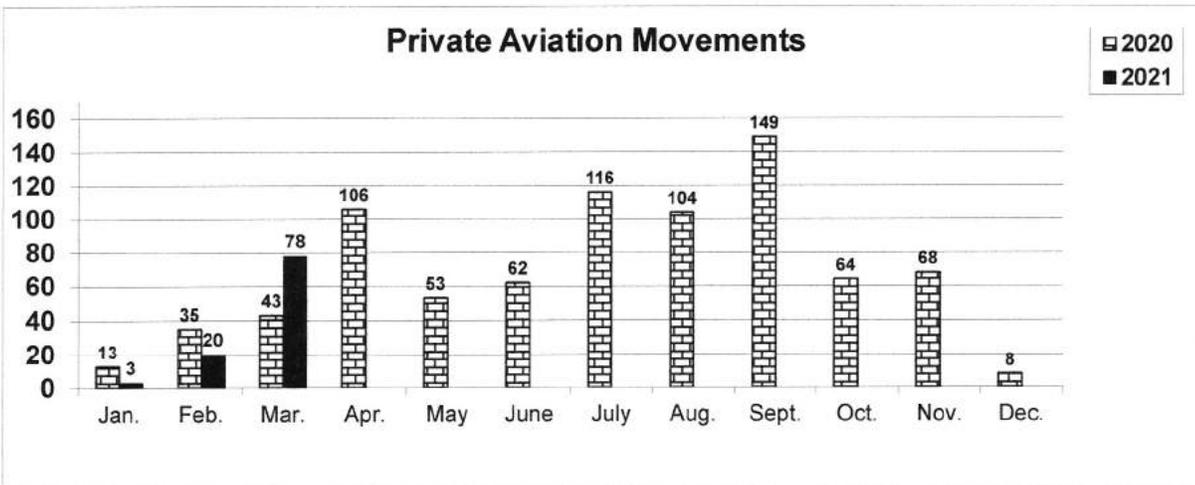
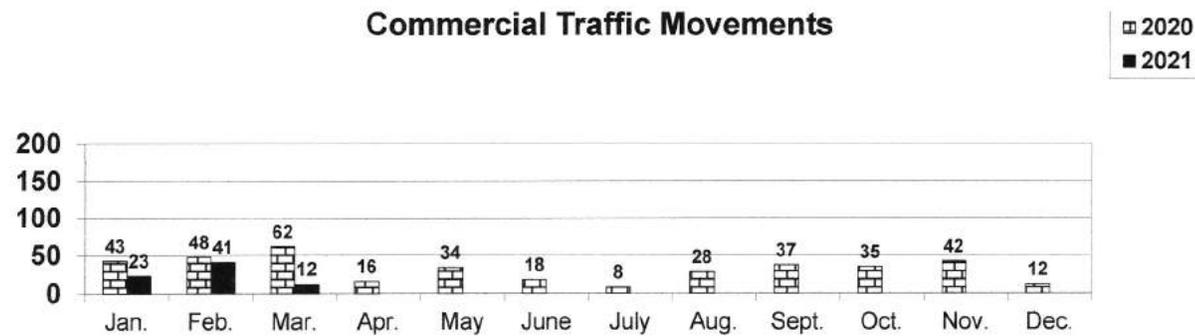
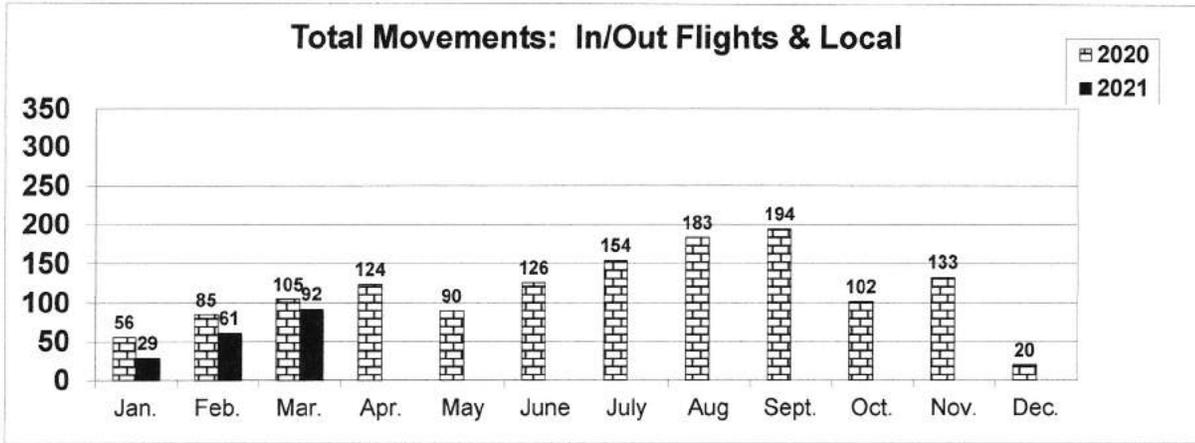
Therefore Be It Resolved that the Federation of Northern Ontario Municipalities ask the Association of Municipalities of Ontario (AMO) to lobby the Premier of Ontario to grant Ontario Municipalities the same Municipal Revenue Tools as the City of Toronto.

Further Be It Resolved that an electronic copy of this Resolution be shared with the Provincial Minister of Finance Peter Bethlenfalvy, the Leaders of the Provincial Oppositions, the Ontario's Big City Mayors, ROMA, OSUM, and NOMA

# EARLTON-TIMISKAMING REGIONAL AIRPORT MARCH 2021

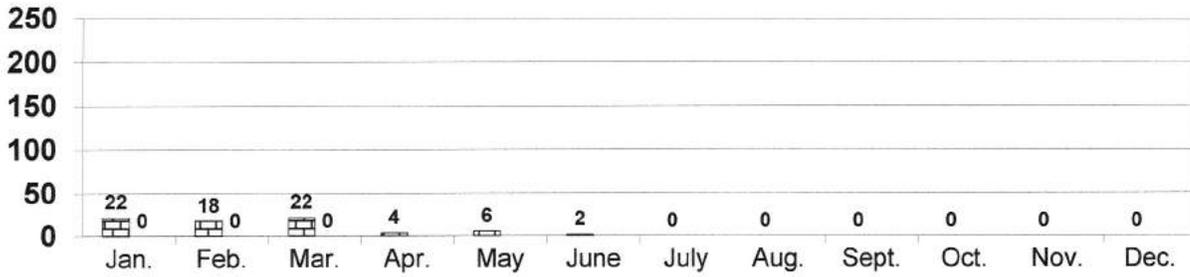
<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$7,002	\$11,309
Operations	\$159,625	\$165,265
	<hr/> \$166,627	<hr/> \$176,574
 <b><u>EXPENSES</u></b>		
Fuel	\$0	\$0
Operations	\$28,215	\$65,473
	<hr/> \$28,215	<hr/> \$65,473
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	\$7,002	\$11,309
Operations	\$131,410	\$99,792
Capital Expenses		
	<hr/> \$138,412	<hr/> \$111,101
 <b><u>FUEL INVENTORY - JET A1</u></b>	 \$ 12,467	
<b><u>FUEL INVENTORY - AVGAS</u></b>	<b>\$ 6,479</b>	
<b><u>FUEL INVENTORY - DIESEL</u></b>	<b>\$ 3,628</b>	

## ANNUAL AIRCRAFT MOVEMENTS



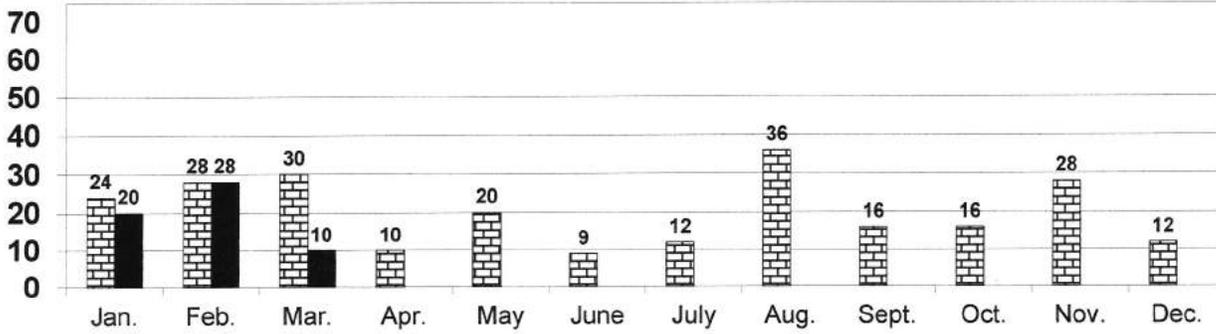
### Air Carriers Movements

▨ 2020  
■ 2021



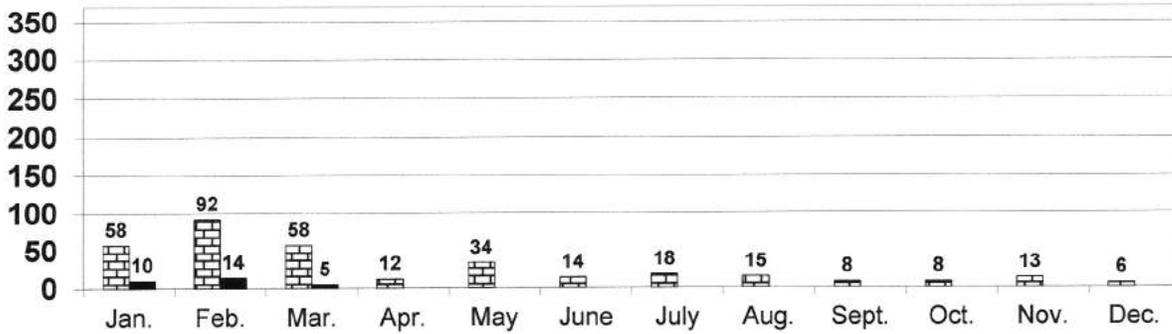
### Air Ambulance Movements

▨ 2020  
■ 2021



### # Pgrs. via Air Charter

▨ 2020  
■ 2021



**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	
Chamberlain	332	\$3,098	
Charlton and Dack	686	\$6,400	
Coleman	595	\$5,551	
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	
Harley	551	\$5,141	
Hilliard	223	\$2,081	
Hudson	503	\$4,693	
Temiskaming Shores	9920	\$92,554	
Thornloe	112	\$1,045	
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	

**Donation**

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$0</b>

As of April 1, 2021

# EARLTON-TIMISKAMING REGIONAL AIRPORT APRIL 2021

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$6,687	\$13,689
Operations	\$5,385	\$165,011
	\$12,072	\$178,700

## EXPENSES

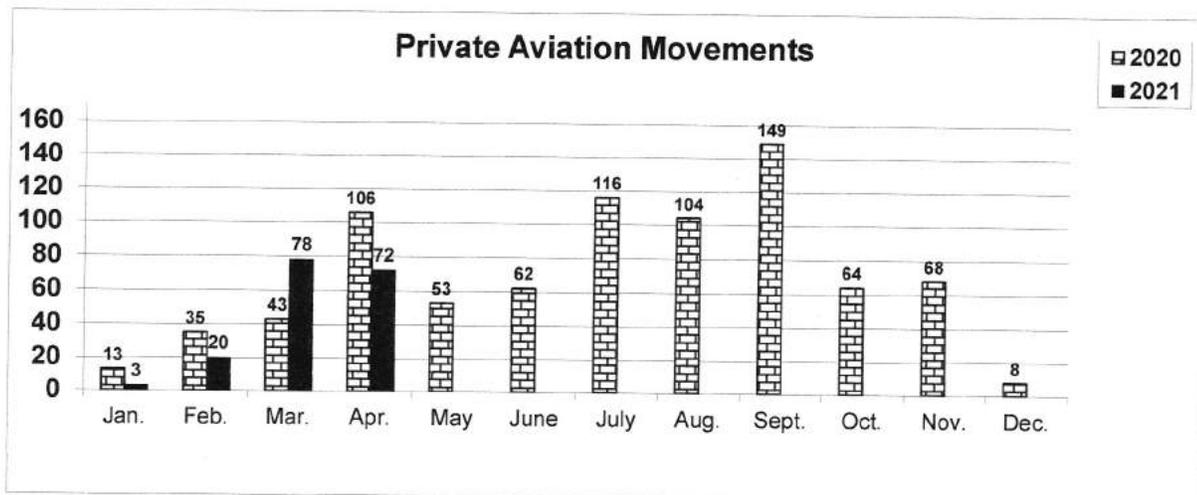
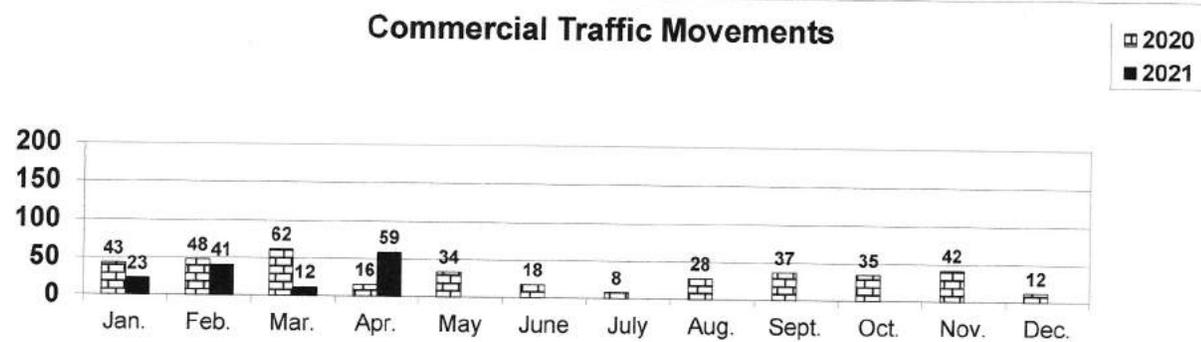
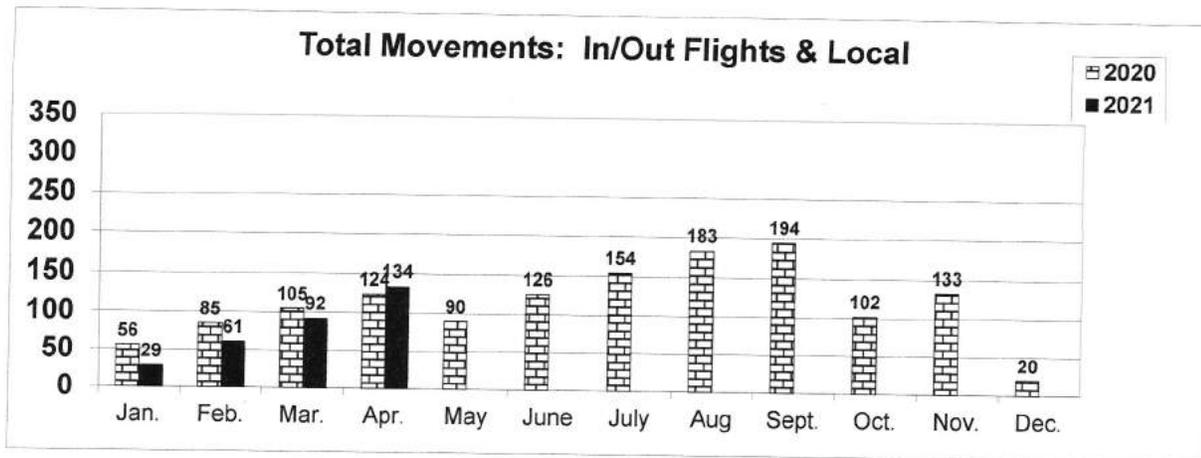
Fuel	\$0	\$0
Operations	\$39,868	\$68,757
	\$39,868	\$68,757

## NET PROFIT/LOSS

Fuel	\$6,687	\$13,689
Operations	-\$34,483	\$96,254
Capital Expenses		
	-\$27,796	\$109,943

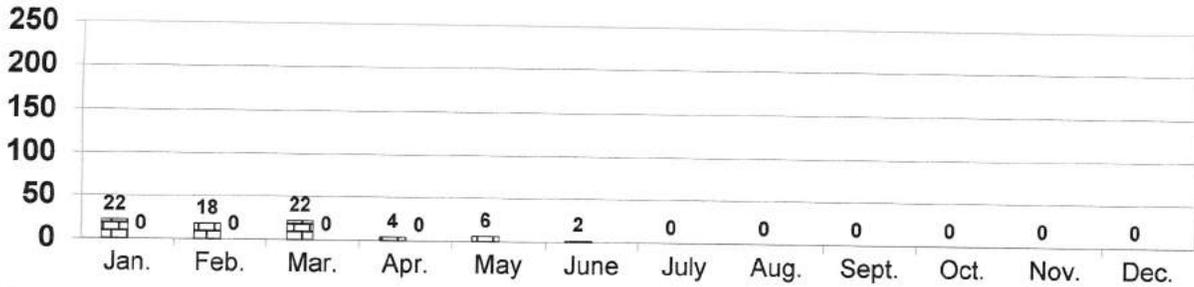
<u>FUEL INVENTORY - JET A1</u>	\$ 10,544
<u>FUEL INVENTORY - AVGAS</u>	\$ 1,946
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,425

## ANNUAL AIRCRAFT MOVEMENTS



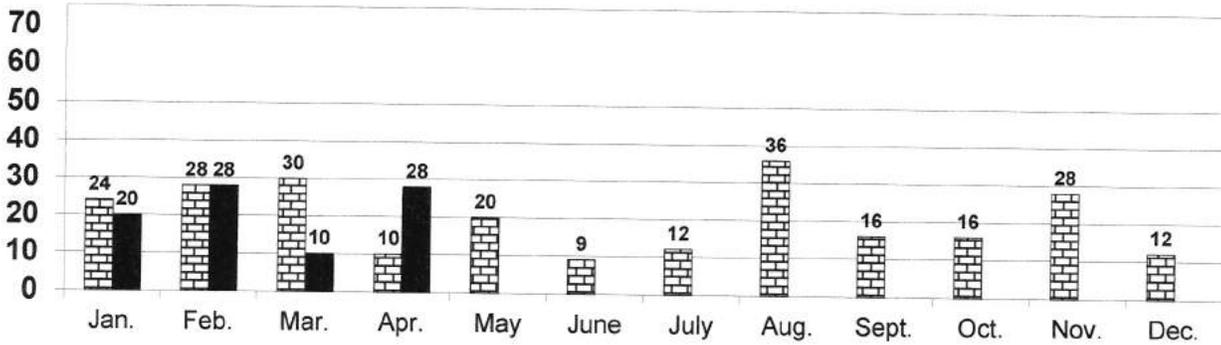
### Air Carriers Movements

▨ 2020  
■ 2021



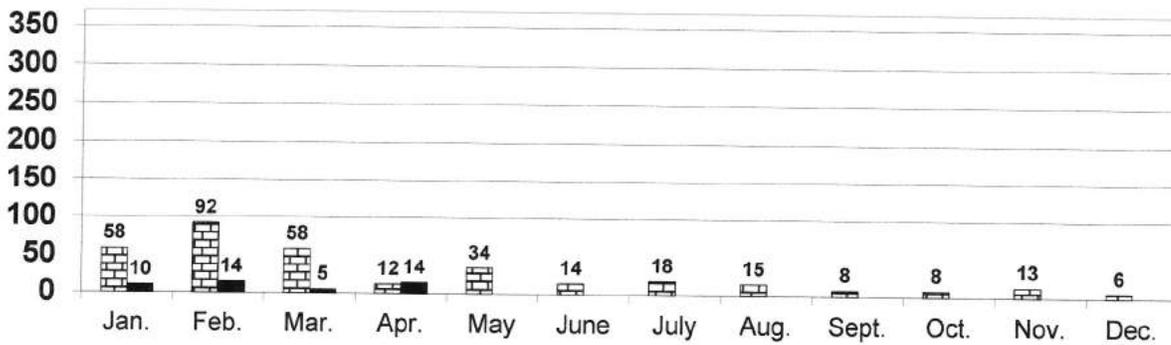
### Air Ambulance Movements

▨ 2020  
■ 2021



### # Pgrs. via Air Charter

▨ 2020  
■ 2021



**Community Contribution Summary**  
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Evanturel	449	\$4,189	
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$40,539.00</b>

**Donation**

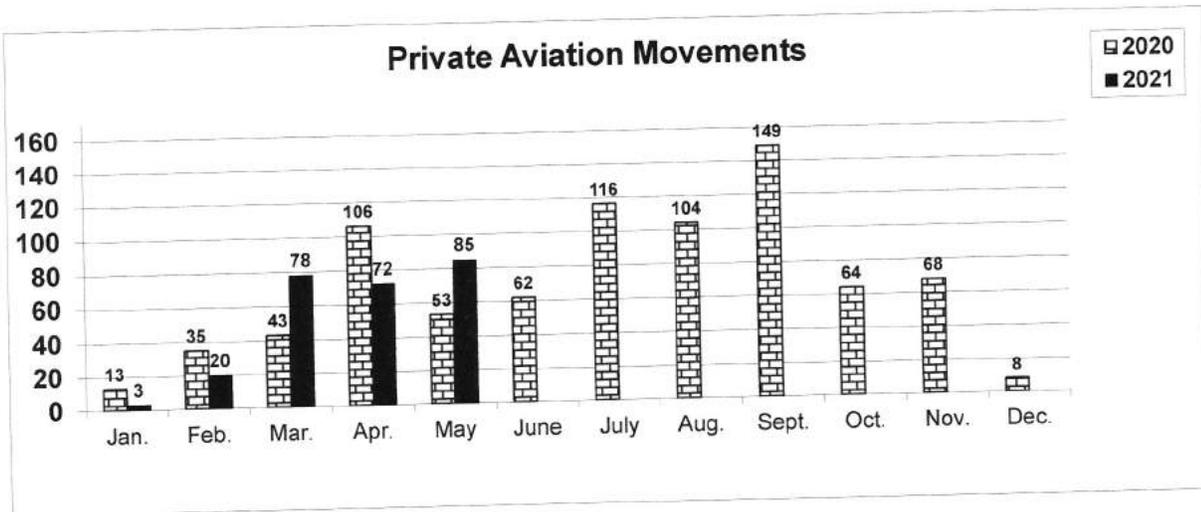
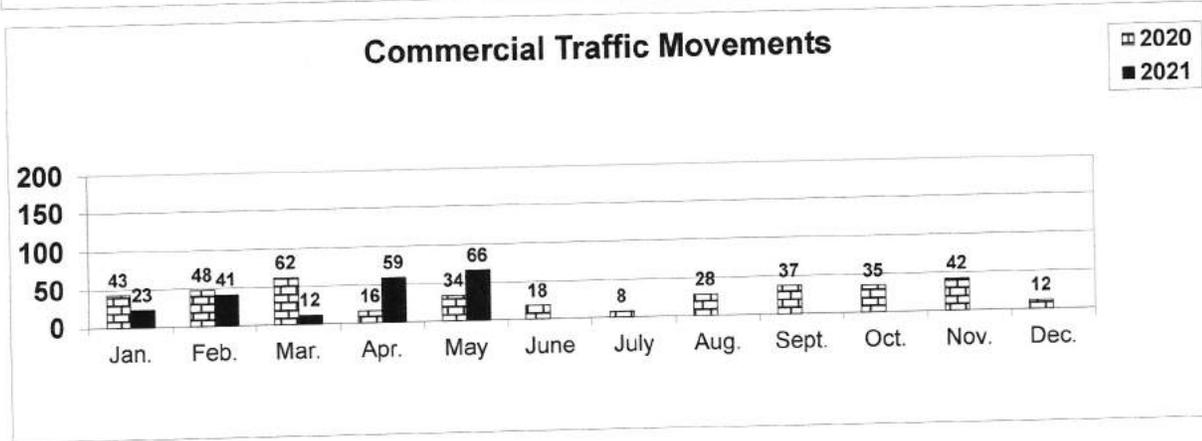
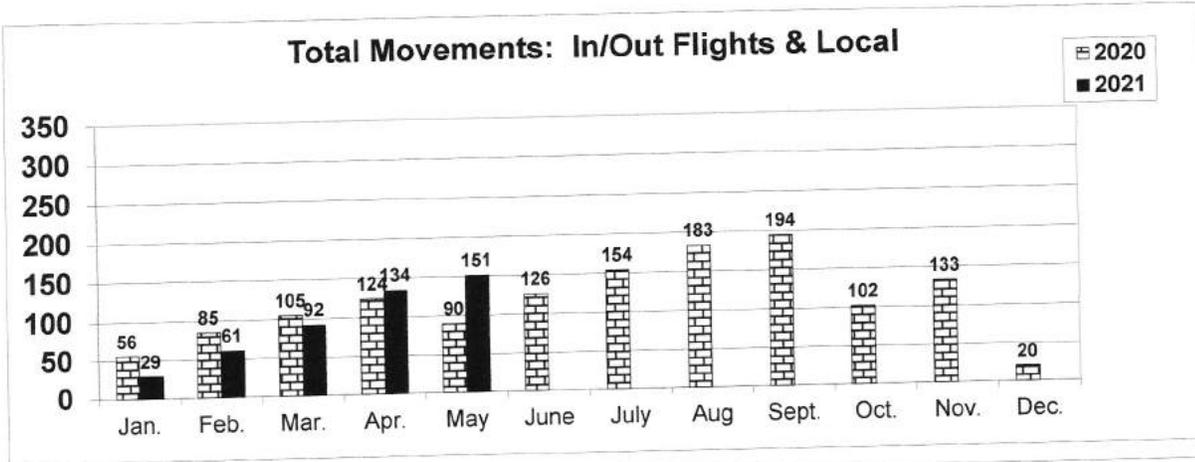
Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$40,539</b>

As of May 6, 2021

# EARLTON-TIMISKAMING REGIONAL AIRPORT MAY 2021

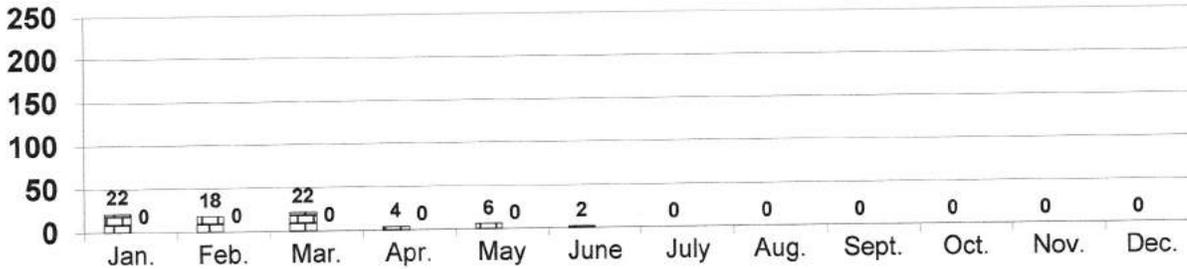
<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$18,817	\$32,506
Operations	\$8,063	\$173,073
	\$26,880	\$205,579
 <b><u>EXPENSES</u></b>		
Fuel	\$26,690	\$26,690
Operations	\$30,288	\$99,046
	\$56,978	\$125,736
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	-\$7,873	\$5,816
Operations	-\$22,225	\$74,027
Capital Expenses		
	-\$30,098	\$79,843
 <b><u>FUEL INVENTORY - JET A1</u></b>	<b>\$ 11,572</b>	
<b><u>FUEL INVENTORY - AVGAS</u></b>	<b>\$ 14,920</b>	
<b><u>FUEL INVENTORY - DIESEL</u></b>	<b>\$ 4,249</b>	

# ANNUAL AIRCRAFT MOVEMENTS



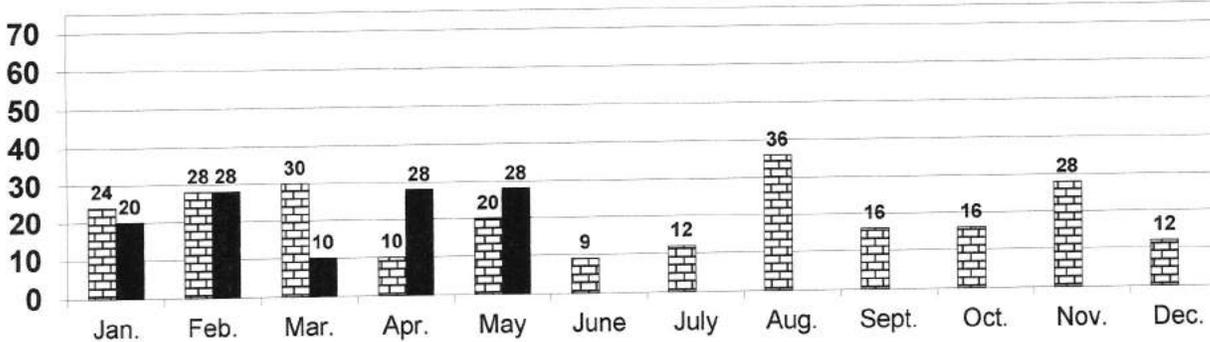
### Air Carriers Movements

▨ 2020  
■ 2021



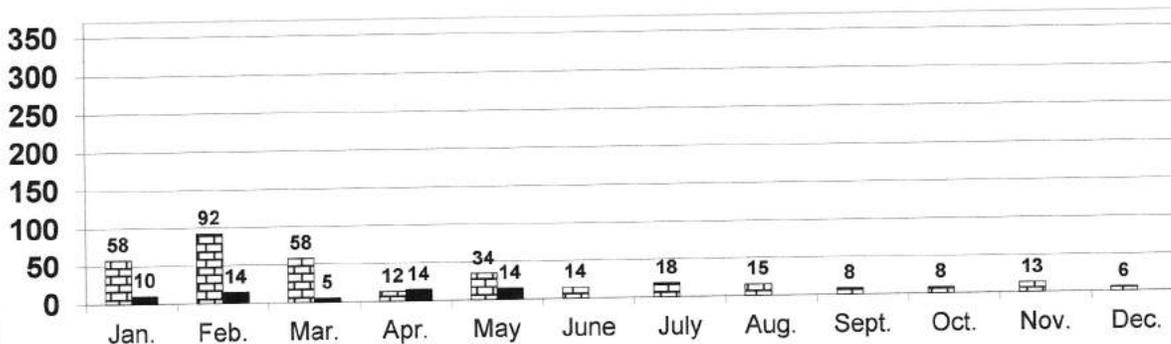
### Air Ambulance Movements

▨ 2020  
■ 2021



### # Pgrs. via Air Charter

▨ 2020  
■ 2021



**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$1,549.00
Charlton and Dack	686	\$6,400	
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$2,094.50
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$1,040.50
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$46,277.00
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$95,502.00</b>

**Donation**

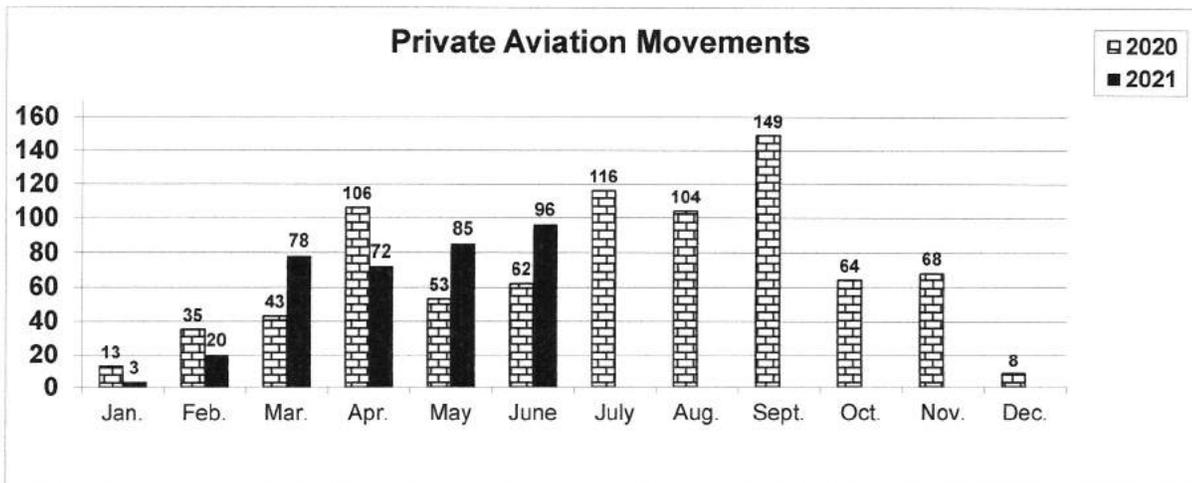
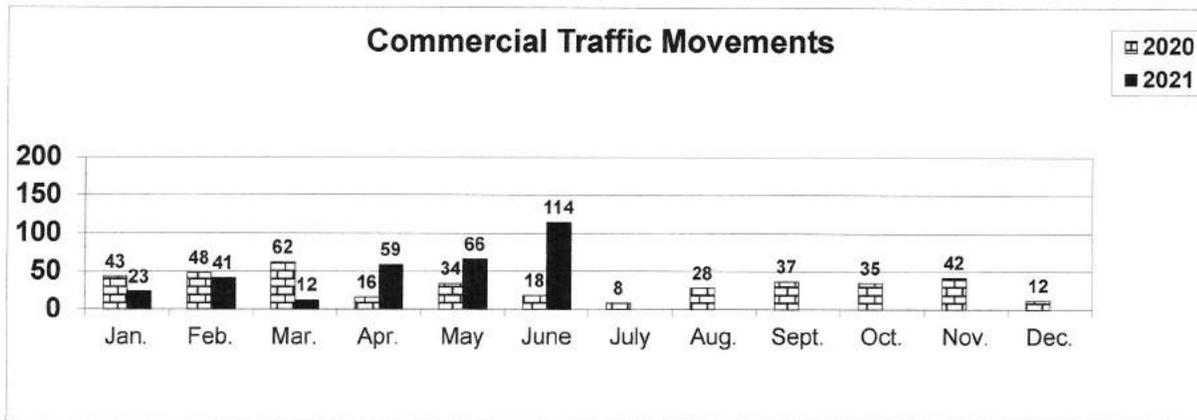
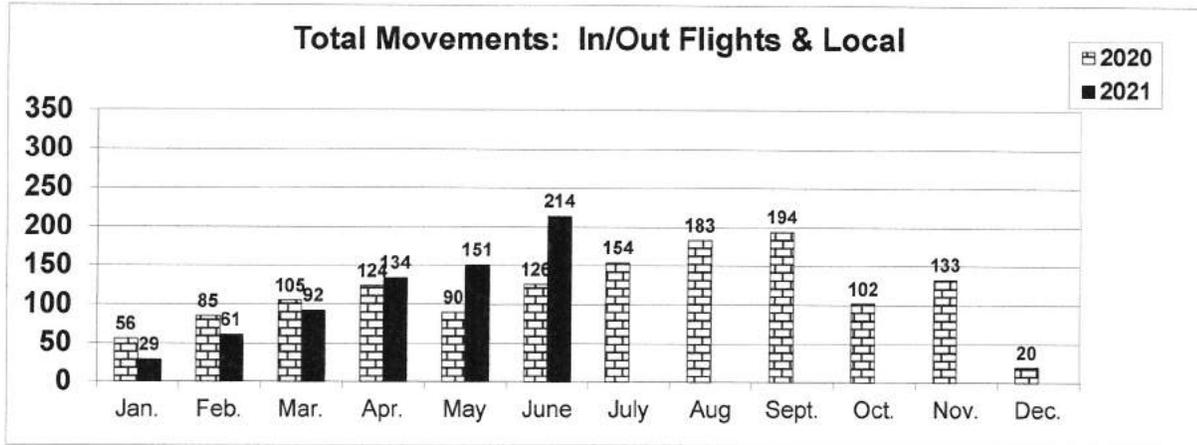
Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$95,502</b>

As of June 8, 2021

# EARLTON-TIMISKAMING REGIONAL AIRPORT JUNE 2021

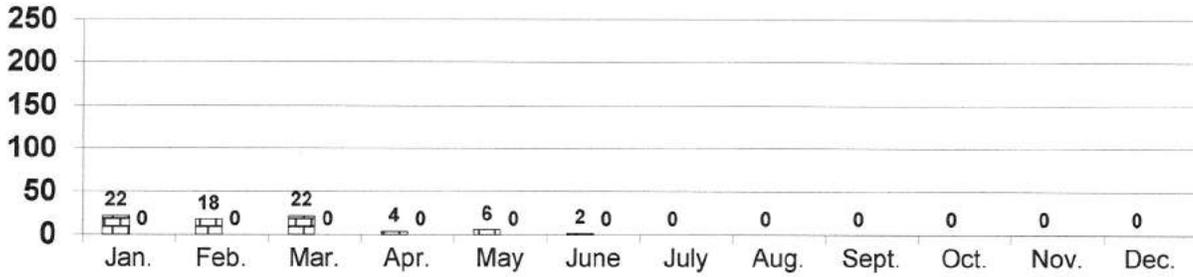
<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$38,278	\$70,784
Operations	\$10,263	\$183,336
	\$48,541	\$254,120
 <b><u>EXPENSES</u></b>		
Fuel	\$21,665	\$48,355
Operations	\$15,747	\$114,793
	\$37,412	\$163,148
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	\$16,613	\$22,429
Operations	-\$5,484	\$68,543
Capital Expenses		
	\$11,129	\$90,972
 <b><u>FUEL INVENTORY - JET A1</u></b>	<b>\$ 12,573</b>	
<b><u>FUEL INVENTORY - AVGAS</u></b>	<b>\$ 11,965</b>	
<b><u>FUEL INVENTORY - DIESEL</u></b>	<b>\$ 3,834</b>	

## ANNUAL AIRCRAFT MOVEMENTS



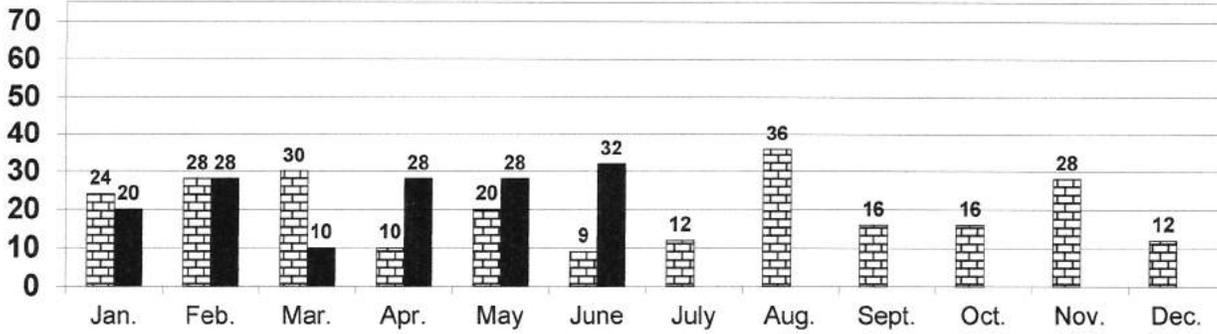
### Air Carriers Movements

▨ 2020  
■ 2021



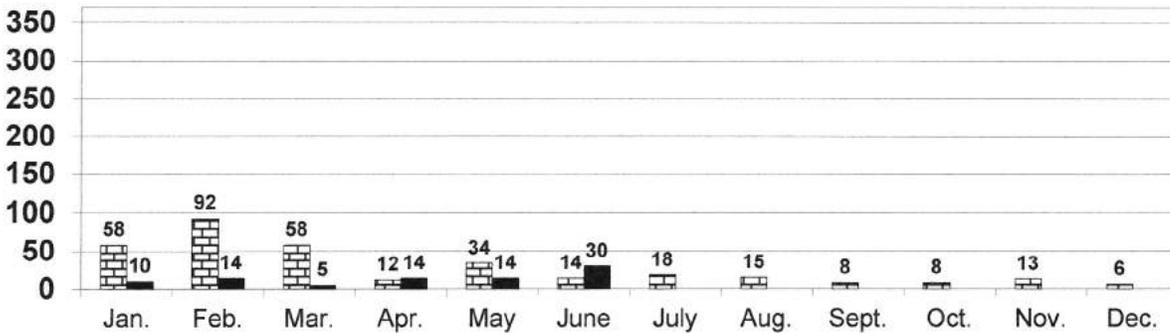
### Air Ambulance Movements

▨ 2020  
■ 2021



### # Pgrs. via Air Charter

▨ 2020  
■ 2021



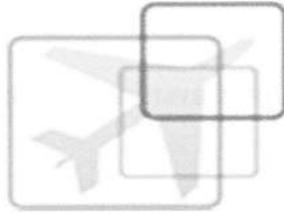
**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
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Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$1,040.50
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$46,277.00
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$98,702.00</b>

**Donation**

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$98,702</b>

As of July 13, 2021



**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT MARCH 2021**

**Projects:** N/A

**SMS:** From last month's board meeting, approval was given to move our SMS system from paper to electronic using the Airman Software. We should have the base system early April and hope to go live early May.

**Staff:** Martin West's seasonal term will be coming to an end Friday April 16<sup>th</sup>, 2021. Martin was hand delivered his notice of termination on Monday March, 29<sup>th</sup>, 2021 giving him close to 4 weeks' notice. Martin will be paid out an additional 4 weeks plus any remaining vacation pay and benefits. This will meet Federal and Provincial labour codes as a minimum of 8 weeks' notice reflecting his tenure at the Airport.

Martin seemed somewhat surprised that he did not get a larger severance package and has since taken a number of sick days to use up his allotted vision and dental benefits. Martin has opted to use some of his vacation time from the 8<sup>th</sup> of April to the 16<sup>th</sup>, his last day. We wish him well on his future endeavours.

**Irregular Operations (IROPS):** On the 18<sup>th</sup> of March @ 1500 hours we had a power outage. The backup power engaged with no interruption to operations. Power restored @ 1600.

March 13<sup>th</sup> we had a C130 in that was doing an exercise with TEMSAR. They had planned on taking fuel however a snow squall was in the area and they were concerned about shutting down the aircraft for an extended period due to the potential of icing and our lack of Aircraft de-icing equipment so it was a quick turn for them.

### **Staff Training:**

I am currently working with our fuel supplier to get online fuel training for Max and I. We will also be doing training on the new Airman software in April ahead of going live. I will be aiming to increase Max awareness and importance of the SMS through some online training.

## Winter Operations:

We had 3 snow events in March and accumulated a total of 4.5 hours of overtime in March.

## 2020/2021 Winter Snow Event Log

Date	Accumulation	Lights broken	Equipment Issues	Overtime	Winds
Nov, 16,20	1.2cm Snow/Slush	N/A	N/A	N/A	S 11
Nov, 25,20	4 cm wet snow	N/A	N/A	N/A	SSE 12
Dec, 9,20	2cm wet snow	N/A	N/A	N/A	WNW18
Dec,11,20	Frost/Wet snow trace	N/A	N/A	N/A	NNW16
Dec,14,20	13cm Dry Snow	N/A	N/A	N/A	NNW16
Dec,21,20	2cm Wet Snow	N/A	N/A	N/A	WNW11
Dec,22,20	11.5cm dry snow/driftng	N/A	N/A	N/A	NW25
Dec,23,20	7.6cm Dry Snow Drifting	N/A	N/A	N/A	SE29
Dec,26,20	6.5cm Dry Snow	N/A	N/A	13.5	NW23
Jan,5, 21	7.6cm Drifting	N/A	N/A	N/A	SSW21
Jan,17,21	7.6cm Dry Snow	N/A	N/A	13.5	NW27
Jan,21,21	5cm Drifting	N/A	N/A	N/A	SE30
Jan,25,21	7.6cm Dry Snow	N/A	N/A	N/A	SE04
Jan,26,21	3cm Dry Snow	N/A	N/A	N/A	NNW13
Jan,27,21	1.5cm Dry Snow	N/A	Plow 81 Cracked plow frame. (fixed)	N/A	NNW22
Feb,05,21	6cm Drifting	N/A	N/A	N/A	SSW32
Feb,13,21	3cm Dry Snow	N/A	Snow Blower Hydraulic Leak. (fixed)	10.5	WNW11
Feb, 22,21	2cm Dry Snow	N/A	N/A	N/A	SSE16
Feb,23,21	2cm Dry Snow	N/A	N/A	N/A	WNW17
Feb,27,21	2cm wet Snow/slush/ice	N/A	N/A	9.0	SSW39
Mar,03,21	12.7cm wet snow	N/A	N/A	N/A	NW20
Mar,05,21	Freezing Rain	N/A	N/A	N/A	SE15
Mar,28,21	12cm wet snow	N/A	N/A	4.5	SW15

## **Equipment**

We have installed an electric fan to the front of the radiator on the snow blower to see if it would help with the overheating problem with the drive engine. After the last snowfall on the 28<sup>th</sup> we had no problems and the engine temperatures remaining at normal operating levels. We will continue to monitor this. We will be performing full inspections in the coming weeks on all snow equipment to identify any serious deficiencies and arrange repairs as required. We currently have the mowers and tractors in for servicing with no major concerns noted.

## **Safety Management System (SMS) Update**

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 8 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had 1 safety concern reported in March regarding the frost heaves on the main Apron.

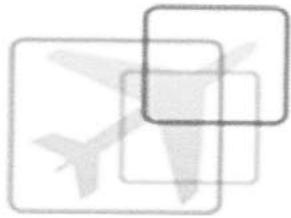
## **SMS Reports**

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	1
SMS Accident Report	1
Audit Findings	8

## **Misc. Updates:**

We will have 1 open T hanger available in April, I have has a couple of calls inquiring about it but no commitments thus far.

**Correspondence: N/A**



**EARLTON-TIMISKAMING**  
Regional Airport

## MANAGER'S REPORT APRIL 2021

**Projects:** Runway Line painting confirmed for mid May 2021.

**SMS:** The Airman software to manage our SMS program was installed on the 8<sup>th</sup> of April. To date I have been successful in setting up the daily airside inspections that are more current to Transport Canada requirements from the former paper based reporting that we have been using. I have also added a separate runway inspection reporting form for any type of emergency or irregular operations that we may have involving the runway that can then be migrated into the specific SMS file for that specific incident including photographs and any other documentation pertaining to said incident. I am also working on adding our equipment to the lists for maintenance records and daily duties by maintenance staff. I am hoping to have all lists entered into the software and going live by the end of the May.

**Staff:** Martin West's seasonal term ended Friday April 16<sup>th</sup>, 2021. Martin was hand delivered his notice of termination on Monday March, 29<sup>th</sup>, 2021 giving him close to 4 weeks' notice. Martin will be paid out an additional 4 weeks plus any remaining vacation pay and benefits. This will meet Federal and Provincial labour codes as a minimums of 8 weeks' notice reflecting his tenure at the Airport.

**Irregular Operations (IROPS):** Max was contact traced to a visit to the Green Store on the 16<sup>th</sup> of April as potentially being exposed to Covid and was ordered to quarantine for 14 days. Fortunately Max remained in good health and we never crossed paths after his visit to the Green Store. Max returned to work on the 3<sup>rd</sup> of May.

On the 16<sup>th</sup> of April we were scheduled to re-open runway 16/34. A week prior to opening we tested the lighting for that runway and nothing came on. We were not able to determine the exact cause of the failure in the circuit so we had to call in the electrician to help diagnose the problem. On the 12<sup>th</sup> of April the electrician came in to troubleshoot the problem, we found 2 broken wires and 1 transformer that was blown. It should be noted that none of the airfield lighting circuit for 16/34 is in a conduit and there are no pulpits for the transformers, everything is direct buried. Once we got the circuit back up we changed the bulb on several lights that were still not operating. Once that was done we still had 3 threshold lights on the 34 end that were not

functioning. As a result and due to poor weather we had to NOTAM the lights on 16/34 as not serviceable. We did a rebuild on the 3 threshold fixtures and still no luck. Transport Canada regulations state this if we have less than 95% of our threshold lights serviceable the whole runway has to be NOTAMED off line. On the 27<sup>th</sup> we had the electrician back to help solve the issue with the 34 threshold lights and after a few attempts it was discovered that three transformers were shot. Luckily we had 3 new transformers on hand that we swapped out and got the threshold lights back on line. I have ordered new transformers to support any future issues main for the main runway.

On first inspection of 16/34 there are several notable problems that warrant further investigation by a professional as I am concerned that the surface does not meet Transport Canada requirements in regards to the 2018 Advisory Circular 300-004. The surface had lost its grade and may need re surfacing with gravel and properly compacted, also required is a load rating for the surface that should have been done within the last 3 years that hasn't been done.

In my time here I would say that I have seen that runway used maybe a dozen times and perhaps we should consider closing it as the cost to maintain it with hydro and proper surface maintenance would outweigh the need to keep it open.

I will get pricing to have an audit done to meet compliance to the AC 300-004 and we can go from there.

As of this writing it is open and usable.

### **Staff Training:**

I am currently working with our fuel supplier to get online fuel training for Max and I. We will also be doing training on the new Airman software in May ahead of going live. I will be aiming to increase Max awareness and importance of the SMS through some online training scheduled for the end of May.

### **Winter Operations:**

We had no snow events in April that required any action, we did have a mix of freezing rain, snow and ice pellets but it quickly melted off with no impact to operations.

## 2020/2021 Winter Snow Event Log

Date	Accumulation	Lights broken	Equipment Issues	Overtime	Winds
Nov, 16,20	1.2cm Snow/Slush	N/A	N/A	N/A	S 11
Nov, 25,20	4 cm wet snow	N/A	N/A	N/A	SSE 12
Dec, 9,20	2cm wet snow	N/A	N/A	N/A	WNW18
Dec,11,20	Frost/Wet snow trace	N/A	N/A	N/A	NNW16
Dec,14,20	13cm Dry Snow	N/A	N/A	N/A	NNW16
Dec,21,20	2cm Wet Snow	N/A	N/A	N/A	WNW11
Dec,22,20	11.5cm dry snow/driftng	N/A	N/A	N/A	NW25
Dec,23,20	7.6cm Dry Snow Drifting	N/A	N/A	N/A	SE29
Dec,26,20	6.5cm Dry Snow	N/A	N/A	13.5	NW23
Jan,5, 21	7.6cm Drifting	N/A	N/A	N/A	SSW21
Jan,17,21	7.6cm Dry Snow	N/A	N/A	13.5	NW27
Jan,21,21	5cm Drifting	N/A	N/A	N/A	SE30
Jan,25,21	7.6cm Dry Snow	N/A	N/A	N/A	SE04
Jan,26,21	3cm Dry Snow	N/A	N/A	N/A	NNW13
Jan,27,21	1.5cm Dry Snow	N/A	Plow 81 Cracked plow frame. (fixed)	N/A	NNW22
Feb,05,21	6cm Drifting	N/A	N/A	N/A	SSW32
Feb,13,21	3cm Dry Snow	N/A	Snow Blower Hydraulic Leak. (fixed)	10.5	WNW11
Feb, 22,21	2cm Dry Snow	N/A	N/A	N/A	SSE16
Feb,23,21	2cm Dry Snow	N/A	N/A	N/A	WNW17
Feb,27,21	2cm wet Snow/slush/ice	N/A	N/A	9.0	SSW39
Mar,03,21	12.7cm wet snow	N/A	N/A	N/A	NW20
Mar,05,21	Freezing Rain	N/A	N/A	N/A	SE15
Mar,28,21	12cm wet snow	N/A	N/A	4.5	SW15

### Equipment

The staff is reporting issues with our main plow truck, we will be taking a closer look in May, we suspect that the front end bushings may be worn out.

## Safety Management System (SMS) Update

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 8 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had 0 safety concern reported in April.

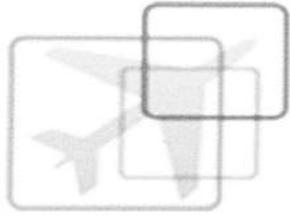
## SMS Reports

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	1
SMS Accident Report	1
Audit Findings	8

## **Misc. Updates:**

We will have 1 open T hanger available in May, I have had a couple of calls inquiring about it but no commitments thus far.

**Correspondence: N/A**



**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT MAY 2021**

**Projects:** Runway Line painting was completed over May 14<sup>th</sup> and 15<sup>th</sup>. A couple of photos were sent out, as was mentioned there was no impact to operations. This has already made an improvement for the Airport having received several positive comments from the users of our runway as well as satisfying several outstanding corrective action plans that identified the faded paint as a deficiency that can now be closed off.

**SMS:** The Airman software went live on the 31<sup>st</sup> of May, Max has had training on basic use of the software for inspections as well as daily duties. We have also moved the timesheets to an electronic format.

### **Staff Training:**

I am currently working with our fuel supplier to get online fuel training for Max and I. We will also be doing training on the new Airman software in May ahead of going live. I will be aiming to increase Max's needed awareness of the Airports SMS and have scheduled him to attend a full day online virtual SMS training course on May 26<sup>th</sup>, some of the material covered include SMS background, safety management planning, SMS documentation, safety oversight, quality assurance and emergency preparedness. Max was able to pass a practical exam and has received a certificate of completion for this course. This training is also a required element of the airports SMS program.

**Staff:** Nothing new to report.

**Irregular Operations (IROPS):** On the 16<sup>th</sup> of May one of the line painters used the washroom at the maintenance garage and reported that the toilet may be plugged. After several attempts to clear the blockage, we started to realise that the problem may be in the line as the kitchen sink in the shop was also backing up as well. We called in a plumber, and they ran a snake from the washroom to about 150 feet and were pulling up rags, what we later learned was aircraft tape, heavier than duct tape that must have come from the old Grant hanger as well as a lot of gravel.

The plumbers recommended we try to flush the line, so we contacted Ray and Sons to come out. They arrived on the 18<sup>th</sup> and were alarmed at the amount of gravel and sand in the system, indicating we may have a broken pipe. We traced the sewer line back towards the old Grant hanger and found a manhole in front of the sand shed that seemed to have signs of failure in the cement casting, it was mostly buried but as we pulled the dirt back it was clear that the cement

casting for the lid had failed and that was the source of the gravel infiltration. They vacuumed out what they could and flushed the line up to about 200' and that seems to have cleared the blockage.

We have contacted Demora Construction to come out to re cast the cement collar for the manhole lid. The date on the manhole was 1953 so we are guessing that its simply a failure due to the age of the infrastructure as the manhole was under about 6" of gravel. We have made certain that no debris will enter the system until repaired.

The electric vehicle gate has been failing fairly regularly this past month, I have come in the morning to find the gate open and not operating after a weekend and through the week, We replaced a broken hanger around the first of the month only to find it broken again a week later, as we have had at times close to a half million worth of aircraft on the ramp not to mention ambulance movement there was an urgency to have the gate serviced. From what I have learned this kind of service has not been done while Max has worked here. We contacted Ontario Door Service to come out to make some adjustments, on inspection it was discovered that the main post was broken in half about 10 inches below grade and had a bit of a lean that put everything out of alignment. This happened several years ago from what I have learned, when the main post was struck and broken but the fix didn't last. The gate guys were able to weld a collar patch around the break and with our loader we realigned the posts on both sides of the gate. They also made some adjustments to the hangers and operator; the gate now functions properly and we have had no issues since the repairs.

On the 14<sup>th</sup> of May we increased the price of Fuel, jet and avgas .20 cents to reflect the price increase from our supplier, last load we got was in October 2020, we are still comparable to other airports around us.

May 20<sup>th</sup>, we had a C130 Herk in for an exercise with Temsar, the Herk took @ 3000 liters of Jet Fuel.

### **Winter Operations:**

We had no snow events in May that required any action and have transitioned to summer mowing.

We have sprayed runway 16/34 to control the grass growth.

## 2020/2021 Winter Snow Event Log

Date	Accumulation	Lights broken	Equipment Issues	Overtime	Winds
Nov, 16,20	1.2cm Snow/Slush	N/A	N/A	N/A	S 11
Nov, 25,20	4 cm wet snow	N/A	N/A	N/A	SSE 12
Dec, 9,20	2cm wet snow	N/A	N/A	N/A	WNW18
Dec,11,20	Frost/Wet snow trace	N/A	N/A	N/A	NNW16
Dec,14,20	13cm Dry Snow	N/A	N/A	N/A	NNW16
Dec,21,20	2cm Wet Snow	N/A	N/A	N/A	WNW11
Dec,22,20	11.5cm dry snow/driftng	N/A	N/A	N/A	NW25
Dec,23,20	7.6cm Dry Snow Drifting	N/A	N/A	N/A	SE29
Dec,26,20	6.5cm Dry Snow	N/A	N/A	13.5	NW23
Jan,5, 21	7.6cm Drifting	N/A	N/A	N/A	SSW21
Jan,17,21	7.6cm Dry Snow	N/A	N/A	13.5	NW27
Jan,21,21	5cm Drifting	N/A	N/A	N/A	SE30
Jan,25,21	7.6cm Dry Snow	N/A	N/A	N/A	SE04
Jan,26,21	3cm Dry Snow	N/A	N/A	N/A	NNW13
Jan,27,21	1.5cm Dry Snow	N/A	Plow 81 Cracked plow frame. (fixed)	N/A	NNW22
Feb,05,21	6cm Drifting	N/A	N/A	N/A	SSW32
Feb,13,21	3cm Dry Snow	N/A	Snow Blower Hydraulic Leak. (fixed)	10.5	WNW11
Feb, 22,21	2cm Dry Snow	N/A	N/A	N/A	SSE16
Feb,23,21	2cm Dry Snow	N/A	N/A	N/A	WNW17
Feb,27,21	2cm wet Snow/slush/ice	N/A	N/A	9.0	SSW39
Mar,03,21	12.7cm wet snow	N/A	N/A	N/A	NW20
Mar,05,21	Freezing Rain	N/A	N/A	N/A	SE15
Mar,28,21	12cm wet snow	N/A	N/A	4.5	SW15

### Equipment

As reported last month the staff indicated problems with the steering on our main plow truck becoming sloppy. We had a mechanic look at it and he discovered that the frame just behind the leaf springs on both sides had cracked nearly right through. He also found that the bushings had

worn out and were in need of replacement. They were able to weld patches around the broken frame rails and replaced the bushings, we will monitor the patches to ensure they hold.

Safety Management System (SMS) Update

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 8 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had 1 safety concern reported in May with regard to the sanitary sewer blockage.

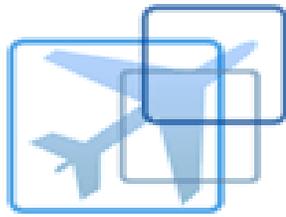
SMS Reports

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	2
SMS Accident Report	1
Audit Findings	8

**Misc. Updates:**

We have 1 open T hanger available, I have had a couple of calls inquiring about it but no commitments thus far.

**Correspondence: N/A**



## **MANAGER'S REPORT JUNE 2021**

**Projects:** We are waiting on Demora to complete repairs on sanitary sewer line catch basin lid and ring they are planning mid July to do the work.

**SMS:** June 10<sup>th</sup> we leveled the VASIS runway 08 and runway 26, we asked several pilots to flight check them and they were found to be within acceptable tolerances. The VASIS are a visual aid that pilots can use to ensure that they are in a proper alignment for landing.

As discussed at our last meeting we are due to renew our 3 yr annual SMS audits. 2020 marked the last year that Loomex did the final phase having started in 2018.

I have obtained 3 quotes for our SMS program, as mentioned previously included a refresh of our SMS manual, 3 annual audits and 2 table top and 1 live exercise as are all requirements of our SMS program.

### **Loomex:**

Year 1 (includes SMS Manual, Table-top Exercise & Audit)	\$7,300.00 plus HST
Year 2 (includes Full Scale Exercise & Audit)	\$8,466.00 plus HST
Year 3 (includes Table-top Exercise & Audit)	\$6,554.52 plus HST

### **Octant:**

**Year 1** (June-December 2021) Audit \$5,500  
Completion of new SMS Manual \$3,950  
Emergency Tabletop Exercise \$4,225  
Total \$13,675

**Year 2** (January-December 2022)  
Audit \$5,500  
Emergency Tabletop Exercise \$2,600  
Total \$8,100

**Year 3** (January-December 2023)  
Audit \$5,500

Emergency Tabletop Exercise \$2,600

Total \$8,100

TOTAL (FULL 3-YEAR AGENDA) \$29,875 (+ TAXES) Travel expenses, depending if the audit is conducted on site or remotely. Not included Cost per hour of any additional service \$125/hr + taxes

**Tetra Tech:**

Fees estimated to complete this work, on a timetable agreed to between Airport Management and Tetra Tech, are provided below:

- SMS Manual Review & Revision \$ 4,000.00
  - SMS QA Audit \$ 6,000.00
  - 6% Support, Supplies & Communications \$ 600.00
  - Travel Disbursements for on-site work \$ 2,000
- Total Estimated Fixed Fee proposed \$ 12,600.00

Note: Tetra tech is pricing for a full 1 time audit that will not benefit us as we have a system in place for a 3 year cycle, they are not able to be competitive in a 3 year cycle and wont include emergency table tops.

**Summary:** Loomex has conducted our audits, tabletop, and live exercises for the past few years, they have a good understanding of our operations. They were also instrumental in the building of our T hanger.

**Octant** has also conducted a 3-year audit from 2015 to 2017, however they are considerably higher in pricing overall.

**Tetra Tech:** I have worked closely with Tetra Tech in the past and was disappointed that they would not price out an annual audit, the principal inspector for their SMS would be traveling from Calgary so the cost would be problematic over a three-year term.

My recommendation is we move forward with Loomex for our 3 year SMS plan and manual update.

**Staff Training:**

I am currently working with our fuel supplier to get online fuel training for Max and me.

**Staff:** Nothing new to report.

**Irregular Operations (IROPS):** The first week of June we had our first charter of the year in with eight passengers they repeated their trip twice they did not take any fuel but were charged a

call out fee to accommodate an early arrival. I was not able to find out who was chartering the aircraft from the crew, but Max believes it was Georgia Pacific.

Nav Canada published our new LPV approach in the June 17<sup>th</sup> edition of the Canada Air Pilot, (CAP). This means that we have a full GPS IFR approach for runways 08 and 26.

What this means is that an aircraft can now descend to 250 feet above ground level in hopes of seeing the approach lights and or the runway to make a landing. Prior to the LPV approach aircraft were only allowed to descend to 530 feet AGL and if they didn't see the runway, they would have to abandon the approach.

This will give us a greater chance of landing an aircraft in reduced visibility.

On the 18<sup>th</sup> of June the KL006 fire started and almost immediately we had an uptick in MNR and helitanker aircraft, we had the room in the tank to take a load of Jet and Avgas and were able to immediately get a load into meet the requirements of the increased traffic.

On June 25<sup>th</sup> I had a customer in to purchase 1000 liters of Avgas into a portable storage tank. As we were getting near the end, I looked at the pump and it was exactly at 1000 liters on the meter and when I went to print the meter ticket from the card lock it only showed 673 liters pumped.

Fortunately, we caught the problem and charged the customer accordingly off the register at the pump.

We then did several tests to see if we could identify where the problem was, and it seemed to be with the pulsar that is connected to the pump and sends information to the card lock.

as we were unable to immediately identify the problem, we removed the avgas pump from service with a NOTAM that Avgas was not available. I further sent an email to all the tenants advising them that we had no Avgas available.

I contacted Sam's pump service and they were able to come out on Tuesday the 29<sup>th</sup> and we're fairly quick to find that a pin on one of the shafts that goes to the pulsar had split causing the pulsar to work into intermediately. we replaced the broken pin and did several tests to ensure that the pump and the meter on the card lock were measuring the same amounts and they were.

On a closer inspection of the gearing for the meter on the add gas pump there are several gears that are worn out and could pose future problems. Sam's pump was able to find us a reconditioned meter that we will replace soon.

We are confident that we caught the problem in time and that there was no loss revenue due to the inaccurate meter readings.

A notice was sent to the tenants informing them that we were back online on the 29<sup>th</sup> and the NOTAM was removed.

The weather over that weekend was poor with rain and low visibility so there was no general aviation traffic over the weekend that would have impacted any potential fuel sales.

## **Winter Operations: 2020/2021 Summary**

N/A

## **Equipment**

We have performed an annual service on the runway sweeper, including flushing the radiators as this was determined to have been a problem from the 2019 /2020 winter season with over heating. We had no problems of that nature in the 2020/2021 winter so this will be an annual maintenance check moving forward.

### Safety Management System (SMS) Update

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 8 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had no safety concerns reported in June.

### SMS Reports

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	2
SMS Accident Report	1
Audit Findings	8

### Misc. Updates:

We have 1 open T hanger available, I have had a couple of calls inquiring about it but no commitments thus far.

**Correspondence: N/A**

**From:** [FONOM Office/ Bureau de FONOM](#)  
**Subject:** Consolidation of Agencies to address the Opioid, Mental Health and Addiction Crisis  
**Date:** Wednesday, September 29, 2021 6:40:57 AM  
**Attachments:** [Resolution - Consolidation of Agencies to address the Opioid, Mental Health and Addiction Crisis.docx](#)

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Good day

During the AMO Conference, FONOM/NOMA/NOSDA participated together in a Multi Minister Delegation on the issue of Mental Health, Homelessness, and the Opioid Crisis. The attached Resolution comes from that Delegation. We would ask that you share this Resolution with your Council and Senior Management Team. In addition, we would ask your Council to consider personalizing the Resolution and supporting it at a future meeting.

A FONOM Board member, a member of your local DSSAB Board, or the FONOM Office would clarify any questions you may have.

Talk soon, Mac

Mac Bain  
Executive Director  
The Federation of Northern Ontario Municipalities  
615 Hardy Street North Bay, ON, P1B 8S2  
Ph. 705-498-9510

P.S. FONOM GoNorth Promotional Videos

<https://www.youtube.com/watch?v=C3FQKMBzS6E> **NEW**

[https://www.youtube.com/watch?v=1\\_q0PBPCPZQ&authuser=0](https://www.youtube.com/watch?v=1_q0PBPCPZQ&authuser=0)

<https://www.youtube.com/watch?v=X81-vtsgs0w>

<https://www.youtube.com/watch?v=LUEGyXL2AXk>

[www.youtube.com/watch?v=qkEeQSnLHnA](https://www.youtube.com/watch?v=qkEeQSnLHnA)

<https://www.youtube.com/watch?v=DLV-SUC1J9c>

<https://www.youtube.com/watch?v=7rIrrgxng-0>

WHEREAS Communities across the province are addressing an intensified social crisis and Northern Ontario is no different. We recognize that creating solutions will require a multi-ministry approach but if there are lessons to be learned from this pandemic, what were once cracks in the health care foundation, there are now large gaps forming especially around mental health, addictions, and homelessness;

WHEREAS Northern Ontario has significant challenges when it comes to accessing mental health and addictions services for our people in our communities;

WHEREAS over 300 Child care staff who provide services to over 21,000 licenced child care spaces in over 340 locations across the North and they see the effects of Mental Health and Addictions every day in the children they care for and the parents they support;

WHEREAS, the defined area of Northern Ontario is over 800,000 square kilometres. Also, annually over 500 Social Services staff provide financial and employment assistance to over 15,000 families in 37 delivery sites across the North. Over 300 Community Housing staff provide safe and affordable housing to over 17,000 families in the North. In addition, there are many Police Officers and over 900 paramedics who responded to 200,000 medical emergency 911 calls. Paramedics have seen the direct results of the Mental Health and Addictions crisis in the North and some cases becoming ill themselves trying to cope with what they have seen;

WHEREAS FONOM appreciates the efforts of all the agencies that are working to help and support those addicted to opioids. In some districts, over 30 agencies are providing some assistance. But we would like to see consolidation of these agencies with the input of Municipalities/DSSAB's and local stakeholders. As we believe, a streamlined agency would be able to put the combined funds to better use;

THEREFORE BE IT RESOLVED that FONOM ask that our Northern Ontario Health Teams, in consultation with Municipalities/DSSAB's and local stakeholders, support a province-wide strategy that supports such consolidation;

FUTHER BE IT RESOLVED that a copy of this Resolution to be shared with Premier Ford, Christine Elliott the Minister of Health, Michael Tibollo the Associate Minister of Mental Health and Addictions, the Leaders of the Provincial Oppositions, and the Association of Municipalities of Ontario (AMO).

The Corporation of the City of Temiskaming Shores,  
325 Farr Drive, Haileybury  
Ontario, Canada, P0J 1K0

September 29, 2021

To the City of Temiskaming Shores Members of Council,

I am writing this letter on behalf of the Riverside Farmers Market Board of Directors to request the City provide vaccine passport exemption for Farmers Market vendors and patrons.

The reason for this exemption request is stated on the Farmers' Markets Ontario website: "As Ontario's farmers' markets are considered essential, customers **do not** have to provide proof of vaccination. Markets continue to ensure a physical distance of two metres is maintained and face coverings are still required at indoor markets." [COVID-19 Updates – Farmers' Markets Ontario \(farmersmarketsontario.com\)](https://farmersmarketsontario.com)

Riverside Farmers Market is a member in good standing with our governing body, Farmers' Markets Ontario, and we have also created and abided by the Safety Plan required by the City of Temiskaming Shores and the Temiskaming Health Unit.

We recognize that the Riverside Place facility is used for other events, like weddings and large group gatherings where vaccine passports are required under the Government of Ontario's new legislation. However, our Market is strictly a retail outlet, where patrons come in to buy our products and then leave. We have eliminated indoor food consumption this year, so we do not fall under the requirements for indoor eating establishments. We are no different than the local grocery stores or Wal-Mart, yet we are being discriminated against due to the City's blanket decision in By-law No. 2021-140.

As small business owners, we rely on our local Farmers Market as a place to generate revenue and connect with local consumers who want to buy fresh, local produce. We ask Council to reconsider their "blanket position" and make an exemption for Riverside Farmers Market customers and vendors.

Sincerely,

Ross Brubacher, President

RB/nf



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

October 1, 2021

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

Dear Premier:

**RE: KINGSVILLE COUNCIL SUPPORT OF SAVE EYE CARE IN ONTARIO**

At its Regular Meeting held Monday, September 27, 2021 Council of the Town of Kingsville passed a Resolution in support of Save Eye Care in Ontario as follows:

**"580-2021**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Thomas Neufeld

**Whereas** routine eye care is critical in early detection of eye diseases like glaucoma, cataracts, and macular degeneration, and the health of eyes is critical to overall health and quality of life; and

**Whereas** conditions that may be detected with an annual eye exam include Diabetes mellitus, Glaucoma, Cataract, Retinal disease, Amblyopia (lazy eye), Visual field defects (loss of part of the usual field of vision), Corneal disease, Strabismus (crosses eyes), Recurrent uveitis (an inflammation of the uvea, the middle layer of the eye that consists of the iris, ciliary body and choroid), Optic pathway disease; and

**Whereas** payments from OHIP have only increased 9% over the last 30 years, which has not come close to matching inflation of costs (which include rent, staff, utilities, equipment, taxes and supplies); and

**Whereas** the lack of funding makes it difficult to invest in modern technology, and newer technology means earlier detection of eye disease; and

**Whereas** the Provincial government's refusal to formally negotiate with Optometrists for more than 30 years has forced the Optometrists to absorb approximately 173 Million dollars annually in the cost to deliver eye care to Ontarians; and

**Whereas** the 2021 Ontario Budget did not address OHIP-insured eye care, Ontario Optometrists took action and voted to withdraw OHIP services starting September 1, 2021, unless the government agrees to legally-binding negotiations to fund these services at least to the cost of delivery; and

**Whereas** this job action will jeopardize good eyecare for those who need the care of an optometrist the most and will have the greatest impact on the most vulnerable groups. Children, who's lifetime ability to learn and develop depends on good vision and to the elderly, who are at the greatest risk for vision-threatening ocular diseases.

**Now Therefore Be It Resolved** that The Corporation of the Town of Kingsville requests that the Provincial government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and further

**That** the Provincial government address the OHIP-insured eye care immediately and enter into legally-binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place; and further

**That** a copy of this resolution be forwarded to Premier Ford, Ontario Minister of Health Christine Elliot, MPP Taras Natyshak, to the Ontario Association of Optometrists, and to all municipalities in Ontario.

**CARRIED"**

Yours very truly,



Sandra Kitchen, Acting Clerk  
Legislative Services Department  
skitchen@kingsville.ca

Enclosure

cc: Honourable Christine Elliott, Ontario Minister of Health  
Taras Natyshak, MPP, Essex  
Chris Lewis, MP, Essex  
Ontario Association of Optometrists  
All Ontario Municipalities



July 13, 2021

**Re: 21<sup>st</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 21, 2021**

To Ontario mayors and councils,

**We are writing to ask that you and your council proclaim and participate in Child Care Worker & Early Childhood Educator Appreciation Day on Thursday, October 21, 2021.** This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's Child Care Worker and Early Childhood Educator Appreciation Day is especially important as we look forward to a system of not-for-profit, accessible, affordable, high-quality care in Canada. After decades of advocacy, the good work and important contributions of workers in child care are finally being recognized. While new federal commitments are promising, our work must continue to ensure that provinces protect and respect early learning and care through robust investment in public services, not private care. We are on the cusp of a child care revolution in Ontario—and it starts with better working conditions and supports for child care workers.

If your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this important day:

- Your council sponsors a public announcement;
- Display our posters and distribute our buttons; and
- Organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres.

A sample proclamation and document outlining additional ways to recognize this important day is attached.

We would love to acknowledge municipalities who choose to celebrate child care workers and ECEs across Ontario on October 21, 2021. Please let us know how your municipality is participating in the appreciation day and we will add you to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, PO Box 73034 Wood Street PO Toronto, ON M4Y 2W5, or by email at: [carolyn@childcareontario.org](mailto:carolyn@childcareontario.org).

Thank you for your consideration.

**Sheila Olan-MacLean**  
President, OCBCC

**Fred Hahn**  
President, CUPE Ontario Division



Le 13 juillet 2021

**Objet : la 21<sup>e</sup> Journée annuelle de reconnaissance des travailleurs des services éducatifs à l'enfance, le 21 octobre 2021**

Aux maires et aux conseillers municipaux de l'Ontario,

**Par la présente, nous vous demandons à vous et à votre Conseil municipal de proclamer et de célébrer la Journée de reconnaissance des travailleurs des services éducatifs à l'enfance, le jeudi 21 octobre 2021.** Cette journée reconnaît l'engagement, le travail acharné et le dévouement des éducatrices de la petite enfance (ÉPE) et du personnel qui travaillent avec les jeunes enfants. Chaque année, la journée est proclamée par la Coalition ontarienne pour de meilleurs services éducatifs à l'enfance (COMSÉE), le Syndicat canadien de la fonction publique (SCFP), les municipalités et les conseils scolaires de l'Ontario. Elle est célébrée par des centaines de garderies, de syndicats et d'alliés.

La Journée de reconnaissance des travailleurs des services éducatifs à l'enfance revêt une importance particulière cette année alors que nous envisageons la mise en place de garderies sans but lucratif, abordables et de grande qualité au Canada. Après des décennies de plaidoyer, le bon travail et les contributions importantes des travailleurs en garderie sont enfin reconnus. Bien que les nouveaux engagements fédéraux soient prometteurs, nous devons poursuivre nos efforts pour que les provinces protègent et respectent l'apprentissage de la petite enfance et les garderies en investissant massivement dans les services de garde publics et non dans les services privés. Nous sommes à l'aube d'une révolution des services de garde d'enfants en Ontario qui commence par de meilleures conditions de travail et un meilleur soutien pour les travailleurs en garderie.

Même si votre Conseil municipal n'émet pas de proclamation officielle, il y a de nombreuses façons de participer et de célébrer cette importante journée, par exemple :

- Parrainer une annonce publique.
- Apposer nos affiches et distribuer nos macarons.
- Organiser des événements et des concours pendant la journée ou encore vous assurer que les conseillers municipaux et le maire participent à des activités organisées par les garderies.

Vous trouverez ci-joints un exemple de proclamation ainsi que des documents faisant ressortir d'autres manières de reconnaître cette importante journée.

Nous tenons à reconnaître les conseils scolaires qui célébreront les ÉPE et les travailleurs en garderie, à l'échelle de l'Ontario, le 21 octobre 2021. Veuillez nous informer de la façon dont votre municipalité participera à cette Journée et nous l'ajouterons à notre liste de proclamations et de célébrations.

Veuillez faire parvenir toute correspondance touchant les proclamations et/ou activités de célébration à l'attention de Carolyn Ferns, par la poste à la Coalition ontarienne pour de meilleurs services éducatifs à l'enfance, Boîte postale 73034, Wood Street PO, Toronto (Ontario) M4Y 2W5 ou par courriel à [carolyn@childcareontario.org](mailto:carolyn@childcareontario.org).

Nous vous remercions de l'attention que vous porterez à la présente.

**Sheila Olan-MacLean**  
Présidente de la COMSÉE

**Fred Hahn**  
Président de la Division de l'Ontario du SCFP



21<sup>ST</sup> ANNIVERSARY | OCTOBER 21, 2021

**CHILD CARE WORKER AND EARLY  
CHILDHOOD EDUCATOR  
APPRECIATION DAY**



This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

**Tips to Recognize and Celebrate the Day!**

Everyone	Municipalities	School Boards	Child Care Centres
<p><b>Show child care workers your appreciation on social media:</b></p> <ul style="list-style-type: none"> <li>• Share photos of how you're celebrating the day</li> <li>• Share an event prior to the date to raise awareness</li> <li>• Write a kind message about a child care provider you know</li> <li>• Use the hashtag #ECEappreciation and tag us @ChildCareON</li> </ul>	<ul style="list-style-type: none"> <li>• Place an ad in the local newspaper promoting the day</li> <li>• Nominate staff from local child care centres to be recognized by the Mayor</li> <li>• Encourage local councillors to tour child care centres to find out more about this important work</li> <li>• Organize a community-wide celebration to recognize individual staff, centres, and programs</li> </ul>	<ul style="list-style-type: none"> <li>• Insert the day on the October calendar</li> <li>• Arrange to have the day announced on the PA</li> <li>• Encourage classes of students to visit the child care centre</li> <li>• Set up a Wall of Fame where parents have the opportunity to say thank you to staff</li> <li>• Place our poster on school bulletin boards</li> </ul>	<ul style="list-style-type: none"> <li>• Host a pizza lunch for staff</li> <li>• Give staff members a certificate of appreciation.</li> <li>• Have every staff in the centre vote on one child care champion of the year</li> <li>• Set up a board near the entrance of the centre where parents may write thank-you notes</li> <li>• Place our poster on the main doors</li> </ul>

\* Contact the OCBCC to order posters and buttons by Friday, October 1, 2021 to ensure timely delivery.



21<sup>E</sup> ANNIVERSAIRE | LE 21 OCTOBRE 2021  
**JOURNÉE DE RECONNAISSANCE  
DES TRAVAILLEURS DES SERVICES  
ÉDUCATIFS À L'ENFANCE**



Cette journée reconnaît l'engagement, le travail acharné et le dévouement des éducateurs de la petite enfance (ÉPE) et du personnel qui travaillent avec les jeunes enfants. Chaque année, la journée est proclamée par la Coalition ontarienne pour de meilleurs services éducatifs à l'enfance (COMSÉE), le Syndicat canadien de la fonction publique (SCFP), les municipalités et les conseils scolaires de l'Ontario. Elle est célébrée par des centaines de garderies, de syndicats et d'alliés.

**Quelques idées sur la façon de célébrer la journée !**

**Tout le monde**

**Montrez votre appréciation des travailleurs des services éducatifs à l'enfance sur les médias sociaux :**

- Partagez des photos sur la façon dont vous célébrez la journée.
- Annoncez un événement avant sa tenue afin de sensibiliser la population.
- Écrivez un petit mot gentil à propos d'un travailleur en garderie que vous connaissez.
- Utilisez le mot clic #ECEappreciation et balisez-nous à @ChildCareON.

**Les municipalités**

- Placez une annonce dans le journal local faisant la promotion de la journée.
- Nommez des membres du personnel des garderies locales remarquables que le maire devrait reconnaître.
- Invitez les conseillers municipaux à visiter des garderies pour en savoir plus sur ce travail important.
- Organisez une célébration à l'échelle de la communauté afin de reconnaître des membres du personnel, des garderies et des programmes.

**Les conseils scolaires**

- Inscrivez le jour à l'agenda d'octobre.
- Veillez à ce que la journée soit annoncée sur le système électroacoustique.
- Invitez les élèves à visiter la garderie.
- Installez un Mur de la renommée où les parents peuvent laisser un mot de remerciement au personnel.
- Apposez notre affiche sur le babillard du conseil scolaire.

**Les garderies**

- Organisez un dîner-pizza pour le personnel.
- Remettez à chaque membre du personnel un certificat d'appréciation.
- Demandez au personnel de voter pour le champion des services de garde d'enfants de l'année.
- Installez un babillard près de l'entrée de la garderie où les parents peuvent écrire un mot de remerciements.
- Apposez une affiche sur les portes principales.

\*Veuillez communiquer avec la COMSÉE pour commander des affiches et des macarons au plus tard le vendredi 1<sup>er</sup> octobre 2021 pour garantir la livraison.

# **21<sup>st</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day**

**October 21, 2021**

## **Proclamation**

**Whereas** years of research confirms the benefits of high-quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

**Whereas** child care promotes the well-being of children and responds to the needs of parents and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

**Whereas** trained and knowledgeable Early Childhood Educators and child care staff are the key to quality in early learning and child care programs and champions for children;

**Therefore, Be It Resolved** that October 21, 2021 be designated the 21st annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

# **21<sup>e</sup> Journée annuelle de reconnaissance des travailleurs des services éducatifs à l'enfance**

**Le 21 octobre 2021**

## **Proclamation**

**Attendu que** des années de recherche viennent confirmer les avantages des services de garde d'enfants de haute qualité pour le développement intellectuel, émotionnel, social et physique des jeunes enfants et leurs résultats plus tard dans la vie; et

**Attendu que** les services de garde d'enfants favorisent le bien-être des enfants et pourvoient aux besoins des parents et de l'ensemble de la communauté en soutenant la qualité de vie afin que les citoyens puissent participer et contribuer pleinement à la vie économique et sociale de leur communauté; et

**Attendu que** les éducateurs de la petite enfance et les travailleurs en garderie formés et compétents sont la clé de la qualité des programmes d'apprentissage et de garde d'enfants et qu'ils sont aussi des champions des enfants,

**Il est donc résolu que** le 21 octobre 2021 soit désigné comme la 21<sup>e</sup> Journée annuelle de reconnaissance des travailleurs des services éducatifs à l'enfance en reconnaissance de l'éducation, du dévouement et de l'engagement des travailleurs en garderie envers les enfants, leurs familles et la qualité de vie de la communauté.

**From:** [Chris Oslund](#)  
**To:** [Logan Belanger](#)  
**Subject:** FW: Urgent request from THU  
**Date:** Friday, October 1, 2021 12:56:32 PM  
**Importance:** High

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**From:** Dr Glenn Corneil <corneilg@timiskaminghu.com>  
**Sent:** Friday, October 1, 2021 11:56 AM  
**To:** Chris Oslund <coslund@temiskamingshores.ca>  
**Cc:** Ryan Peters <petersr@timiskaminghu.com>; Maria McLean <mcleanm@timiskaminghu.com>; Ray Gullekson <gulleksonr@timiskaminghu.com>; Randy Winters <wintersr@timiskaminghu.com>; Erin Cowan <cowane@timiskaminghu.com>  
**Subject:** Urgent request from THU  
**Importance:** High

Dear Chris,

In follow-up to your discussion with Maria McLean, please consider the following to be an important request from Timiskaming Health Unit.

With respect to council's recent *Recreational Facilities Proof of COVID-19 Vaccination Policy* which includes municipal halls, we request that the following exemption, which is present in the provincial regulation 2.1(3), be included in the policy:

**Subsection (1) does not apply where a patron is entering an indoor area solely,  
(g) as may be necessary for the purposes of health and safety.**

Please note that under the provincial regulation, entering a facility for the purpose of vaccination would fall under this subsection exemption and we sincerely request to council that this be reinstated as soon as possible. Also, by having removed this exemption, there could inadvertently be obstruction of access for safety situations, such as fire or ambulance.

Thank you for your urgent consideration,  
Glenn

Dr. Glenn Corneil  
Acting Medical Officer of Health/Chief Executive Officer  
**Timiskaming Health Unit**  
247 Whitewood Avenue, Unit 43  
P.O. Box 1090  
New Liskeard, ON P0J 1P0  
Tel: 705-647-4305 ext: 2254  
Fax: 705-647-5779

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## OPP 2022 Annual Billing Statement

### Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2022

Please refer to [www.opp.ca](http://www.opp.ca) for 2022 Municipal Policing Billing General Information summary for further details.

			<b>Cost per Property \$</b>	<b>Total Cost \$</b>
<b>Base Service</b>	<b>Property Counts</b>			
	Household	4,869		
	Commercial and Industrial	416		
	Total Properties	<u>5,285</u>	172.07	909,398
<b>Calls for Service</b>	(see summaries)			
	Total all municipalities	176,906,037		
	Municipal portion	0.7225%	241.83	1,278,069
<b>Overtime</b>	(see notes)		16.06	84,872
<b>Court Security</b>	(see summary)		29.92	158,132
<b>Prisoner Transportation</b>	(per property cost)		1.71	9,037
<b>Accommodation/Cleaning Services</b>	(per property cost)		4.83	25,527
<b>Total 2022 Estimated Cost</b>			<u><b>466.42</b></u>	<u><b>2,465,035</b></u>
<b>2020 Year-End Adjustment</b>	(see summary)			(71,732)
<b>Grand Total Billing for 2022</b>				<u><b>2,393,303</b></u>
<b>2022 Monthly Billing Amount</b>				<b>199,442</b>

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

Thursday, July 15, 2021  
Harley Twp. Hall, Hwy. #11  
New Liskeard, ON

**Attendance:** Doug Metson, Marc Robillard, Bryan McNair, Debbie Veerman, Laurie Bolesworth, Kerry Stewart, Carman Kidd, Barbara Beachey, James Smith, Sheila Randell

**Regrets:** Pauline Archambault, Matt Golcic, Mitch Lafreniere

**Absent:** Earl Read

**1. Welcome - Meeting called to order**

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of July 15, 2021 be called to order at 6:31 p.m. "

Carried

**2. Approval of Agenda**

Moved by: Doug Metson

Seconded by: Barbara Beachey

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

Carried

**3. Approval of Minutes of Last Meeting**

Moved by : Barbara Beachey

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the Minutes of the Meeting held March 18, 2021, be adopted as presented."

Carried

**4. Business Arising from Minutes**

None

**5. Committee Reports**

(a) Financial Report:

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Finance Report for the months of March, April, May and June 2021, be adopted as presented and be attached hereto, forming part of these Minutes".

Carried

(b) Property & Maintenance  
No Report

(c) Human Resource  
No Report

**6. Manager's Report**

Moved by: Debbie Veerman

Seconded by: Laurie Bolesworth

BE IT RESOLVED THAT "the Manager's Report for the months of March, April, May and June 2021, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

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

- FedNor is still pending

- email was sent out to Human Resources board members regarding wage increases.

Motion passed under #8 – New Business.

Moved by: Laurie Bolesworth

Seconded by: Debbie Veerman

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

Carried

**8. New Business**

Moved by : Barbara Beachey

Seconded by: Doug Metson

WHEREAS "wage increases have been requested";\

BE IT RESOLVED THAT "the ETRAA agrees to increase wages by 3% of their current rate, as of June 1, 2021".

Carried

Moved by: Kerry Stewart

Seconded by: Marc Robillard

WHEREAS "Jamie advised we are due to renew our SMS audits and has obtained 3 quotes".

BE IT RESOLVED THAT "the ETRAA agrees to retain Loomex to conduct our 3 year SMS plan and manual update."

Carried

James Smith advised that the new owner of the Grant Hangar – Yves Gauthier – was in to the office, to introduce himself and get a bit of information on the airport and protocols. Mr. Gauthier is planning on storing farming equipment in the hangar.

TRACC contacted Matt Golcic about removing property from the Airport.

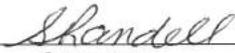
Discussion was held at this meeting, and all agreed that TRACC has had plenty of notice and time to remove their property. The answer is "no", and any items left on Airport property are to be disposed of as the Board decides.

9. **Closed Session**  
None

10. **Adjournment**  
Moved by : Doug Metson  
Seconded by : Debbie Veerman  
BE IT RESOLVED THAT "this meeting be adjourned at 7:28 p.m."

Carried

  
Chair

  
Secretary



## MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday August 18, 2021 at 5:30 PM via Zoom Videoconference.

---

- Present:** Doug Jelly – Chair, Derek Mundle – Vice-Chair, Patricia Hewitt, Airianna Leveille, Ian MacPherson, Sharon Gadoury East, Clifford Fielder, Kelly Black, Chief Administrative Officer
- Staff:** Lyne Labelle, HS Manager; Mark Stewart, Director of Client Services, Rachel Levis, Director of HR, Kara Macmillan, HR Supervisor, Vanessa O’Gorman, EMS Superintendent, Velma Stanger, Recorder, Michelle Caron, Recorder
- Guests:** Darlene Wroe, Speaker
- Absent:** Pat Kiely, Patrick Adams, Lynne Bernier, CS Manager
- 

The Regular Meeting of the Board was called to order at 5:31 PM.

### 1.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

### 2.0 PETITIONS AND DELEGATIONS

Nil

### 3.0 ACCEPTANCE/ADDITIONS TO THE AGENDA

#### **Resolution #2021-60**

Moved by Clifford Fielder and seconded by Ian Macpherson

**THAT the agenda of the regular meeting of the Board held on August 18, 2021, be accepted as amended.**

Carried.

### 4.0 ADOPTIONS OF PREVIOUS MINUTES JUNE 16, 2021

#### **Resolution #2021-61**

Moved by Derek Mundle and seconded by Sharon Gadoury East

**THAT the minutes of the regular meeting of the Board held on June 16, 2021, be approved as presented.**

Carried.

### 5.0 CORRESPONDENCE

#### **Resolution #2021-62**

Moved by Arianna Leveille and seconded by Ian Macpherson.

**THAT the Board receive the Correspondence as presented, for information.**

Carried.

### 6.0 BUSINERSS ARISING FROM PREVIOUS MEETING

Nil

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## **7.0 OTHER BUSINESS**

### **7.1 Revised Health and Safety Policies**

#### **Resolution #2021-63**

Moved by Sharon Gadoury East and seconded by Derek Mundle

**THAT the Board approve the revised OHS-11 Policy: Health and Safety Roles and Responsibilities and OHS-12 Policy: Physical and Psychological Health, Safety and Wellness - Employer Statement of Commitment as presented.**

Carried.

### **7.2 Maximum Rent Increase 2022**

#### **Resolution #2021-64**

Moved by Airianna Leveille and seconded by Ian Macpherson

**THAT the Board approve to increase the maximum rents for some DTSSAB owned community housing buildings the full 1.2% allowed as per the 2022 Market Rent Control Guidelines set by the Ministry. The increase would be effective January 1, 2022. Some units in the district require no increase or a slightly smaller percentage increase to support consistent rents amounts across the district.**

Carried.

### **7.3 Town of Cobalt Delegation Report**

#### **Resolution #2021-65**

Moved by Clifford Fielder and seconded by Derek Mundle

**THAT the Board approve the following in response to the Town of Cobalt's delegation at the June 16, 2021, regular meeting of the Board:**

- 1. To not redesignate the building located at 26 Ferland Drive in Cobalt, Ontario owned by the District of Timiskaming Social Services Administration Board as seniors only,**  
**AND**
- 2. Direct the Housing Services Manager to prepare and send a letter to the Town of Cobalt to communicate the decision(s) made by the DTSSAB's Board of Directors in response to their delegation requests**

### **7.4 NOSDA AGM 2021 Update**

#### **Resolution #2021-66**

Moved by Patricia Hewitt and seconded by Sharon Gadoury East

**That the Board approve the Resolutions from the 2021 NOSDA Annual General Meeting held virtually via Zoom on June 22, 2021 as presented.**

### **7.5 CAO Q2 Report**

Kelly Black Presented a Report to the Board for Information

**7.6 CAO Update**  
Kelly Black Presented this Item to the Board for Information

**8.0 IN-CAMERA SESSION**

Resolution #2021-67

Moved by Derek Mundle and seconded by Airianna Leveille

**THAT the Board move into the In-Camera Session**

Carried.

**9.0 RETURN TO REGULAR MEETING**

Resolution #2021-69

Moved by Patricia Hewitt and seconded by Derek Mundle

**THAT the Board resolve to rise from the in-camera session and reconvene with the regular meeting of the Board with report at 6:50 pm**

Resolution #2021-68

Moved by Sharon Gadoury East and seconded by Airianna Leveille

**THAT the Board approve the direction given in camera regarding all Items under Other Business specifically 8.5.3**

Carried.

**10.0 ADJOURNMENT/ NEXT MEETING**

Resolution #2021-70

Moved by Clifford Fielder and seconded by Ian Macpherson

**THAT the Board meeting be hereby adjourned at 6:52 PM**

**AND**

**THAT the next regular meeting of the Board be held on September 15, 2021 or at the call of the Chair.**

Carried.

Minutes signed as approved by the Board:

  
\_\_\_\_\_  
Doug Jelly, Chair

  
\_\_\_\_\_  
Date

Recorder: Michelle Caron



**THE CITY OF TEMISKAMING SHORES  
JANUARY - SEPTEMBER 2021 YEAR-TO-DATE  
CAPITAL FINANCIAL REPORT**

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

30-Sep-21

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at September 30, 2021**

Department	Project	2021			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	Transfer from Operations		1,065,365	(1,065,365)				
	Transfer from Reserves	57,099	3,103,939	(3,046,840)				
	Borrowing	3,712,027	4,676,130	(964,103)				
	Federal Gas Tax		1,894,874	(1,894,874)				
	Efficiency Funding		456,747	(456,747)				
	FCM Funding		50,000	(50,000)				
	OCIF Funding	195,000	195,000	0				
	FedNor Funding		18,000	(18,000)				
	COVID Resilience Funding		100,000	(100,000)				
	EDSC Accessibility Funding	100,000	100,000	0				
	Provincial Gas Tax		31,738	(31,738)				
	ICIP		87,262	(87,262)				
	Transport Canada		39,200	(39,200)				
	Ontario Trillium Fund	135,000	150,000	(15,000)				
	Partnership - Splashpad	67,573	300,000	(232,427)				
<b>Total Revenues</b>		<b>4,266,699</b>	<b>12,268,255</b>	<b>(8,001,556)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	Cemetery Columbarium Upgrades		15,000	15,000				
	Asset Management Software	8,721	100,000	91,279	33%	X		
<b>Fire:</b>	Jordair Fill Station (Stn #1)	11,224	11,200	-24	100%	X		
<b>Public Works:</b>	2021 Roads Program	1,867,791	5,000,000	3,132,209	100%	X		
	Roy's Bridge (Uno Park Road)	190,627	195,000	4,373	100%	X		
	Street Lights - Grant Drive	10,645	130,000	119,355	75%	X		
	Engineering - Bridges Structural Report	20,773	20,000	-773	80%	X		
	Decorative Street Light LED Upgrades Phase 1		75,000	75,000				
	Radley Hill Road Crossing Engineering	507	49,000	48,493	75%	X		
<b>Solid Waste:</b>	Landfill Expansion	6,365	1,500,000	1,493,635	25%	X		
	Spoke Transfer Station - Rehab Project	28,865	50,000	21,135	100%	X		
<b>Property Mtnce:</b>	Haileybury Fire Station	85,576	2,513,000	2,427,424	50%	X		
	NL Arena Accessibility Project	18,425	450,000	431,575	15%		X	
	PFC Upgrades	21,818	43,750	21,932	75%	X		
	Spurline Building Accessibility Upgrades		30,000	30,000	15%	X		
	CJTT Window Upgrades		30,305	30,305	100%	X		
	NL Library Relocation	2,141	0	-2,141				
<b>Fleet:</b>	Small Fleet Replacement	61,264	155,000	93,736	50%	X		
	Tri Axle Dump Truck		225,000	225,000	75%	X		
	Loader	229,900	350,000	120,100	100%	X		
	Fire Rescue		415,000	415,000	75%	X		
<b>Transit:</b>	Bus Shelters	14,934	20,000	5,066	100%	X		
	Ridership App	12,875	99,000	86,125	100%	X		
<b>Recreation:</b>	Tennis Court Resurfacing	3,011	70,000	66,989	75%	X		
	Pool Regrouting	22,879	31,000	8,121	100%	X		
	Splash Pad	338,615	550,000	211,385	75%	X		
	Stairmaster		11,000	11,000	100%	X		
	Farr Park - Old Hlby Food Bank Demolition		10,000	10,000	25%	X		
	Wabi Pedestrian Project - Engineering		20,000	20,000	50%	X		
	COVID Resilience Project		100,000	100,000	85%	X		
<b>Total Expenditures</b>		<b>2,956,955</b>	<b>12,268,255</b>	<b>9,181,300</b>				

**ENVIRONMENTAL CAPITAL  
Revenues & Expenditures  
as at September 30, 2021**

	2021			%	G	Y	R
	Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>							
Transfer from Operations		487,000	(487,000)				
<b>Total Revenues</b>	<b>0</b>	<b>487,000</b>	<b>(487,000)</b>				
<b>EXPENDITURES:</b>							
ICI Water Meter Program	89,374	100,000	10,626	90%	X		
Farr Drive Sewer Repair	26,152	35,000	8,848	100%	X		
Robert/Elm Pumping Station	120,111	190,000	69,889	90%	X		
Hwy 11 Emergency Watermain Relocation	1,560	162,000	160,440	75%	X		
<b>Total Expenditures</b>	<b>237,198</b>	<b>487,000</b>	<b>249,802</b>				

## Memo

**To:** Mayor and Council  
**From:** Shelly Zubyck, Director of Corporate Services  
**Date:** October 5, 2021  
**Subject:** Skate Sharpening Booth Lease Agreement – Change of Ownership  
**Attachments:** Draft Agreement (**Please refer to By-law No. 2021-143**)

---

Mayor and Council:

Currently, 1568133 Ontario Inc. (o/a) Active One Source for Sports, leases the skate sharpening booth in the Don Shepherdson Memorial Arena, for a three-year term ending August 31, 2022 (By-law No. 2019-138). Staff have been informed of an ownership change to Terris Holdings Inc.; therefore, staff is recommending entering into a lease agreement with the new owner for the balance of the term and to repeal By-law No. 2019-138.

The lease agreement is included in the By-law section of tonight's agenda.

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

---

Shelly Zubyck  
Director of Corporate Services

Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Stephanie Leveille  
**Date:** October 5, 2021  
**Subject:** Business Recovery Program  
**Attachments:** N/A

---

Mayor and Council:

Following Council endorsement of the implementation of a Covid-19 Business Recovery Program, we are pleased to report that we are ready to accept applications for the program.

Details regarding the program, eligibility, as well as the application form may be found online at [temiskamingshores.ca/businessrecovery](http://temiskamingshores.ca/businessrecovery). Alternatively, application packages will be available for pick up at City Hall or may be emailed upon request.

Announcement of the program will be communicated through various sources.

The following resolution is recommended for Council consideration:

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Memo 034-2021-CS.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Stephanie Leveille  
Treasurer (shadow)

Shelly Zubycyk  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

---

**Subject:** Hurteau Land Use Agreement

**Report No.:** CS-037-2021

**Agenda Date:** October 5, 2021

---

### **Attachments**

Appendix 1 – Draft Land Use Agreement (**Please refer to By-law No. 2021-144**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-037-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into a land use agreement for the lands described as BUCKE CON 1 N PT LOT 7 PCL 6958SST, with Mr. George Hurteau, for consideration at the October 5, 2021 Regular Council Meeting.

### **Background**

Mr. Hurteau and the City have been in a land use agreement since 2003. The most recent agreement expired on July 31, 2019.

Mr. Hurteau has recently expressed interest in his continued use of the land and requested the land use agreement be extended for an additional five (5) years.

### **Analysis**

Mr. Hurteau has been cutting blown down trees and trees cut down by beavers on the subject land described as Parcel 6958 SST being the North ½ of Lot 7, Conc. 1 within the Township of Bucke, City of Temiskaming Shores, District of Temiskaming being 80 acres, (Rol No. 54-18-030-008-042.00), under agreement with the City, since 2003.

Cutting has been limited to blown down and trees cut down by beavers, there is no evidence of standing timber being felled. Access to the site remains limited and is restricted to all terrain vehicles only. Mr. Hurteau has suggested that he removes approximately ten (10) cord of wood from the property per year.

In 2005, Council sought advice from solicitor Robbie Gordon who stated *“the indemnifications in the agreement would appear to adequately protect the City, and although the risk might be relatively low, the indemnifications are only as good as Mr. Hurteau’s ability to pay.”*

Given the long-standing occupation of the land without incident, it is recommended that Council enter into a land use agreement for a period of five (5) years.

**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

There is a \$250 application fee included in the lease agreement.

**Alternatives**

No alternatives have been considered.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"* \_\_\_\_\_

*"Original signed by"* \_\_\_\_\_

Shelly Zubyck  
 Director of Corporate Services

Christopher W. Oslund  
 City Manager

---

**Subject:** Property Standards By-law  
Amendment

**Report No.:** CS-038-2021

**Agenda Date:** October 5<sup>th</sup>, 2021

---

### **Attachments**

Appendix 1 – Draft By-law to Amend By-law No. 2018-081 (**Please refer to By-law No. 2021-145**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-038-2021; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-081, to regulate Property Standards for property within the municipality for the inclusion of provisions to regulate nuisance trees for consideration at the October 5, 2021 Regular Council Meeting.

### **Background**

Recently City staff have received complaints regarding trees on residential properties affecting neighbouring properties. Upon receiving these complaints, the City's By-law Enforcement Officer has conducted site visits, spoken to residents, taken pictures, etc., however, there is currently no legislation in effect for the City to address these concerns or enforce property standards with respect to nuisance trees.

### **Analysis**

Staff conducted a review of best practices in other Ontario municipalities. Many towns and cities regulate trees through their Property Standards By-laws. Staff have developed a proposed amendment to our current Property Standards By-law to address nuisance trees. The proposed amendment is as follows:

#### ***Part 2 - Definitions***

**2. \_ Arborist** *a trained professional that is capable of assessing the health and status of any tree in question for the safety of the public.*

**2. Tree** Any woody plant of a species which at maturity is usually over five (5) metres in height, having one or more self-supporting trunks and including the roots, branches, trunk, crown or any part thereof.

**Part 3 – General Standards for all properties**

**3. Trees**

**3.1.** All trees on the premises shall be kept pruned so as to be free from dead, diseased or dying branches which may be a source of danger.

**3.2.** All diseased or dead trees which may be a source of danger shall be removed.

**3.3.** Trees are only to be deemed a danger by an arborist, unless it is deemed dangerous by the City’s By-Law Enforcement officer.

**3.4.** The owner of the property on which the supposed dangerous tree is located shall be responsible for providing a written statement from an arborist on the health and/or safety of the tree, if it is requested by the City’s By-law enforcement Officer.

The amendment was discussed at the September 15<sup>th</sup>, 2021 Protection to Persons and Property Committee meeting and passed a recommendation supporting the amendment.

**Consultation / Communication**

- Consultation with Protection to Persons and Property Committee

**Financial / Staffing Implications**

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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by: \_\_\_\_\_

*“Original signed by”*

---

Shelly Zubycik  
Director of Corporate Services  
Reviewed and submitted for Council’s  
consideration by:

*“Original signed by”*

---

Christopher W. Oslund  
City Manager

**Subject:** Lease Agreement – Dr. Pretty

**Report No.:** CS-039-2021

**Agenda Date:** October 5<sup>th</sup>, 2021

### **Attachments**

Appendix 01: Draft By-law (**Please refer to by-law No. 2021-146**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-039-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Dr. Chelsea Pretty to lease office space in the Haileybury Medical Centre for consideration at the October 5, 2021 Regular Council meeting.

### **Background**

In September staff was notified by Dr. Brittany Barron that she would be closing her practice in the Haileybury Medical Centre. Further, Dr. Chelsea Pretty has since joined the Haileybury Family Health Team.

### **Analysis**

Dr. Pretty has requested to lease the vacant offices (408 square feet) in the Haileybury Medical Centre. The lease would take effect November 1, 2021.

The draft lease agreement is included in the By-law Section of the Council package.

### **Relevant Policy / Legislation / City By-Law**

- 2021 Corporate Services Budget

### **Financial / Staffing Implications**

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

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

The lease rate is consistent with the other leases within the Medical Centre. The City will collect a total of \$475.22 per month in 2021. A two (2%) annual increase has been included in the lease agreement which is also consistent with other agreements.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

*“Original signed by”*

---

Shelly Zubyck  
Director of Corporate Services

Reviewed and submitted for Council’s  
consideration by:

*“Original signed by”*

---

Christopher W. Oslund  
City Manager

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**Subject:** Lease Agreement – Ilby Arena

**Report No.:** CS-040-2021

**Agenda Date:** October 5<sup>th</sup>, 2021

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### **Attachments**

**Appendix 01:** Draft Agreement (**Please refer to Draft By-law No. 2021-147**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-040-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Ophelia Hartzke for the use of the Shelley Herbert-Shea Memorial Arena Concession Stand from October 1, 2021 to April 30, 2022, for consideration at the October 5, 2021 Regular Council meeting.

### **Background**

Ms. Ophelia Hartzke has expressed interest in leasing the concession at the Shelley Herbert-Shea Memorial Arena.

### **Analysis**

The City has received no other interest in the concession.

A draft lease agreement for the use of the space is attached as Appendix 1. The lease agreement outlines all covenants for the lessee and lessor including the provision of Ms. Hartzke providing the City with a copy of their insurance policy naming the City as an additional insured.

### **Relevant Policy / Legislation / City By-Law**

- 2021 Corporate Services Budget



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**Subject:** ZBA-2021-06: DYMOND CON 4 N  
PT LOT 12 PCL 15244SST

**Report No.:** CS-041-2021

**Agenda Date:** October 5, 2021

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### **Attachments**

**Appendix 01:** Planning Report

**Appendix 02:** Public Notice, and Public Comments

**Appendix 03:** Draft By-law to amend Zoning By-law No. 2017-154 (**Please refer to By-law No. 2021-148**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-041-2021;
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 Prime Agricultural (A1) to Prime Agricultural Exception 2 (A1-2); 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 October 5, 2021 Regular Council meeting.

### **Background**

The applicant submitted a Consent application for consideration by the Committee of Adjustment in May of 2021. The Committee approved the Consent application, which served to sever the subject land from an adjacent property to the south. One of the conditions of approval of the Consent application was the approval of a Zoning By-law amendment to prohibit future residential uses of the subject land, and to recognized a lot area that is less than the Zoning By-law requirement for the A1 Zone.

### **Analysis**

The public meeting was held on September 21, 2021 and no written or oral comments were received. No concerns were noted through circulation to City staff.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework.

It is the opinion of the undersigned 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
- Consultation with OMAFRA area Rural Planner

**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.

**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”  
 Christopher W. Oslund  
 City Manager



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

## **Planning Report**

**Zoning By-law Amendment Application: ZBA-2021-06**

**Owner:** Rudolf and Candace Tobler

**Applicant:** William R. Ramsay, Ramsay Law Office  
Professional Corporation

**Property:** DYMOND CON 4 N PT LOT 12 PCL 15244SST

**Roll No.:** 5418-020-002-161.00

**September 30, 2021**

## **Subject Land**

DYMOND CON 4 N PT LOT 12 PCL 15244SST

## **Background and Purpose of the Application**

In May of 2021 the Committee of Adjustment approved an application to sever the subject land from an adjacent piece of land to the south. One of the conditions of approval of the severance was the approval of a Zoning By-law amendment prohibiting future residential use of the subject property and permitting a lot area smaller than that required by the Zoning By-law. The purpose of this application is to fulfill that condition.

The subject property is designated Prime Agricultural Land in the City of Temiskaming Shores Official Plan.

## **Statutory Public Notice**

The complete application was received on August 31, 2021. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on September 1, 2021 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 120 metres of the subject land in accordance with the City's common practice.

The public hearing was held on September 21, 2021. No members of the public made oral submissions at the public hearing and no written submissions have been received as of the date of this report.

## **Site Analysis**

The subject property is an agricultural property on Sales Barn Road to the south of Tobler's Road. The property represents the severed property conditionally approved through Consent application B-2021-02 and has an area of 31.6 hectares (78 acres). A 0.75 hectare (1.86 acre) residential lot also exists which was removed southeast corner of the property

## **Servicing**

The subject property is vacant.

## **Access**

The property fronts on Sales Barn Road but does not appear to have an existing driveway. Approval of an entrance permit application will be required in order to access this property from Sales Barn Road.

## **Existing Land Use**

The subject property does not contain any buildings or structures and is used as agricultural crop land.

## **Adjacent Land Uses**

North: Prime Agricultural (A1) Zone (currently vacant crop land)

South: Rural Residential (R1) Zone; Prime Agricultural (A1) Zone

East: Public road (Sales Barn Road); Harris Township

West: Prime Agricultural (A1) Zone (currently vacant crop land directly adjacent with a livestock operation along Peters Road)

## **Planning Analysis**

### **Provincial Policy Statement (2020)**

The Provincial Policy Statement (PPS) sets out the Provincial government's policy direction on matters of Provincial interest as they relate to land use planning and development. The PPS provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

The subject property is located within the area the Province, through the Ministry of Agriculture, Food and Rural Affairs (OMAFRA), has identified as Prime Agricultural Land. Due to this designation, the property is subject to the Agricultural policies of the Provincial Policy Statement. The entire section has been included below for information purposes, but subsection 2.3.4 Lot Creation and Lot Adjustments is primarily applicable to this application.

## 2.0 *Wise Use and Management of Natural Resources*

### 2.3 *Agriculture*

#### 2.3.1 *Prime agricultural areas shall be protected for long-term use for agriculture*

*Prime agricultural areas are areas where prime agricultural lands predominate. Specialty crop areas shall be given the highest priority for protection, followed by Canada Land Inventory Class 1, 2, and 3 lands, and any associated Class 4 through 7 lands within the prime agricultural area, in this order or priority.*

#### 2.3.2 *Planning authorities shall designate prime agricultural areas and specialty crop areas in accordance with guidelines developed by the Province, as amended from time to time.*

*Planning authorities are encouraged to use an agricultural system approach to maintain and enhance the geographic continuity of the agricultural land base and the functional and economic connections to the agri-food network.*

#### 2.3.3 *Permitted Uses*

##### 2.3.3.1 *In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses.*

*Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.*

##### 2.3.3.2 *In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.*

##### 2.3.3.3 *New land uses in prime agricultural areas, including the creation of lots and new or expanding livestock facilities shall comply with the minimum distance separation formulae.*

#### 2.3.4 *Lot Creation and Lot Adjustments*

##### 2.3.4.1 *Lot creation in prime agricultural areas is discouraged and may only be permitted for:*

- a) *agricultural uses, provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;*
- b) *agriculture-related uses, provided that any new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;*
- c) *a residence surplus to a farming operation as a result of farm consolidation, provided that:*
  1. *the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and*

2. *the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective; and*
  - d) *infrastructure, where the facility or corridor cannot be accommodated through the use of easements or rights-of-way.*
- 2.3.4.2 *Lot adjustments in prime agricultural areas may be permitted for legal or technical reasons.*
- 2.3.4.3 *The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.1(c).*

The subject property is proposed to be transferred to an agricultural landowner in the area and will continue to be used for agricultural purposes. Per the applicant, the subject land is currently being rented to the transferee, and the purpose of the severance is to grant them ownership of the property. The land area is adequate for the cropland use of the property, and is in keeping with the parcel fabric of the agricultural area in Temiskaming Shores.

The property to be retained as a result of the severance application (the adjacent property to the south) contains an existing residential dwelling and farm buildings. Although the application was not for a surplus farm dwelling, it is appropriate to preclude residential uses on the severed parcel as the future owner of the property is already a landholder in the area and does not intend to reside on the subject property. There is therefore no need for a residential dwelling to sustain the lands for continued agricultural use. In previous conversations with OMAFRA, the ideal method for prohibiting future residential dwellings is through a Zoning By-law amendment.

Based on the above information it is my opinion that the proposed exception to recognize the reduced lot area and to prohibit future residential use of the property demonstrates consistency with the 2020 Provincial Policy Statement.

### **Growth Plan for Northern Ontario**

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms the proposal does not conflict with any of the Growth Plan policies.

### **City of Temiskaming Shores Official Plan**

The property is designated Prime Agricultural Land in the City of Temiskaming Shores Official Plan.

## **11. Agriculture**

### **11.1 Introduction**

*A key principle of this Plan is to promote and protect the long-term future of agriculture. The core area of farming operations (i.e. prime agricultural lands) is located in Dymond where highly productive soils on the "Little Clay Belt" support a mix of livestock and cash cropping operations. Prime agricultural land accounts for 4,526 ha or 25.5% of the City's land base. Bio-engineering, in-situ crop and livestock research, and local post-secondary agricultural training are strong indicators of a successful farming industry. The policies of the Plan aim to protect the land base and to promote an integrated approach for productive farming, agricultural education and research and a strong agricultural community.*

## 11.2 Definition

*In the Agriculture designation the predominant use of land will be:*

- a. Farming of all types;*
- b. An agriculture-related industrial, commercial or research activity;*
- c. Residential uses directly related to agriculture;*
- d. Secondary uses;*
- e. Natural features that enhance the area for agriculture and ecosystem health such as woodlots and wetlands;*
- f. Sustainable agricultural practices that promote a healthy environment.*

## 11.3 Goal Statement

*To promote and protect the long-term future of agriculture through the protection of the land base, the support of sustainable farming practices and research, the support of the culture of the farming community and by maintaining strong environmental standards.*

## 11.4 Objectives

*The goal statement will be supported by the following objectives:*

- 1. To protect prime agricultural land (class 2 and 3 soils) in Dymond for agriculture and specialty crop areas.*
- 2. To protect locally significant agricultural land for agriculture.*
- 3. To encourage farming activities in other rural areas of the City.*
- 4. To support a diversity of farming types.*
- 5. To encourage food production for local markets.*
- 6. To support and encourage normal farm practices and sustainable farming operations.*
- 7. To support and encourage research and education in agriculture.*
- 8. To encourage succession planning and career opportunities in agriculture.*
- 9. To promote agri-tourism and activities that strengthen the culture and lifestyle of the agricultural community.*
- 10. To encourage the retention and reestablishment of woodlots, wetlands and other natural areas recognizing their benefits for agriculture and the natural environment.*

## 11.20 Land Division

*In areas designated Agriculture on the Land Use Schedules, consents for conveyance may be granted in accordance with the following policies:*

- 11.20.1 All consents shall comply with the minimum lot size, MDS, surplus dwelling and agricultural commercial, industrial and research policy requirements of this section of the Plan.*
- 11.20.2 Where the land is being conveyed or retained for an agricultural use, a consent may be granted provided that the lot to be created and the lot to be retained are generally a minimum of 40 hectares respectively. Council will also consider whether the lands will be adequate in size and appropriate for the type of agricultural uses common in the area and that the lot is sufficiently large enough to maintain flexibility for future changes in the type or size of agricultural operations and is appropriate for sewage and water services where required.*
- 11.20.3 Where the severance is for infrastructure, a consent may be granted where the facility or corridor cannot be accommodated through the use of easements or rights-of-way.*
- 11.20.4 Consents may be granted for the title correction and for minor lot boundary adjustments for an agriculture-related use.*

As previously stated in this report, the subject property will be transferred to a landowner in the area who will continue to farm the property. The rezoning of the property to preclude residential uses will facilitate the

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continued use of the lands for agricultural purposes in accordance with the goal statement in the Official Plan.

When considering the requested reduction to the lot area proposed through this application, it is important to note that the language in policy 11.20.2 of the Official Plan is deliberate, with the statement (emphasis added) "...provided that the lot to be created and lot to be retained are generally a minimum of 40 hectares respectively" intended to provide flexibility to the City given that the predominant parcel fabric in the area is based on the 1 mile x 1 mile, or 640 acre block, which can be divided into 160 acre quarters, each of which can be further divided into 80 acre parcels. The 40 hectare (100 acre) minimum lot area prescribed in the Official Plan is based on OMAFRA common practice which considers a viability standard for farm operations across the entire province. The conditional approval of the Consent application and the resultant lot area is in keeping with the predominant agricultural parcel fabric in Temiskaming Shores.

Based on the above information it is my opinion that the proposed amendment demonstrates consistency with the City of Temiskaming Shores Official Plan.

**City of Temiskaming Shores Zoning By-law**

The property is currently zoned Prime Agricultural (A1) in the City of Temiskaming Shores Zoning By-law. The A1 Zone permits a single-detached dwelling and a second dwelling unit as accessory uses as-of-right. Through approval of Consent application B-2021-02, the existing dwelling and farm buildings were part of the retained property, and the intended owner of the subject property does not intend to reside on the subject property therefore there is no reason to permit accessory residential uses.

The property does not meet the minimum lot area requirements for A1 properties as prescribed in the Zoning By-law and as shown in the below table.

Provision	Zoning By-law		Severed	Retained
Minimum Lot Area	General	40ha	31.6ha	32.4ha
Minimum Lot Frontage	General	120m	301m	804m
Maximum Lot Coverage	General	5%	<1.62 ha	0%
Maximum Lot Coverage for accessory buildings	5%		<5%	0%
Minimum Front Yard and Exterior Side Yard	General	30m	No buildings	Not provided
Minimum Interior Side Yard	General	15m	No buildings	Not provided
Minimum Rear Yard	General	15m	No buildings	Not provided

As shown above, the retained property will also require approval of a Zoning By-law amendment for reduced lot area. Another condition of approval was confirmation of the location of the existing buildings on the retained property. It is anticipated that at least one of the buildings will be closer to the newly-created property line than in permitted in the Zoning By-law, and if this is the case then recognition of this will also be required through the Zoning By-law amendment process.

**Comments Received from the Agency Circulation and Public Notification Process**

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

**Manager of Environmental Services** – *No concerns or comments from my end.*

**Manager of Transportation Services**

- *The property in question is located in a rural setting and front a gravel roadway (Sales Barn – Dymond)*
- *The roadway is maintained on a year-round basis.*

- *There are no street lights located along this street. There are no sidewalks in this area.*
- *There is currently a driveway access to the property off of Sales Barn Road.*
- *There is no municipal water and no sanitary sewer service to the property.*
- *Recycling and household refuse are picked up at the street on alternating weeks, year-round.*
- *There are currently no upgrades to infrastructure planned for this area.*

**Chief Building Official** – No comments received.

**Fire Chief** – *No concerns from fire services.*

**Director of Recreation** – *I don't have any comments on this application.*

**Director of Corporate Services** – *No concerns or objections.*

**City Manager** – *I have no concerns.*

**Clerk** – *No concerns.*

**Economic Development and Funding Application Coordinator** – *No concerns.*

**Tax Collector / Treasurer** – *I have no concerns with the application.*

**Agency/Public Comments:** No formal or informal comments have been received as of the date of this report.

### **Conclusion**

The proposed Zoning By-law amendment will rezone the subject land from Prime Agricultural (A1) to Prime Agricultural Exception 2 (A1-2) in order to recognize a lot area of 31.6 hectares where the Zoning By-law requires 40 hectares, and to prohibit residential uses. The residential uses that will be removed by way of the proposed amendment include single detached dwelling, second dwelling unit, bed and breakfast establishment, home industry, home occupation, and private home childcare, which are all as-of-right permitted accessory uses in the A1 Zone.

As previously outlined in this report, the proposed amendment is appropriate because:

- ✓ It is required to fulfill a condition of approval of Consent application B-2021-02, which was approved by the Committee of Adjustment in May, 2021;
- ✓ The continued use of the land for agricultural purposes is permitted in the 2020 Provincial Policy Statement as well as the City of Temiskaming Shores Official Plan and the City of Temiskaming Shores Zoning By-law;
- ✓ The continued use of the land for the existing agricultural purposes meets the goals and intent of the 2020 Provincial Policy Statement as well as the City of Temiskaming Shores Zoning By-law.
- ✓ The future owner of the subject land does not intend to construct a residential dwelling on the property as they are already an agricultural landowner in the area;
- ✓ The resultant lot area of the subject lands is consistent with the agricultural property fabric within Temiskaming Shores, considering the small residential parcel that was previously removed;
- ✓ The property to be retained through Consent application B-2021-02 contains an existing residential dwelling and farm buildings;
- ✓ No construction is proposed as a result of approval of this application.

### **Recommendation**

Based on the information presented in this report, in my opinion the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2020); does not conflict with the Northern Ontario Growth Plan; conforms to the City of Temiskaming Shores Official Plan and the intent of the City of Temiskaming Shores Zoning By-law; and represents good planning.

**It is therefore recommended that Council approve the Zoning By-law Amendment application.**

Respectfully submitted,

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Jennifer Pye, MCIP, RPP  
Planner



## Application for Zoning By-law Amendment

### Notice of Complete Application And Notice of Statutory Public Hearing

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-2021-06  
**Owner:** Rudolf and Candace Tobler  
**Agent:** William R. Ramsay – Ramsay Law Office Professional Corporation  
**Property:** DYMOND CON 4 N PT LOT 12 PCL 15244SST

**A public hearing** will be held to consider the Zoning By-law Amendment application:

**Date:** Tuesday, September 21, 2021

**Time:** 6:00 p.m.

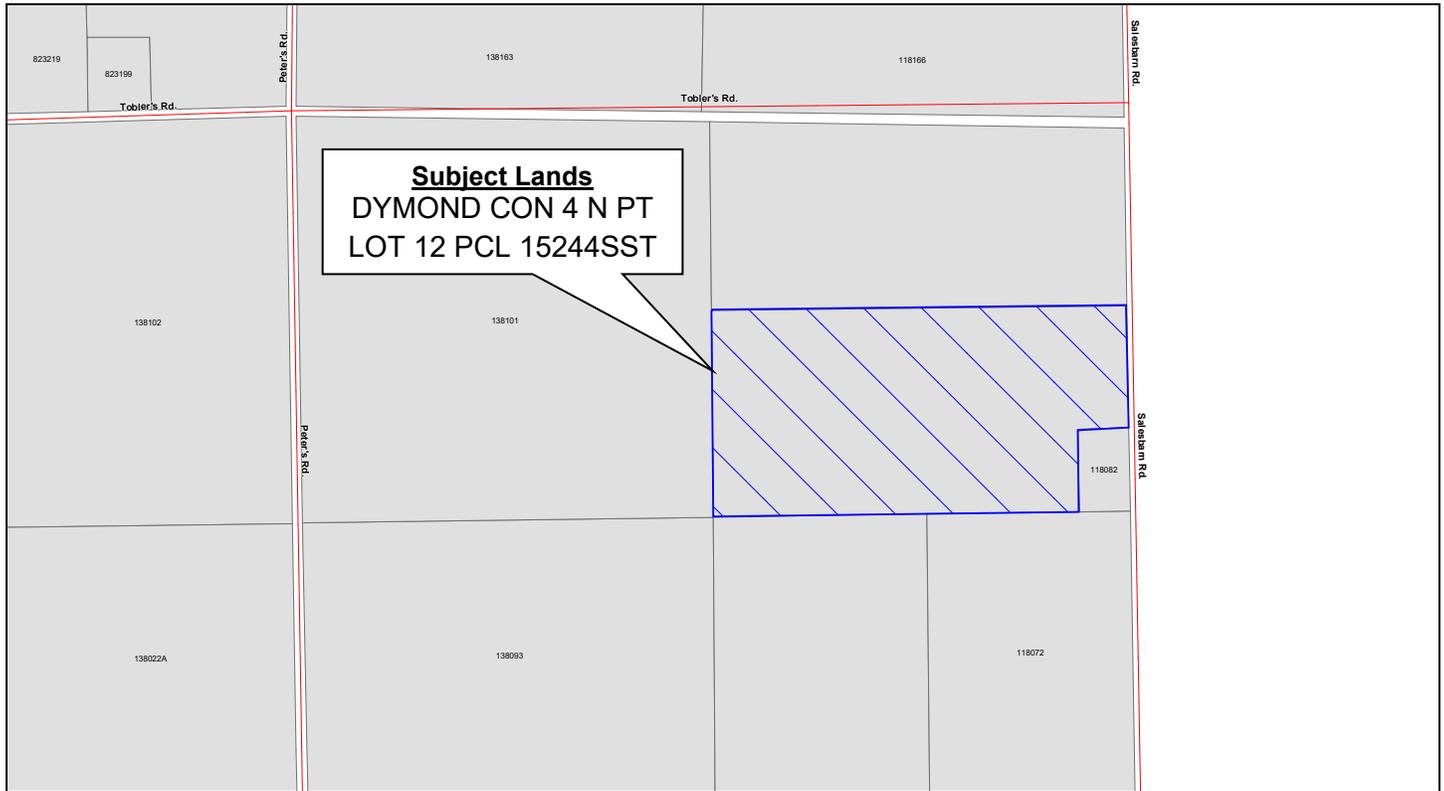
**Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury

**\*Please note:** due to the changing nature of Covid-19 Public Health measures this meeting may be held virtually. Please contact Jennifer Pye (contact information below) to review the current circumstances and your participation options.

**The application proposes to rezone the subject land from Prime Agriculture (A1) to Prime Agriculture Exception (A1-#)** to recognize a reduced lot area and to prohibit residential uses on the subject property. The Zoning By-law requires a minimum lot area in the A1 zone of 40 hectares and the subject property has an area of 31.62 hectares.

The subject lands are the severed lands of consent application B-2021-02 which was conditionally approved on May 26, 2021. This Zoning By-law amendment application is a condition of approval for the consent application.

The property is designated Prime Agricultural Land in the City of Temiskaming Shores Official Plan.



**For more information** about this matter, including information about preserving your appeal rights, contact the undersigned.

**Dated** this 1<sup>st</sup> day of September, 2021.

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:** Rebecca Hunt, Library CEO  
**Date:** October 5, 2021  
**Subject:** MOU with Northern College for provision of library services in Haileybury

**Attachments:** Draft Agreement (**Please refer to By-law No. 2021-149**)

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Mayor and Council:

Council considered Administrative Report No. LIB-002-2019 at the December 3, 2019 Regular Council meeting and adopted By-law No. 2021-189 to enter into a Memorandum of Understanding for library services between Northern College of Applied Arts and Technology, The City of Temiskaming Shores and the Temiskaming Shores Public Library Board at the Haileybury Campus of Northern College at the December 17, 2019 Regular Council Meeting.

The COVID-19 pandemic led to the closure of in-person services at the Northern College Haileybury Campus, resulting in the interrupted implementation of the MOU. Due to the time-lapse, it is recommended that Council adopt a revised agreement to reflect the following changes:

- Effective date of the agreement will change from June 1, 2020 to January 1, 2022
- Term of the contract remains at 5 years – but will now terminate on December 31, 2026
- Northern College has agreed to maintain the initial annual fee of \$18,000 in year one (2022) with a 3% increase each year of the agreement.

Prepared by:

Reviewed and submitted for Council's consideration by:

*“Original signed by”*

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*“Original signed by”*

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Rebecca Hunt  
Library CEO

Christopher W. Oslund  
City Manager

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**Subject:** 2021 –2022 Winter Operations Plan    **Report No.:** PW-021-2021  
**Agenda Date:** October 5, 2021

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### **Attachments**

**Appendix 01:** Draft By-law (**Please refer to by-law No. 2021-150**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-021-2021;
2. That Council directs Staff to prepare the necessary by-law, for the implementation of the 2021 – 2022 Winter Operations Plan, for consideration at the October 5, 2021 Regular Council Meeting; and
3. That Council directs the Manager of Transportation Services to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 7th, 2021 and conclude on or about Thursday, April 7<sup>th</sup>, 2022.

### **Background**

Each year the Public Works Department submits an administrative report, for Council's consideration, on the Winter Operations efforts for the upcoming season. The report includes the draft Winter Operations Plan and proposed shift schedule which is intended to improve upon or modify the approach that has been used in previous years while maintaining the *Minimum Maintenance Standards for Municipal Highways* and reducing the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Typically, the Winter Schedule commences on or about November 1st and ends on or about April 15<sup>th</sup> which coincides with the pay periods each year. This year afternoon patrolling will commence on or before November 2nd with the full schedule starting on Sunday November 7th. During this period, the Department will have 24 hour per day coverage with arrangements for re-scheduling staff as the need arises.

### **Analysis**

Every winter season brings new, unique and unpredictable conditions and circumstances that the Public Works Dept. is tasked with dealing with. Over the past several winters, conditions have varied from relatively mild to extremely cold and from light snowfalls to

extended periods of heavy snowfall. Last winter the Department dealt with a notably higher than normal amount of freezing rain events that once again increased the amount of salt and sand required in order to maintain the roadways and sidewalks in a safe and manageable condition. As in the past there were areas within the municipality that required more attention than others given the local conditions.

Currently, the Department is at full staff complement and will once again utilize the services of a temporary seasonal patrol person. The Public Works staff will continue to operate as four groups or “teams” of five members comprised of one Heavy Equipment Operator / Crew Leader, a Water / Sewer Operator and three Equipment Operators. This arrangement has worked very well to address most situations. As well there will once again be a “Patrol Person” assigned to the 3:00 p.m. to 11:30 p.m. afternoon shift for consistent patrol purposes. A “seasonal employee” will once again be the dedicated Patrol Person scheduled from Monday to Friday for the afternoon shift. The crews have also been rotated to ensure that the same people are not working the same timeframe as last year. (Christmas etc.)

Since 2011-12 winter season the department has continued to provide coverage, at varying levels, 24 hours per day, 7 days per week. With a focus on providing more scheduled resources from Monday to Friday during the day time, afternoon, evening, and weekend coverage has been reduced to minimal coverage, ensuring that Minimum Standards are met. The Crew Leader or the Evening/Weekend shift Patrol Person contacts the “on-call” Supervisor, to arrange for additional staff as required.

As indicated in the Collective Agreement with CUPE Local 5014, Section 14.03 allows for the Employer to establish and alter starting and quitting times as necessary, with advance notice. Therefore, in the event that additional staff is required to conduct operations during the night shift, resources from the following day shift were re-scheduled.

As outlined in By-law 2017-046, (and amended by By-law 2018-086) the City will continue have a reciprocal Agreement with the Ministry of Transportation whereby the maintenance of Hwy 11B from south limit of the City 104 to the Cobalt Bridge will be carried out by city forces and the MTO contractor will maintain Mowat Landing Road from Hwy 11 to Firstbrook Line.

### **Relevant Policy / Legislation / City By-Law**

- O Reg. 239/02 *Minimum Maintenance Standards for Municipal Highways*, (as amended by O Reg. 366/18 on May 2, 2018)
- By-Law 2008-069 (By-Law to Regulate Traffic and Parking of Vehicles)
- By-laws 2017-046 & 2018-086 (MTO Agreement. – Winter Maintenance Hwy 11B & Mowat Landing Road)
- Annual Operations Budget

**Asset Management Plan Reference**

Asset Management Strategy – Operations & Maintenance Activities – Roadway Network

**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 operational functions and duties. As in the past, temporary seasonal staff may be required. A pool of temporary seasonal staff is being proposed at this time to cover for vacation requests and/or sick time by full time staff, as the need presents itself, during scheduled shift periods.

Adopting the same schedule as in recent years will continue to provide staff with an opportunity for a better work-life balance as well as opportunity to enhance their skills using a variety of equipment and at a wide array of tasks through training and experience.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for Council’s consideration by:

*“Original signed by”*

*“Original signed by”*

Mitch Lafreniere  
 Manager of Transportation Services

Christopher W. Oslund  
 City Manager



**Relevant Policy / Legislation / City By-Law**

- By-Law No. 2017-015, Procurement Policy

**Consultation / Communication**

- Consultation with City Manager and Transit Committee throughout the project

**Financial / Staffing Implications**

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

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

The total costs associated with this project to the Temiskaming Transit will only be 26.67% of the overall costs. This represents an overall cost of \$84,010.50. The balance of the costs will come from the ICIP funding.

This purchase will be part of the 2022 Capital Budget.

**Alternatives**

No alternatives are being considered at this time.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere  
 Manager of Transportation Services

Christopher W. Oslund  
 City Manager

Document Title: **PW-RFP-005-2021 Supply and Delivery – 35' Conventional Transit Bus**

Closing Date: **Tuesday, September 28, 2021** Closing Time: **2:00 p.m.**

Department: **Public Works** Opening Time: **2:30 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 774

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk 	Kelly Conlin, Deputy Clerk	Mitch Lafreniere, Manager of Transportation Services <i>On telephone</i>	<i>Shelley Zubogck, Director of Corporate Services</i> 
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**Others (teleconference):**

<i>Kavita Jain, Alexander Dennis</i>	
<i>Judy Lovitt, Alexander Dennis</i>	

**Submission Pricing**

Bidder: *Alexander-Dennis Inc.*

Description	Amount
Price for Unit (exclusive of HST)	\$ <i>315,000</i>
Total Price with HST	\$ <i>355,950</i>

Bidder:

Description	Amount
Price for Unit (exclusive of HST)	\$
Total Price with HST	\$

Bidder:

Description	Amount
Price for Unit (exclusive of HST)	\$
Total Price with HST	\$

Bidder:

Description	Amount
Price for Unit (exclusive of HST)	\$
Total Price with HST	\$

Bidder:

Description	Amount
Price for Unit (exclusive of HST)	\$
Total Price with HST	\$

Bidder:

Description	Amount
Price for Unit (exclusive of HST)	\$
Total Price with HST	\$

**Note:** All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

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

### **By-law No. 2021-141**

#### **Being a by-law to appoint an Interim Integrity Commissioner for the City of Temiskaming Shores**

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

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

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

**Whereas** under Section 223.3 (1) of the Municipal Act, 2017, c. 10, Sched 1, s. 19(1) a municipality is authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality; and

**Whereas** at the February 19, 2019 regular meeting, Council adopted By-law No. 2019-036 to enter into a Service Agreement with Expertise for Municipalities (E4m) for Integrity Commissioner Services for the City of Temiskaming Shores, from March 1, 2019 until February 28, 2021; and

**Whereas** Council considered Memo No. 008-2021-CS at the March 2, 2021, to approve a temporary extension of Integrity Commissioner Services with Expertise for Municipalities (E4m); and

**Whereas** at the September 14, 2021 Special Meeting of Council, Council directed staff to prepare the necessary by-law to enter into a professional services agreement with ADR Chambers Inc. for interim Integrity Commissioner (IC) services, while staff release a request for proposal for IC services, and to repeal By-law No. 2019-036.

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

1. That Barry Bresner is hereby appointed as the interim Integrity Commissioner for the City of Temiskaming Shores, for the term set forth in the Agreement;
2. That the Mayor and Clerk are authorized to enter into an Agreement for Professional Services with ADR Chambers Inc. for Integrity Commissioner Services for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law.
3. That By-law No. 2019-036 be hereby repealed.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk



Schedule “A” to

**By-law No. 2021-141**

Service Agreement between

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

and

**ADR Chambers Inc.**

for Professional Services (Integrity Commissioner)

THIS AGREEMENT FOR PROFESSIONAL SERVICES  
made as of the 6 day of October, 2021

BETWEEN:

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

- and -

ADR CHAMBERS INC.  
(hereinafter called "ADRC")

**WHEREAS** the City would like to retain the services of Barry B. Bresner of ADRC as its Integrity Commissioner under the authority of section 223.3(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "Act") to provide the Services of this position in accordance with the terms of the Act and the provisions of this Agreement;

**NOW THEREFORE**, the City and ADRC for good and valuable consideration hereto covenant and agree as follows:

**Services**

1. ADRC agrees to provide Integrity Commissioner services with Barry B. Bresner of ADRC as the appointed Integrity Commissioner ("the Commissioner"), in accordance with section 223.3(1) of the Act ("Services") and upon the enactment of an appointment by-law by Council of the City ("Council").
2. ADRC reserves the right to add other qualified individuals to perform the Services provided the City consents in writing to such additions.
3. Neither ADRC nor the Commissioner will provide legal advice, and none of the advice provided in the delivery of the Services should be considered legal advice. Anyone who requires legal advice should seek that advice from a practicing lawyer.
4. Services shall be performed in relation to the City's Code of Conduct for Council, Local Board and Committee Members, as amended (the "Code"). A copy of the City's current Code is attached to the Agreement as Schedule "A".

5. The Commissioner's jurisdiction over complaints is established only upon ADRC's receipt of a Formal Complaint. ADRC will not provide advice to persons who wish to file or are thinking about filing a Formal Complaint to ADRC.
6. The City may, in writing at any time after the execution of the Agreement or the commencement of Services, delete, extend, increase, vary, or otherwise alter the Code. The City and ADRC may jointly agree to alter the services. ADRC shall have the option of terminating this Agreement immediately if the scope of the Services is materially altered without ADRC's consent.
7. (a) The City may at any time, by giving 60 days' notice in writing to ADRC, suspend or terminate this Agreement and the Services or any portion thereof. This may be done for any reason. If the City determines or is informed pursuant to this Agreement that ADRC has a conflict of interest, the City may ask ADRC to make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to the City, failing which, the City may terminate this Agreement. Upon receipt of written notice of termination, ADRC shall perform no further Services other than those reasonably necessary to close out the Services. In such an event, ADRC will be entitled to payment for those Services rendered and disbursements incurred.  
  
(b) Should a conflict of interest arise, ADRC will disclose such conflict to the City and will make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to both the City and ADRC. If unable to address the conflict to the satisfaction of both the City and ADRC, ADRC may, at any time, by notice in writing to the City, terminate the Agreement and the Services. Upon ADRC's delivery of written notice to the City, ADRC will not, without the consent of the City's Clerk, perform any further Services other than those reasonably necessary to close out ADRC's Services. In such an event, ADRC will be entitled to payment for those Services rendered and disbursements incurred.
8. ADRC will perform the Services in an independent and consistent manner to meet the requirements under section 223.3(1) of the Act. ADRC will complete the Services on a flexible and as-needed basis as required by the City.
9. The City acknowledges and agrees that the Commissioner will report to Council in accordance with section 223.6 of the Act. Notwithstanding anything in this paragraph, the Commissioner may provide advice to Councillors on a confidential basis.

**Term, Termination, and Expiration**

10. (a) Subject to the provisions of this Agreement, the initial Term of this Agreement will commence on October 6, 2021, and shall remain in full force and effect until December 7, 2021 (the "Term"). The City shall, at its sole discretion, have the

unilateral option to extend the term on the same terms and pricing for twelve (12) months.

(b) Upon any termination of this Agreement, ADRC will provide to the City's next Commissioner all material/documentation related to any investigations underway and such documentation/material will become the property of the new Commissioner of the City. In the event the City has not contracted the services of a new Commissioner upon the termination of this Agreement, ADRC will make arrangements with the City to transfer documentation/material relating to on-going investigations to the City's Clerk in a manner that satisfies ADRC's concerns respecting the confidentiality of the records while allowing their use for the purposes for which they were created.

(c) Following termination of the Agreement, ADRC will retain all records and documentation relating to the Services for seven (7) years (the "Retention Period"). Upon completion of the Retention Period, ADRC will dispose of the records.

### **Impartiality**

11. ADRC acknowledges that neither ADRC, nor any of its employees or agents providing Services to the City has any conflicts of interest. Specifically, ADRC acknowledges that neither the Commissioner, nor any other employee or agent of ADRC providing Services are employed by the City, have any financial interest in matters involving the City, have any interest in matters before the City's Council, or have any interest in any work undertaken by the City. ADRC further agrees that ADRC, its employees and agents involved in providing Services will not have any involvement in political campaigning/endorsements, or related conflicts of interest, with any current member of the City's Council, Committees, Local Boards, or with any current member of a council, committee or local board of a local municipality within the City preceding or during the Term of the Agreement. ADRC acknowledges that ADRC and the Commissioner shall be and always remain impartial and neutral. ADRC shall perform the Services skillfully, competently, and in accordance with the law.

### **Compensation**

12. The City shall pay ADRC the following fees and disbursements, which shall be billed monthly unless otherwise indicated:
  - i. an hourly fee of \$350 plus H.S.T. for the Services provided by the Commissioner for processing Formal Complaints, responding to requests for advice from members of the City's Council, Advisory Committees and Local Boards and, if requested, providing education to Council and assisting with a review of the Code, all in accordance with section 223.3(1) of the Act;

- ii. an hourly fee of \$275 plus H.S.T. for the Services provided by any investigators, where so delegated by the Commissioner, in accordance with section 223.3(3) of the Act;
- iii. disbursements of mileage at \$0.60/km for travel by car and other travel and accommodation (if necessary) billed at cost.

(b) The City has the option of paying for education and training to Council at the Commissioner's hourly rate in 12(a)(ii) above or choosing a fixed rate package as follows:

- i. half-day (3 hours) for \$2,500 plus HST, including developing the training material, preparing for the presentation, providing copies of the material (copyright protected) in an electronic format, presenting the topic(s) to Council and answering their questions; and
- ii. full day (7 hours) for \$4,500 plus HST, including developing the training material, preparing for the presentation, providing copies of the material (copyright protected) in an electronic format, presenting the topic(s) to Council and answering their questions.

(b) Should ADRC require a meeting space in the City during the course of an investigation, the City will provide such space in a City facility on an as-needed and as available basis. In arranging for such space, the City will be mindful of the importance of confidentiality. For greater certainty, ADRC may request space in another City facility where the space offered could, in the opinion of ADRC, give rise to confidentiality concerns.

(c) The City will print ADRC's reports and provide services with respect to service of summonses or subpoenas, as may be requested by ADRC at the expense of the City.

(d) The City will provide public access to the Code through its website. The City will also provide information about the Code, the functions of the Commissioner, and the complaint process on its website. ADRC's Services do not include the development of a website or such information. Review of the website content does not constitute part of ADRC's Services unless requested.

(e) If the City Clerk refuses to authorize any of ADRC's fees and expenses contemplated by the Agreement, ADRC is entitled to appeal directly to the Chief Administrative Officer ("CAO") of the City.

(f) Should fees or expenses that ADRC feels are necessary for the reasonable performance of the Services be refused on appeal to the City's CAO, then ADRC has the option of appealing such decision directly to the City's Council.

- (g) Should fees or expenses that ADRC feels are necessary for the reasonable performance of the Services be refused on appeal to the City's Council, then the issue shall be resolved by arbitration pursuant to paragraph 29 of this Agreement.
13. ADRC will not assume responsibility for, nor seek reimbursement from, the City for any costs incurred by ADRC not specifically set out in the Agreement unless such costs are authorized, in writing, by the City's Clerk (in advance).
  14. ADRC will submit an invoice to the City for all services completed in the immediately preceding month. Interest at the annual rate of 12 percent per annum will be paid on the total outstanding unpaid balance commencing 30 days after the City has received ADRC's invoice. Any applicable Harmonized Sales Tax will be added to each monthly invoice as prescribed by law from time to time and will be paid to ADRC by the City. ADRC shall provide its HST Registration Number on all invoices to the City.
  15. ADRC will provide copies of receipts with respect to any disbursement, for which receipts would normally be available, for which ADRC claims payment under this Agreement.

### **Insurance and Indemnification**

16. (a) Indemnity

ADRC will obtain, maintain, pay for and provide evidence of the following insurance.

(b) Professional and Commercial General Liability Insurance

ADRC will obtain, maintain, pay for, and provide evidence of Professional Liability Insurance with limits of not less than \$2 million (\$2,000,000), inclusive per claim, covering services or activities by ADRC and ADRC's agents and employees (inclusive of the Commissioner and Investigators) that are professional in nature and thereby excluded under the Commercial General Liability Policy.

ADRC shall obtain, maintain, pay for, and provide evidence of Commercial General Liability Insurance that includes as an additional insured the City, with limits of not less than \$2 million (\$2,000,000) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof.

(c) Workplace Safety and Insurance Board ("WSIB")

ADRC is not required to register with the WSIB and, upon request, can provide a letter from the WSIB attesting to this.

(d) *Municipal Act, 2001* Indemnity

The City hereby provides ADRC, the Commissioner, the Investigators and any person acting under their instructions with the indemnity provided for and required in section 223.3(6) of the *Municipal Act, 2001*, as amended by Bill 68 and effective March 1, 2019.

### **Representation of ADRC**

17. ADRC is appointed under the authority of subsection 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. ADRC and the Commissioner may be identified publicly as the Integrity Commissioner appointed by the City. ADRC shall be an independent contractor and shall not be considered and shall at no time represent itself or permit any of its employees or agents to represent themselves to be legal counsel, an agent, or an employee of the City.

### **Confidentiality**

18. The Commissioner is entitled to have access to all books, records, electronic data processing records, reports, files, and all other papers, things or property belonging to or used by the City or a local board that the Commissioner believes to be necessary for an inquiry.
19. ADRC, the Commissioner, and every person acting under the instructions of either ADRC and the Commissioner will preserve secrecy with respect to all matters that come to their knowledge in the course of its Services, save and except information that may be disclosed in a criminal proceeding, as required by law or otherwise set out in subsection 223.5(2) of the Act.
20. ADRC, the Commissioner, and every person acting under the instructions will comply with the confidentiality provisions of the Act and specifically, the requirements set out in sections 223.5, 223.6, 223.7, and 223.8 of the Act.
21. Except as may be required by law, ADRC, the Commissioner and the Investigators will not disclose confidential information that was the subject of a closed meeting under section 239 of the Act, or which could identify a person concerned. Nothing herein precludes the ADRC, the Commissioner and the Investigators from making public disclosure of information as is permitted by law.
22. In the event the Commissioner believes access is required to files and documents for which solicitor-client privilege is claimed, then ADRC will discuss such request with the City's solicitor. If, in the opinion of the City's solicitor, such request needs to be approved by the City's Council, then the direction of the City's Council will be sought by the City's solicitor.

23. Upon receipt of a Formal Complaint pursuant to the Code, the Commissioner and Investigators may conduct an informal investigation or may elect to exercise the inquiry powers under sections 33 and 34 of the *Public Inquiries Act*, as contemplated by subsection 223.4(2) of the Act.

### **General Conditions**

24. ADRC is not permitted to assign this Agreement in whole or in part without the City's express written consent.
25. In the event of any delegation of the Services by ADRC to an agent, employee, or another person beyond what is expressly set out in this Agreement, ADRC will notify the City's Clerk of the identity of the proposed designate, as well as his or her qualifications, experience, and expertise necessary to perform the Services to the same standard.
26. Nothing herein shall preclude the Commissioner from delegating his or her authority to individuals who may be agreed to by the City in accordance with the provisions of the *Municipal Act, 2001*.
27. Powers and Services assigned to ADRC under this Agreement shall apply to ADRC only while in performance of the Services during the Term of this Agreement.
28. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties, whether written or oral, in connection with or incidental to ADRC's Services.
29. Any dispute, difference or disagreement between the parties hereto in relation to this Agreement may be referred to arbitration. The parties will agree on a suitable arbitrator, and if they are unable to do so, an arbitrator will be appointed by the ADR Institute of Ontario. The award of the arbitrator will be final and binding upon the parties. The provisions of the *Arbitration Act, 1991, S.O., 1991*, as amended shall apply.
30. The headings used in the Agreement are for convenience of reference only and do not limit or otherwise affect the meaning of the terms, provisions, interpretation, or language of the Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.

\_\_\_\_\_

PER:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

We have authority to bind the

\_\_\_\_\_

**ADR**

**CHAMBERS**

**INC.:**

PER:

\_\_\_\_\_  
Tanya Goldberg  
Manager, ADR Services

I have authority to bind the  
corporation.

**Schedule "A"**  
**Code of Conduct**

## The Corporation of the City of Temiskaming Shores

### By-law No. 2014-026

#### Being a by-law to authorize the adoption of a Council Code of Conduct

**Whereas** Section 8 of the *Municipal Act, S.O. 2001*, states that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

**And whereas** Section 9 of the *Municipal Act, 2001*, states that Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**And whereas** Section 10 (1) of the *Municipal Act, 2001* states that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And Whereas** Section 10 (2) (2) of the *Municipal Act, 2001* states that a municipality may pass by-laws, respecting accountability and transparency of the municipality and its operations and of its local boards and their operations;

**And whereas** Section 223.2 (1) of the *Municipal Act, 2001*, authorizes the municipality to establish codes of conduct for Members of the Council of the municipality and of local boards of the municipality;

**And whereas** the Council of the City of Temiskaming Shores acknowledged receipt of Administrative Report CS-005-2014 at the January 21, 2014 Regular Council meeting directing staff to prepare the necessary by-law to adopt a Council Code of Conduct;

**And whereas** Council has determined that the establishment of a Council Code of Conduct will enhance the Municipality's ability to govern the affairs and practices of the City of Temiskaming Shores;

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

1. That Council adopts a "Council Code of Conduct Policy", for the City of Temiskaming Shores identified as Schedule "A" attached hereto and forming part of this by-law.
2. That this by-law may be referred to as the "Council Code of Conduct".
3. That the Council Code of Conduct shall apply to the Mayor, all Members of Council, and shall apply equally to all Committee Members, and all Board Members of The Corporation of the City of Temiskaming Shores.
4. That the Mayor, Members of Council, Committee Members, and Board Members of the City of Temiskaming Shores shall acknowledge their receipt and

understanding of the Council Code of Conduct and all its contents, by signing and dating the Acknowledgement of Understanding and Compliance form.

5. That any amendments to the Council Code of Conduct shall be authorized by by-law and be acknowledged by Members of Council, Committee and Board Members of the City of Temiskaming Shores, by re-signing and dating the Acknowledgement of Understanding and Compliance Form.
6. That this Council Code of Conduct shall apply to all future Mayors, Members of Council, Members of Committees, and Board Members of the City of Temiskaming Shores.
7. That a vote of two-thirds of all Council Members be required to amend or repeal this by-law.
8. That this by-law shall come into full force and effect upon its passing.

**Read a first, second and third time and finally passed** this 4<sup>th</sup> day of February, 2014.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Schedule A to

**By-law 2014-026**

**Council Code of Conduct**

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**Acknowledgement of Understanding and Compliance**

**Appendix 01 – Formal Complaint Affidavit**

## **Section 1 – Definitions**

- 1.1 Ad Hoc Committee** – means a special purpose committee of limited duration and scope, created by Council to inquire and report on a particular matter or concern, and which dissolves automatically upon submitting its final report unless otherwise directed by Council;
- 1.2 Advisory Committee** – means a Committee of Council comprised of one or more Members of Council and/or members of the public appointed by Council for a specific purpose or mandate;
- 1.3 Board** - means a local board as defined in the *Municipal Affairs Act, R.S.O. 1990*, Chap. 46, as amended. For the City of Temiskaming Shores this may include but is not limited to the Police Services Board and the Library Board;
- 1.4 Chair** - the Member responsible for presiding at the meeting, and may also be referred to as the Presiding Officer;
- 1.5 City Manager** - means the individual appointed as City Manager of the City of Temiskaming Shores pursuant to Section 229 of the *Municipal Act*;
- 1.6 Clerk** - means the individual appointed as the Clerk pursuant to Section 228 of the *Municipal Act*; or in the absence of the Clerk, the Deputy Clerk, of the City of Temiskaming Shores pursuant to Section 228(2) of the *Municipal Act*;
- 1.7 Closed Session Meeting** – means that part of a meeting that is closed to the public in accordance with Section 239 of the *Municipal Act*, other than those persons specifically invited to remain, and may also be referred to as “In Camera”;
- 1.8 Committee** - means an Advisory Committee or any other Committee of the City of Temiskaming Shores;
- 1.9 Complaint** - means a purported contravention of the City of Temiskaming Shores Council Code of Conduct and/or Policy;
- 1.10 Conflict of Interest** – means a conflict of interest of a Member as set out in the *Municipal Conflict of Interest Act, R.S.O., c. M.50* and any other Applicable Law;
- 1.11 Council** - means the Council of The Corporation of the City of Temiskaming Shores comprised of duly elected officials;
- 1.12 Council Code of Conduct** – means the City of Temiskaming Shores Council Code of Conduct, which operates alongside other statutes governing the conduct of Members of Council, Boards and Committees of the City of Temiskaming Shores; may also be referred to as “Code of Conduct”;

- 
- 1.13 Frivolous** - means of little or no weight, worth or importance; not worthy of serious notice;
- 1.14 Good Faith** - means in accordance with standards of honesty, trust, sincerity;
- 1.15 Harassment** - as defined in the City of Temiskaming Shores' Workplace Harassment Policy and Program as well as in the *Ontario Human Rights Code*;
- 1.16 Mayor** - means the head of Council as set out in the *Municipal Act, S.O. 2001*;
- 1.17 Meeting** - means a regular, special, or other meeting convened of Council or Committee as permitted under this by-law;
- 1.18 Member** - means a Member of Council; elected by general vote, in accordance with the *Municipal Act, 2001, c. 25*, as amended. In this by-law "Member" shall also mean a Member of a Board or Committee;
- 1.19 Municipal Act** - means the Ontario Municipal Act, S.O. 2001, c. 25, as amended;
- 1.20 Pecuniary Interest** - means relating to or connected with money, pursuant to the relevant Conflict of Interest Legislation;
- 1.21 Policy** - means any policy or by-law passed by the City of Temiskaming Shores Council;
- 1.22 Presiding Officer** - means the Mayor, or in the absence of the Mayor, the Deputy Mayor, at a regular or special meeting of Council, or the Member of Council appointed as the Chair of a Committee or Board, or in the absence of either, another Member of Council appointed in accordance with the Procedure By-law No. 2008-160, as amended. The Presiding officer may also be referred to as the Chair;
- 1.23 Rules of Order** - means the rules to regulate debate and the conduct of Members of Council, Committee, staff and public during an actual meeting of the Council or Committee;
- 1.24 Sexual Harassment** - as defined in the City of Temiskaming Shores' Workplace Harassment Prevention Policy;
- 1.25 City** - means The Corporation of the City of Temiskaming Shores, which may also be referred to as municipality or the City of Temiskaming Shores;
- 1.26 Vexatious** - means instituted without sufficient grounds and serving only to cause annoyance to the defendant;
- 1.27 Violence** - as defined in the City of Temiskaming Shores' Workplace Violence Prevention Policy.

## **Section 2 – Policy Statement**

This Code of Conduct is a public declaration of the principles of good conduct and ethics that members of the Council of the City of Temiskaming Shores have decided its stakeholders could reasonably expect from the Members of Council to demonstrate in the performance and responsibilities as elected representatives.

Attaining an elected position within the community is a privilege which carries significant responsibilities and obligations. Members of Council are held to a high standard as leaders of the community and they are expected to become well informed on all aspects of municipal governance, administration, planning and operations.

## **Section 3 - Purpose**

This Council Code of Conduct sets standards for the behaviour of Council Members, as well as other Members of the municipality, in carrying out their functions. It has been developed to assist Council and Members to:

- a) Understand the standards of conduct that are expected of them and the law that applies in relation to these standards;
- b) Fulfill their duty to act honestly and exercise reasonable care and diligence;
- c) Act in a way that enhances public confidence in local government; and
- d) Identify and resolve situations which might involve a conflict of interest or a potential misuse of position and authority.

The Council Code of Conduct also establishes guidelines for appropriate conduct to ensure that:

- 1) The decision making process of the City of Temiskaming Shores is transparent, accessible and equitable.
- 2) Decisions are made through appropriate channels of government structure.
- 3) Public office is not to be used for personal gain.
- 4) The conduct of Members of Council is of the highest standard.
- 5) There is fairness and respect for the differences and a duty to work together for goodwill and common good.

This Code of Conduct outlines each individual's responsibility, as a Member of the municipality, to uphold these principles and values, and act in the public interest.

## **Section 4 – Roles & Responsibilities**

The role of Council and Staff is traditionally one of the first items to be clarified for a Council, in that Staff shall take direction from the City Manager. The City Manager shall take direction from and be responsible to Council, but shall not be instructed or directed by or be responsible to any individual member of the Council. The City Manager shall consult with Council with respect to any matter of concern to the municipality or to any of its local boards or committees. Clearly defined roles, distinguishing between the concepts of “governance” and “management”, are critical to the success of a municipality. It will be reinforced at the outset that Council sets the policy for the community; it does not engage or participate in the daily operations of the municipality.

Council’s mandate is to:

- Fairly represent the diversity of community views in developing an overall strategy for the future of the City.
- Set objectives and determine strategies to achieve the goals of the City.
- Achieve sound financial management, planning and accountability.
- Be aware of and understand statutory obligations imposed on Council as a whole, as well as each individual Member of Council.

### **4.1 Legislated Responsibilities & Compliance**

The legislated responsibilities, outlined in the Municipal Act, 2001, the laws of Canada and the Province of Ontario, the City’s Procedure By-law and all policies and by-laws of the City of Temiskaming Shores are to be adhered to and carried out by all Members. Failure to do so constitutes an offence under this policy.

### **4.2 Legislations**

This Council Code of Conduct operates along with and as a supplement to the existing statutes governing the conduct of members. The following provincial legislation governs the conduct of members of Council:

- The Municipal Act
- The Municipal Conflict of Interest Act (MCIA)
- The Municipal Elections Act (MEA)
- The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- The Ontario Human Rights Code (OHRC)
- The Criminal Code of Canada (CCC)
- The Occupational Health and Safety Act (OHS Act) – including Bill 168
- The Accessibility for Ontarians with Disabilities Act (AODA)

### **4.3 Relations with Staff**

Members of Council shall acknowledge and respect the fact that staff work for the City as a corporate body and are responsible for making recommendations that reflect their professional expertise and corporate objectives, without due influence from any individual members.

In addition, Members of Council shall acknowledge and respect the fact that staff carry out directions of Council as a whole and administer the policies of the City. A Member of Council shall refrain from using their position to improperly influence members of staff in their duties or functions or to gain an advantage for themselves or others.

Members of Council shall refrain from publicly criticizing individual members of staff in a way that casts aspersions on their professional competence and credibility.

### **4.4 Interaction with Staff**

The City has worked diligently at creating a positive working relationship between Council and Staff. This has been successful, largely due to a mutual respect for each other's roles and responsibilities.

- a. Only Council acting as a body, can dictate that staff perform such duties as are necessary to the efficient management of the affairs of the community as the Council deems necessary. Individual Council Members do not have authority to direct the City Manager, Directors, or staff.
- b. The Role of the City Manager and the Directors is to direct the day to day management of the municipality, and assign duties to the staff placed under their supervision. To encourage the efficient management of the community, individual Council Members are requested to be mindful of that fact and are advised of the following:
  - i. Council will respect and adhere to the Policies set by Council, and will under no circumstance take it upon themselves to circumvent or ask staff to circumvent established Policies. Only Council as a body, at a formal meeting, has the authority to amend policies.
  - ii. Council as a body, and as individuals, will liaise primarily with the City Manager or Directors in the absence of the City Manager. This requirement is not designed to interfere with the normal flow of information with those staff members who have been assigned the responsibility of providing information to Council by the Directors or City Manager.
  - iii. Questions or issues surrounding operational concerns or complaints, excluding the basic issues covered above, should be directed primarily to the City Manager or in the absence of the City Manager, to the Directors.

- iv. The municipality does not provide secretarial and/or research services for individual Councillors. Should information be required by individual Council members, a request should be made to the Clerk or City Manager who will then determine which staff member is best suited to obtain the data.

#### **4.5 Media Communications**

It is understood that the Mayor as Head of Council, as per section 226(1)(c) of the Municipal Act, is the primary spokesperson, which does not prohibit other Members of Council, therefore the following shall apply:

- a. Members of Council will accurately communicate the decisions of the City of Temiskaming Shores Council, even if they disagree with the majority decision of Council, and by doing so affirm the respect for and integrity in the decision-making process of Council. A Member may state that he/she did not support the decision, or voted against the decision.
- b. Members shall refrain from making judgemental or critical comments about other Members of Council or staff, or about the City Council's processes and decisions.
- c. Members at all times shall refrain from speculating or reflecting upon the motives of other Members of Council or staff, when communicating with the media.
- d. Members of Council will keep all confidential information confidential, until such a time arises that the matter can properly be made public. A breach of confidentiality by Members diminishes public confidence.

### **Section 5 – Rule of Etiquette**

#### **5.1 Conduct at Meetings & Quorum**

- 5.1.1 During Council, Committee or any other advisory committee meetings, or working group meetings, Members shall conduct themselves with decorum and in accordance with the City's Procedure By-Law. Respect for delegations and for fellow Council Members and staff requires that all Members show courtesy and not distract from the business of Council during presentations and when other members have the floor. The Presiding Officer should never allow Members or delegations at a Council, Committee, or Board meeting to publicly criticize identifiable employees or other individuals. It is the responsibility of the Presiding Officer to ensure that both parliamentary procedure and rules of etiquette are observed by those in attendance at all times.
- 5.1.2 Council will endeavour to conduct and convey Council's business in an open and public manner, so that stakeholders can understand the process, logic and rationale which was used to reach conclusions or decisions, other

than for those matters that may be discussed in Closed Session in accordance to Section 239 of the Municipal Act.

- 5.1.3** Quorum is defined as the majority of the total number of the Voting Members of the Council or Committee, or as may be specifically set out in Council approved Terms of Reference for a Committee. Therefore, Council shall only conduct its business in a duly constituted meeting of Council. There shall be no “Off the Record” or Secret Meetings of Council.

## **5.2 Operational Inquiries/ Complaints**

Members of Council and/or other Members who are approached by the public with inquiries/ complaints regarding operational matters should direct these to the City Manager or Municipal Clerk.

## **Section 6 – Behaviour of Members**

### **6.1 Interpersonal Behaviour**

- 6.1.1** Treat Every Person with Dignity, Understanding and Respect:

Members shall refrain from abusive conduct, personal charges, verbal attacks, discrimination or gossip upon the character or motives of municipal employees, Councillors, Committee Members, Volunteers, or the public. Members shall abide by the City of Temiskaming Shores’ Workplace Violence Prevention and Workplace Harassment Prevention Policies, as well as the Ontario Human Rights Code, and shall take these policies and legislation and their contents into account at all times when considering etiquette. All dealings with any person are to exhibit a high degree of professionalism and are to be based on honesty, dignity, understanding, respect, impartiality and fairness.

- 6.1.2** Do not Discriminate:

In accordance with the Ontario Human Rights Code, Members shall not discriminate against anyone on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religious affiliation or faith, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. These forms of discrimination listed, shall be as defined in the Ontario Human Rights Code.

- 6.1.3** Do not Engage in Violence or Harassment of any kind:

No Member shall engage in any form of Violence or Harassment as per the City of Temiskaming Shores’ Workplace Violence Prevention and Workplace Harassment Prevention Policies and the Ontario Human Rights Code, as amended.

## **Section 7 – Use of Municipal Property and Resources**

Members may only use City property or services for activities connected or associated with community activities having the sanction of Council or permitted by City policies. Council, Committees, Boards, and Commissions must not use the municipality's property, equipment, supplies or services, which are not available to the general public, for purposes other than those which are necessary for the discharge of their official duties.

## **Section 8 – Municipal Elections**

- 8.1** During a Municipal election, Members of Council must conduct themselves in accordance with the provisions of the *Municipal Elections Act*, in addition to legislation and policies in place during their term of office. Members are accountable under the provisions of these statutes.
- 8.2** Members of Council will expect the Municipal Clerk to manage the Municipal Election process and meet all statutory requirements in accordance with the *Municipal Elections Act*. Members of Council shall respect the role of the Municipal Clerk and municipal staff in the election process, shall not interfere with the Municipal Clerk or municipal staff's discharge of their duties during the election process, and understand that their role is to ensure that all candidates are treated equally.
- 8.3** No Member shall use the facilities, equipment, supplies, services, or other resources of the City for any election campaign-related activities.
- 8.4** In a municipal election year, commencing on Nomination Day until the date of the election, no Member or other candidate for elected office, may book directly or indirectly, any facility for any purpose that might be perceived as an election campaign purpose if that facility is being used as a voting location.
- 8.5** No Members shall use the services of persons for campaign related activities during hours in which those persons receive any compensation from the City.

## **Section 9 – Confidentiality**

- 9.1** Members shall keep confidential any information:
  - 9.1.1** Disclosed or discussed at a meeting or part of a meeting of Council, Committee, or Board, that was closed to the public.
  - 9.1.2** That is circulated to members of Council, or other Members, that is marked confidential.
  - 9.1.3** Return any documentation marked confidential to the Municipal Clerk's office for destruction.
  - 9.1.4** That is received in confidence verbally.

**9.2** The obligation to keep information confidential applies even if the Member ceases to be a Council, Committee, or Board Member.

**9.3** Protection of Privacy:

**9.3.1** Confidential information includes information in the possession of, or received in confidence by the City that the Municipality is either prohibited from disclosing, or is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) or other legislation.

**9.3.2** No Member shall disclose or release by any means to anyone, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.

**9.3.3** No Member shall use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.

**9.3.4** A matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of the in-camera meeting unless the Council, Committee, or Board discusses the information at a meeting that is open to the public or releases the information to the public in accordance with applicable law.

## **Section 10 – Gifts, Hospitality & Other Benefits**

The objective of the contents presented in this section of the Council Code of Conduct is to ensure that Councillors make Council decisions based on impartial and objective assessment of each situation, free from influence of gifts, favours, hospitality or entertainment.

In this policy, gifts, commission, hospitality, reward, advantage or benefit of any kind, may be interchanged and shall be deemed to include all of the aforementioned:

**10.1** The stipend paid to each Member of Council is intended to fully remunerate them for service to The Corporation of the City of Temiskaming Shores.

**10.2** Members of Council are prohibited from soliciting, accepting, offering or agreeing to accept any gifts, commission, hospitality, reward, advantage or benefit of any kind, personally or through a family member or business connection, that is connected directly or indirectly with the performance of duties of office or could reasonably be construed as being given in anticipation of future, or recognition of past, special consideration.

**10.3** The above statements do not preclude Members of Council from accepting:

- 10.3.1** Token gifts, souvenirs, mementoes or hospitality received in recognition for service on a Committee, for speaking at an event or for representing The Corporation of the City of Temiskaming Shores at an event.
- 10.3.2** Political contributions that are otherwise offered, accepted, and reported in accordance with applicable law.
- 10.3.3** Food and beverages at meetings, banquets, receptions, ceremonies, or similar events.
- 10.3.4** Food, lodging, transportation, entertainment provided by other levels of governments, by other local governments or be local government boards or commissions.
- 10.3.5** A stipend from a board or commission that the Councillor serves on as a result of an appointment by Council.
- 10.3.6** Reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations.
- 10.3.7** Gifts of a nominal value that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of the office.
- 10.3.8** Services provided without compensation by persons volunteering their time for election campaign.

### **Section 11 – Conflict of Interest – Pecuniary Interest**

Members of Council will recognize their obligations to follow and respect the provisions of the *Municipal Conflict of Interest Act*.

### **Section 12 - Compliance with the Code of Conduct**

The *Public Service of Ontario Act, 2006 (PSOA)* provides for the Conflict of Interest Commissioner to have a leadership role in contributing to public servants' understanding of the rules and how to apply them.

The commissioner also has certain responsibilities under the PSOA related to employees of ministries and employees and appointees of agencies, boards, and commissions that are defined as "public bodies" in the PSOA.

The commissioner's role encompasses three broad areas:

Offer advice and make determinations on specific matters involving Ontario public servants.

Provide advice and direction to public bodies.

Serve as a resource for developing and sharing information about dealing with conflict of interest and political activity matters.

The Office of the Integrity Commissioner is impartial, believing that good leadership fosters an ethical culture. It works to reconcile private interests and public duties, promoting confidence and respect for Ontario's Legislative Assembly and the Ontario Public Service.

## **Section 13 – Breach of Policy / Code of Conduct**

### **13.1 Integrity Commissioner**

In the event that a formal complaint is received in the form attached hereto as Appendix 1, and that there is reasonable grounds to believe that there has been a contravention to the Code of Conduct, an Integrity Commissioner will be appointed by Council or the City will engage the services of an Integrity Commissioner from another local municipality.

The Municipal Act authorizes the municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to, the application of:

1. the Code of Conduct for Members of Council and Members of Local Boards and Committees; and
2. any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of Members
3. Notwithstanding the foregoing, with respect to Ad-hoc, Advisory, and/or any other volunteer Committees, the Integrity Commissioner will have no jurisdiction over complaints concerning these volunteer Members. Investigations will be completed by the Clerk's office, and decided on by Council.

The Municipal Act also outlines that the Integrity Commissioner may also exercise such powers and shall perform such duties as may be assigned to him or her by the municipality.

The Integrity Commissioner serves the public interest and is granted authority under the Municipal Act to educate, advise, and investigate the conduct of Members of the municipality.

All complaints on breach of conduct, by Members of the City of Temiskaming Shores will be reported to the Municipal Clerk and then, if necessary, to the Integrity Commissioner.

The Integrity Commissioner shall be independent from both Council and staff.

The Integrity Commissioner has the power to conduct an inquiry if requested by Council, any other Member, or a member of the public, about whether there has been a contravention of this Code of Conduct or any other City policy.

The Integrity Commissioner is entitled to free access to all books, accounts, records, property, or any other necessary thing belonging to the municipality, as well as access to the personnel or to the Members which he/she feels is necessary to the investigation process.

The Integrity Commissioner will be reimbursed for reasonable expenses incurred in the performance of their investigation / duties.

Records of the Integrity Commissioner must be retained permanently.

### **13.2 Duty to Report Violation**

**13.2.1** No Member may directly or indirectly, induce, encourage, or aid a Member to violate any provision of this Code of Conduct.

**13.2.2** All Members have the duty to report a violation of this Council Code of Conduct.

**13.2.3** Neither the City nor any other Member shall take or threaten to take, discharge, discipline, personally attack, harass, intimidate, etc. a person who has reported a violation of this Council Code of Conduct.

### **13.3 Breach of Policy / Code of Conduct**

**13.3.1** Should the Integrity Commissioner determine that a member has breached the Council Code of Conduct after completing a proper investigation; the Integrity Commissioner shall report that such a determination has been made at an open regular Council meeting. Council shall then determine an appropriate sanction which shall be delivered by way of a resolution in open Council.

**13.3.2** Although the Integrity Commissioner's report must be made public, pursuant to the Municipal Act, some parts of the investigations may be confidential, and thus confidential information will not be made public.

**13.3.3** Council may impose either of the following penalties on a Member if the Integrity Commissioner reports to the municipality that, in his or her opinion, the Member has contravened this Council Code of Conduct and/or a City policy:

- i. A reprimand
- ii. Suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or local board, as the case may be for a period of up to 90 days.

**13.3.4** Council may also take the following additional actions:

- i. Remove the Member from an Advisory Committee or Board.
- ii. Remove a Chair of a Committee or Board.
- iii. Ask the Member to repay or reimburse the compensation received.
- iv. Ask the Member to return property or reimburse for the value of it.
- v. Request the Member for a public apology to Council, the complainant, or both.
- vi. Any other fair and reasonable sanction given the circumstances.

**13.3.5** All sanctions under this by-law will be fair and in keeping with the severity of the infraction, giving due regard to the Member's previous conduct.

#### **13.4 Investigation / Complaint Procedure**

**13.4.1** A request for an investigation of a complaint that a member has contravened this Code of Conduct or policy shall be in writing.

**13.4.2** All complaints must be signed by an identifiable individual.

**13.4.3** A complaint shall set out reasonable and probable grounds for the allegation that the member has contravened this Code of Conduct and include a supporting affidavit that sets out the evidence in support of the complaint.

**13.4.4** The request shall be filed with the Municipal Clerk who shall forward the matter to the Integrity Commissioner for initial classification. The Integrity Commissioner shall determine if the matter is, on its face, a complaint with respect to non-compliance with this Code of Conduct and/or not covered by other legislation or policy.

**13.4.5** If the complaint is determined not to be a complaint with respect to non-compliance with this Code of Conduct or other policies, the complainant shall be advised that the matter is not within the jurisdiction of the Integrity Commissioner to process with any additional reasons and referrals as the Integrity Commissioner considers appropriate.

**13.4.6** If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious, or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or where that becomes apparent in the course of an investigation, terminate the investigation.

**13.4.7** The Integrity Commissioner shall not issue a report finding a violation of this Code of Conduct on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any

recommended sanction and an opportunity either in person or in writing to comment on the proposed finding and any recommended sanction, provided that the comment period after having been notified does not exceed 30 calendar days.

**13.4.8** The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the making of the complaint.

**13.4.9** Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Council outlining the findings, or recommended corrective action in open Council.

**13.4.10** Where the complaint is dismissed, the Integrity Commissioner shall not report to Council, except as part of an annual or other periodic report.

**13.4.11** A complaint will be processed in compliance with the confidentiality requirements of Section 223.5(1) of the *Municipal Act, 2001*, as amended.

**13.4.12** If the Integrity Commissioner reports to Council his or her opinion about whether a Member has contravened this Code of Conduct, the Integrity Commissioner may disclose in the report such matters as, in the Integrity Commissioner's opinion, are necessary for the purposes of the report.

### **13.5 Integrity Commissioner Reporting to the Municipality**

**13.5.1** The Integrity Commissioner shall file a copy of the final report on an investigation with the Municipal Clerk, who will then provide a copy of the report to the complainant and the Member whose conduct it has addressed.

**13.5.2** The Municipal Clerk shall submit the Integrity Commissioner's report to Council within the next two regular meetings and the Integrity Commissioner shall appear to present his or her report to Council.

**13.5.3** The Integrity Commissioner shall report annually to Council on the number of complaints filed by way of a memo to Council, in November of each calendar year.

**13.5.4** The Municipal Clerk shall ensure confidentiality is maintained during and after the Integrity Commissioner's investigation.

**Acknowledgement of Understanding and Compliance**

The undersigned Member of Council, Committee, and/or Board of the City of Temiskaming Shores hereby acknowledges receipt of a copy of the Council Code of Conduct By-law No. 2014-026 and agrees to abide by its contents. The Member also acknowledges this form will be kept on file with the City of Temiskaming Shores, and a copy of this signed form was retained by the Member themselves.

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**Printed Name of Member**

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**Signature of Member**

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**Date**

**Appendix 01 to Schedule A to By-law No. 2014-026**  
Affidavit required under Section 13 - Breach of Policy /Code of Conduct

**Formal Complaint Affidavit**

Please note that signing a false affidavit may expose you to prosecution under the Criminal Code and also to civil liability for defamation.

Affidavit of: \_\_\_\_\_

I, \_\_\_\_\_ (full name) of the \_\_\_\_\_ (City/Town) of \_\_\_\_\_

in the Province of Ontario make oath and affirm:

1. I have personal knowledge of the facts as set out in this affidavit, because (insert reasons i.e. I work for... I attended the meeting at which.... etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have reasonable and probable grounds to believe that a member of the City of Temiskaming Shores Council or local board, \_\_\_\_\_ (specify name) has contravened section(s) \_\_\_\_\_ of the Code of Conduct. The particulars of which are as follows: (set out the facts and if necessary use reverse side of this page)

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

**By-law No. 2021-142**

**Being a by-law to amend By-law No. 2019-018, as amended to  
appoint community representatives to various Committees and  
Boards for the 2019-2022 Term of Council**

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

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

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

**Whereas** Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council; and

**Whereas** Section 204 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, deals with Business Improvement Areas; and

**Whereas** under Section 204 (12) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, outlines if a vacancy occurs for any cause, the municipality may appoint a person to fill the vacancy for the unexpired portion of the term and the appointed person is not required to be a member of the improvement area; and

**Whereas** Council considered Memo No. 012-2021-RS at the September 21, 2021 Regular Council Meeting and directed staff to prepare the necessary by-law to appoint Gordon Brock and Sandra Lowe as community representatives on the Age Friendly Committee, for consideration at the October 5, 2021 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2019-018, as amended be further amended by adding **Gordon Brock** and **Sandra Lowe** as community representatives to the Age Friendly Committee for the 2019-2022 Term of Council;
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 5th day of October, 2021.

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Mayor

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Clerk

## The Corporation of the City of Temiskaming Shores

### By-law No. 2021-143

#### **Being a by-law to enter into a Lease Agreement with Terris Holdings Inc (o/a Active 1 Source for Sports) for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena**

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

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

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

**Whereas** Council adopted by-law no. 2019-138 to enter into a three (3) year lease agreement with 1568133 Ontario Inc. – o/a Active 1 Source for Sports for the use of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena; and

**Whereas** Council considered Memo No. 033-2021-CS at the October 5, 2021 Regular Council meeting regarding the change in ownership to Terris Holdings Inc. (o/a Active 1 Source for Sports), and directed staff to prepare the necessary by-law to reflect the new ownership for the remainder of the (3) year lease agreement term, for the use of the Skate Sharpening Booth at the Don Shepherdson 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 are hereby authorized to sign and seal a lease agreement with Terris Holdings Inc. (o/a Active 1 Source for Sports) for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena for the period covering September 1, 2021 to August 31, 2022, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That By-law No. 2019-138 be hereby repealed.
3. That this By-law shall come into force and take effect on September 1, 2021.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

This agreement made the 5<sup>th</sup> day of October, 2021.

Between:

**City of Temiskaming Shores**  
(Hereinafter called the “City”)

And:

**Terris Holdings Inc. – o/a Active 1 Source for Sports**  
(Hereinafter called the “Operator”)

**Whereas** the City is the owner of the Don Shepherdson Memorial Arena Skate Sharpening Booth;

**And whereas** the parties hereto have agreed to enter into this lease agreement to start September 1<sup>st</sup>, 2021;

### **1.0 Premises**

The City hereby leases to the Operator the Don Shepherdson Memorial Arena Skate Sharpening Booth.

### **2.0 Term and Rate**

The term of this lease runs from September 1, 2021 – August 31, 2022.

The Operator shall pay to the City of Temiskaming Shores \$1,400.00 per year plus HST from September to August. Rent is payable to the City in seven (7) equal monthly payments from September to March.

The Operator shall pay \$394.00 in hydro costs, to be paid in September 2021.

### **3.0 Services**

The tenant shall provide the service of skate sharpening.

### **4.0 Tenant’s Covenants**

#### **4.1 Maintenance and Repairs**

The Tenant during the term of the lease shall keep the leased areas and the adjacent property, used by patrons, in good repair.

#### **4.2 Use of Building**

The Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of skate sharpening.

#### 4.3 Assigning of Subletting

The Tenant may not assign temporary use to other bodies unless prior written consent is received from the City. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

#### 4.4 Cleanliness

The Tenant shall be responsible for janitorial services of the Skate Sharpening Booth to be kept in a state acceptable to the Temiskaming Health Unit and the City.

#### 4.5 Indemnify

To indemnify and save harmless the City 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, servant, employee or licensee of the Tenant.

#### 4.6 Insurance

Not to use the Lands or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenants, the Tenant premiums are so increased. In addition, and in any event, the Tenant shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, General Liability Insurance, in joint names of the Tenant and the City of Temiskaming Shores, applying to all operations of the Tenant, which shall include bodily injury liability and property damage liability, such policy or policies shall be for not less than \$1,000,000 (Canadian).

#### 4.7 Alterations

Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Booth Area without obtaining prior written approval of the City which approval shall not be unreasonably withheld.

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### **5.0 City’s Covenants**

#### 5.1 Garbage

The City will cover garbage bin fees.

#### 5.2 Entry by City

The City or its agents shall enter upon the premises at anytime and from time to time for

the purpose of inspecting and making repairs, alterations or improvements to the booth area.

### 5.3 Non-waiver

Any condoning, excusing or overlooking by the City of any default breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the City rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance, and all rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.

## 6.0 Provisions

Provided always and it is hereby agreed as follows:

### 6.1 Amendments

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### 6.2 Damage to Lands

The City shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant to employees of the Tenant to any other person while in the Booth unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event 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 Booth or from the water, steam or drainage of the Booth or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Tenant.

### 6.3 Effect of Agreement

This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

### 6.4 Impossibility of Performance

It is understood and agreed that whenever and to the extent that the City 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 service or utility or the doing of any

work or the making of any repairs because it is unable to obtain the material, good, 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 City shall be relieved from the fulfillment of such obligation and tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

**Remainder of Page left blank intentionally**

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in  
the presence of )

**Terris Holdings Inc. (o/a Active 1 Source for  
Sports)**

\_\_\_\_\_  
Owner – Bill Terris

Municipal Seal )

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger

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

**By-law No. 2021-144**

**Being a by-law to enter into an Agreement with George Hurteau for the Occupation of Municipal Land – Roll No. 54-18-030-008-042.00**

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

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

**Whereas** Council adopted By-law No. 2016-132 on the 2<sup>nd</sup> day of August, 2016, being an agreement with Mr. George Hurteau for the occupation of municipal land commencing on the 1<sup>st</sup> day of August, 2016 and terminating on 31<sup>st</sup> day of July, 2019; and

**Whereas** Council considered Administrative Report No. CS-037-2021 at the October 5, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Mr. George Hurteau for the occupation of municipal land, for consideration at the October 5, 2021 Regular Council meeting.

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

1. That the Council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with Mr. George Hurteau for the occupation of municipal land for the period of October 1, 2021 to December 31, 2026.
2. That the Mayor and Clerk are hereby authorized to sign and seal the agreement on behalf of The Corporation of the City of Temiskaming Shores, said agreement attached hereto as Schedule "A" and forms part of this by-law.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

**This agreement** made this 5<sup>th</sup> day of October, 2021.

Between:

**The Corporation of The City of Temiskaming Shores**  
(hereinafter referred to as the “City”)

**Party of the First Part**

And:

**George Hurteau**  
(hereinafter referred to as the “applicant”)

**Party of the Second Part**

### **Occupation of Land – Permission to Clean Up**

**Whereas** the City is the owner of certain lands described as Parcel 6958 SST being the North ½ of Lot 7, Conc. 1 within the Township of Bucke, City of Temiskaming Shores, District of Temiskaming being 80 acres, and known municipally as Roll: 54-18-030-008-042.00.

**And whereas** the applicant has requested that the City permit the applicant to “*Clean Up*” the subject lands which are generally shown on Appendix 01 attached hereto and forming part of this Agreement.

**And whereas** “*Clean Up*” is defined as the cutting and removal of timber that is **not** freestanding and has been uprooted due to adverse weather conditions or cut down by beavers. It **does not** include clear cutting of mature growth.

**And whereas** the applicant has requested this permission based on conservation grounds and the applicant’s desire to preserve the natural environment of the subject lands.

**In consideration of** the recitals and the provisions contained in this Agreement, the parties agree as follows:

#### *1. Term*

The term of this Agreement shall be for a period of 5 years commencing on the **1<sup>st</sup> day of October, 2021 and terminating on the 31<sup>st</sup> day of December, 2026** subject to the provisions for termination hereinafter contained.

## 2. *Consideration*

The applicant is not required to pay any fee to the City for the purpose of cleaning up the subject land, nor is the applicant permitted to profit from the process of cleaning up.

The applicant shall pay to the City, an administrative fee of two hundred and fifty dollars (\$250) plus HST upon execution of this agreement.

## 3. *Obligations of the Applicant*

- a) The applicant shall indemnify the City for any bodily injury or death to any person caused by the applicant’s act or omission or that of any of the applicant’s officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the applicant, its officers, employees, servants, agents, contractors or invitees or those for whom he is in law responsible.
- b) The applicant shall waive against the City, its officers, employees, agents or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to the applicant or his employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage to the applicant with respect to his use of the property, unless caused by the negligent act or omission of the City, its officers, employees, agents, contractors or those for whom it is in law responsible.
- c) The applicant agrees to indemnify the City and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses (including the effect of any applicable environmental legislation) which may arise by reason of the exercise of the rights and privileges granted herein by the applicant or as a result of any breach of the terms of this agreement by the applicant or by any act or omission of the applicant or those for whom the applicant is at law responsible, including all legal costs and expenses reasonably incurred by the City in connection with the defense or settlement of any such claim, unless such claim or damage is caused by the negligent act or omission of the City, its servants, employees, officers, agents, contractors or those for whom it is in law responsible.

## 4. *Use*

The Subject Lands, as indicated on Appendix 01 annexed hereto, shall only be used for purpose outlined in this agreement.

## 5. *Termination*

This agreement shall terminate **December 31, 2026**. Either party may terminate the lease agreement on not less than thirty (30) days written notice to the other.

*6. Assignment*

The rights contained in this Agreement may not be transferred, assigned, or disposed of in any manner whatsoever without the City's prior written consent.

*7. Relationship*

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of a partnership or of joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that described in this Agreement.

**Remainder of page left blank intentionally**

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in  
the presence of

**Party of the First Part**

\_\_\_\_\_  
George Hurteau

Municipal Seal

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger

**Subject Lands**  
**Roll No. 54-18-030-008-042.00**

vcb



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2021-145**  
**Being a by-law to amend By-law No. 2018-081 to regulate**  
**Property Standards for property within the municipality**

**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** Council adopted By-law No. 2018-081 to regulate Property Standards for property within the municipality on June 5, 2018; and

**Whereas** Council considered Administrative Report No. CS-038-2021 at the October 5, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2018-081 for the regulation of nuisance trees, for consideration at the October 5, 2021 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2018-081, be amended by adding the following definitions in alphabetical order, to Section 2- Definitions of the said by-law, and renumbering all subsequent definitions accordingly:

***Arborist*** a trained professional that is capable of assessing the health and status of any tree in question for the safety of the public.

***Tree*** Any woody plant of a species which at maturity is usually over five (5) metres in height, having one or more self-supporting trunks and including the roots, branches, trunk, crown or any part thereof.

2. That Schedule "A" to By-law No. 2018-081 be further amended, by adding the following subsection to Section 3 – General Standards for all Properties:

**3.7 Trees**

**3.7.1.** All trees on the premises shall be kept pruned so as to be free from dead, diseased or dying branches which may be a source of danger.

**3.7.2.** *All diseased or dead trees which may be a source of danger shall be removed.*

**3.7.3.** *Trees are only to be deemed a danger by an arborist, unless it is deemed dangerous by the City's By-Law Enforcement officer.*

**3.7.4.** *The owner of the property on which the supposed dangerous tree is located shall be responsible for providing a written statement from an arborist on the health and/or safety of the tree, if it is requested by the City's By-law enforcement Officer.*

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

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

**By-law No. 2021-146**

**Being a by-law to authorize the entering into a lease agreement  
with Dr. Chelsea Pretty for the rental of space at the Haileybury  
Medical Centre**

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

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

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

**Whereas** Council considered Administrative Report No. CS-039-2021 at the October 5, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with Dr. Chelsea Pretty for the rental of 408 ft<sup>2</sup> of office space at the Haileybury Medical Center, effective November 1, 2021 until December 31, 2024; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Chelsea Pretty.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Dr. Chelsea Pretty for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup>, day of October, 2021.

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Mayor

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Clerk



**Schedule A to  
By-law No. 2021-146**

Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**Dr. Chelsea Pretty**  
for the rental of space at the  
Haileybury Medical Center

***Lease Agreement***

between

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

and

**Dr. Chelsea Pretty**

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**Lease**

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Shelly Zubyck  
Director of Corporate Services  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

This Lease made this 5<sup>th</sup> day of October, 2021

Between:

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

And:

**Dr. Chelsea Pretty**  
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of Four Hundred and Eight Square Feet (408 ft<sup>2</sup>) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Ingress and Egress**

Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **3. Term**

To hold the premises for a term commencing on the 1<sup>st</sup> day of November, 2021 and ending on the 31<sup>st</sup> day of December, 2024.

### **4. Rent**

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Four Hundred and Seventy-Five Dollars and Twenty-Two Cents (\$475.22) per month plus HST**, for year one (1). A two percent (2%) increase will be applied annually.

Rent is payable to the City of Temiskaming Shores and due on the first day of each

and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

## 5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

## 6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned

and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;

- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

## 7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility

or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the

premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

- i) **Right of termination by the Tenant** - The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of **three months** rent in lieu of notice.
- j) **Right of termination by the Landlord** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- k) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- l) **Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- m) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator

for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day,

unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Tenant:

**Dr. Chelsea Pretty**  
P.O. Box 2010  
Haileybury, Ontario P0J 1K0  
Attn.: Chelsea Pretty

The Landlord

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attn.: Shelly Zubyck

## **8. Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## **9. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**Remainder of page left blank intentionally**

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in  
the presence of

**Dr. Chelsea Pretty**

\_\_\_\_\_  
Dr. Chelsea Pretty

Municipal Seal

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger

## **The Corporation of The City of Temiskaming Shores**

### **By-Law No. 2021-147**

#### **Being a by-law to enter into an agreement with Ophelia Hartzke for the provision of concession services at the Haileybury Arena**

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

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

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

**Whereas** Council considered Administrative Report No. CS-040-2021 at the October 5, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with Ophelia Hartzke for the use of the Shelley Herbert-Shea Memorial Arena Concession Stand from October 1, 2021 to April 30, 2022, for consideration at the October 5, 2021 Regular Council meeting; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement for the operation of concession services 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 an Agreement with Ophelia Hartzke for the Operation of Concession Services at the Haileybury Arena for the period covering October 1<sup>st</sup>, 2021 to April 30, 2022, 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 5<sup>th</sup> day of October, 2021.

---

Mayor

---

Clerk

**Schedule "A" to By-Law No. 2021-147**

***Lease Agreement***

*between*

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

and

**Ophelia Hartzke**

---

**Lease**

---

Shelly Zubyck  
Director of Corporate Services  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

This Lease made this 5<sup>th</sup> day of October, 2021.

Between:

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

And:

**Ophelia Hartzke**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming; and

**Whereas** the parties hereto have agreed to enter into this Lease.

#### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Concession containing a rentable area located at the Haileybury Arena in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

#### **2. Term**

TO HOLD the premises for a term commencing on October 1, 2021, to April 30, 2022.

#### **3. Rent**

The Tenant shall pay the Landlord Two Hundred Dollars (\$200) plus applicable taxes per month payable on the first day of each month from October 1, 2021 to April 30, 2022.

#### **4. Tenants Covenants**

- a) **Rent** – to pay rent;
- b) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- c) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and

thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- 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 if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- 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 any personnel 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) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the

Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- j) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

## 6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

## 7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord 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 Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord 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 Landlord is liable under this lease shall be

apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;

- c) Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord 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 Tenant 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 Landlord;
- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant 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 Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Landlord** - 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 Landlord 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 Tenant 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 Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord 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 Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord 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 Landlord is a company any order shall be made for the

winding up of the Landlord), then in any such case this lease shall at the option of the Tenant 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 Tenant may re-enter and take possession of the premises as though the Landlord 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 Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord 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 Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord 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 Landlord shall be liable to the Tenant for any deficiency;
- i) Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, 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 Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of February prior to the commencement of the renewal term;
- l) Force Majeure** - Neither the Tenant or Landlord shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency or pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbors, railroads, or

pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a “Force Majeure Event”), provided that a Force Majeure Event and the ongoing effects thereof shall not excuse any failure of Tenant to timely comply with any monetary obligations hereunder.

**m) Rent Abatement** - If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes Tenant from constructing, renovating, opening or operating the permitted use at the Premises and Tenant in fact ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.

**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 Tenant, to it, at c/o Shelly Zubycck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## **8. Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## **9. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord 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.



# The Corporation of The City of Temiskaming Shores

## By-law No. 2021-148

**Being a By-law to amend By-law No. 2017-154 to rezone DYMOND CON 4 N PT LOT 12 PCL 15244SST from the Prime Agricultural (A1) Zone to the Prime Agricultural Exception 2 (A1-2) Zone to prohibit residential uses and permit a reduced lot area (Roll No. 5418-020-002-161.00)**

**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-041-2021 at the Regular Council meeting held on October 5, 2021, 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 Prime Agricultural (A1) to Prime Agricultural Exception 2 (A1-2), for consideration at the October 5, 2021 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 at DYMOND CON 4 N PT LOT 12 PCL 15244SST.
2. By-law No. 2017-154 is hereby amended as follows:
  - (a) Schedule 'C4' of By-law 2017-154 is hereby amended by rezoning the affected property from "Prime Agricultural (A1) Zone" to "Prime Agricultural Exception 2 (A1-2) Zone" in accordance with the provisions of this By-law.
  - (b) By-law No. 2017-154, as amended, is hereby further amended by adding the following information in the 'A1-2' row in Section 9.5.1:

Exception	By-law	Location	Schedule	Special Provisions
A1-2	<b>2021-148</b>	DYMOND CON 4 N PT LOT 12 PCL 15244SS T	C4	<ul style="list-style-type: none"><li>• Residential uses and associated accessory uses listed in Table 9.2 are not permitted.</li><li>• The following lot requirements apply:<ul style="list-style-type: none"><li>• Minimum lot area shall be 31.6 hectares</li></ul></li></ul>

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 5<sup>th</sup> day of October, 2021.

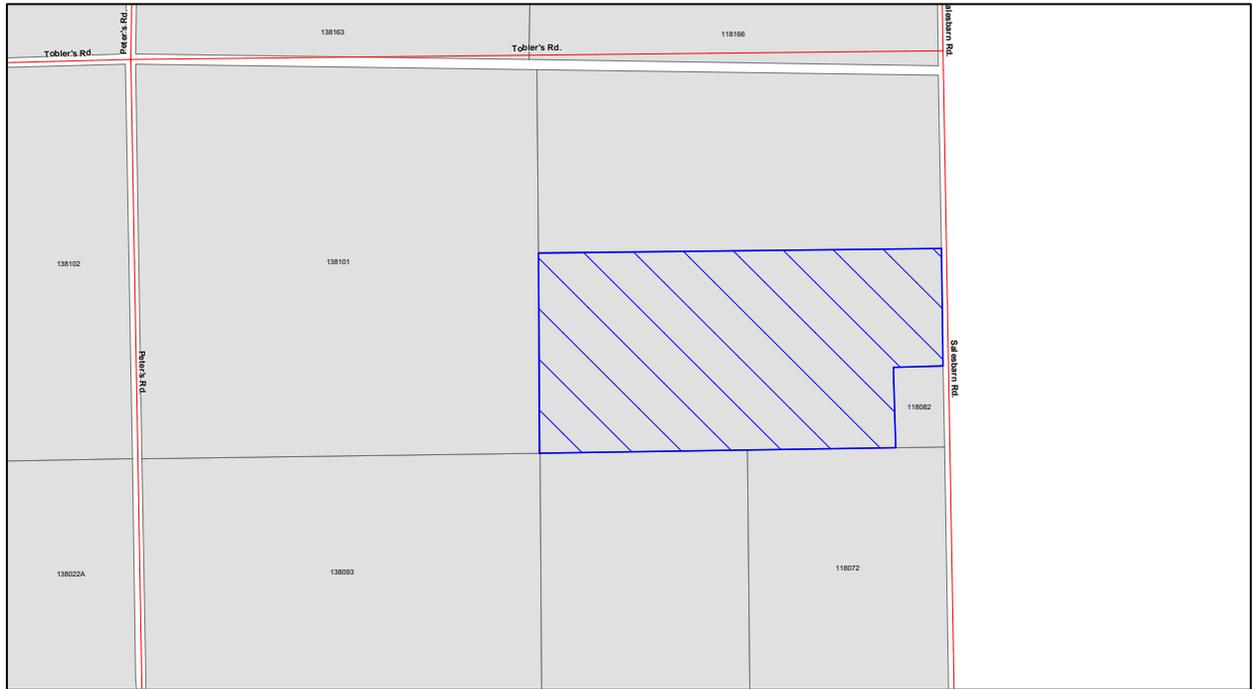
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Mayor

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Clerk

# Schedule 'A' to By-law 2021-148



Rezoned from Prime Agricultural (A1) to Prime Agricultural Exception 2 (A1-2)

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

**By-law No. 2021-149**

**Being a by-law to enter into a Memorandum of Understanding  
between Northern College of Applied Arts and Technology, the City  
of Temiskaming Shores and the Temiskaming Shores Public Library  
for library Services at Northern College – Haileybury Campus**

**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. LIB-002-2019 at the December 3, 2019 Regular Council meeting, and adopted By-law No. 2021-189 to enter into a Memorandum of Understanding for library services between Northern College of Applied Arts and Technology, The City of Temiskaming Shores and the Temiskaming Shores Public Library Board at the Haileybury Campus of Northern College at the December 17, 2019 Regular Council Meeting; and

**Whereas** Council considered Memo No. 001-2021-LIB at the October 5, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to repeal By-law No. 2019-189, and to enter into an updated Memorandum of Understanding for library services between Northern College of Applied Arts and Technology, The City of Temiskaming Shores and the Temiskaming Shores Public Library Board at the Haileybury Campus of Northern College at the October 5, 2021 regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute a Memorandum of Understanding for library services between Northern College of Applied Arts and Technology, The City of Temiskaming Shores and the Temiskaming Shores Public Library Board at the Haileybury Campus of Northern College at an annual cost of \$18,000 including taxes, plus a 3 percent increase for each subsequent year specified in this Agreement, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.

2. That By-law No. 2019-189 be hereby repealed
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 or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

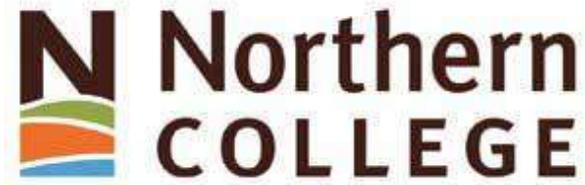
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Mayor

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Clerk

**Memorandum of Understanding between  
Northern College of Applied Arts and Technology (“Northern”)**



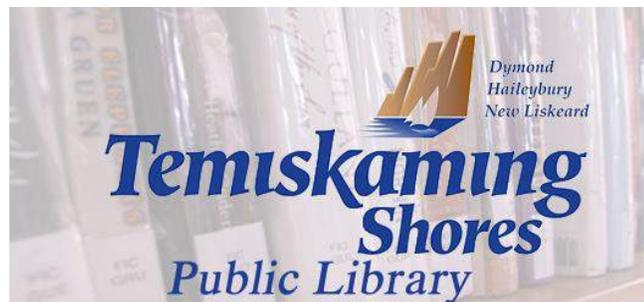
And

**City of Temiskaming Shores (the “CTS”)**



And

**Temiskaming Shores Public Library (the “TSPL”)**



**Regarding colocation of Temiskaming Shores Public Library Haileybury branch services to the  
Haileybury Campus of Northern College**

**January 1, 2022**

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## Preamble

WHEREAS the TSPL, the CST and Northern wish to enter into an agreement for the co-location of the Haileybury branch of the TSPL with Northern’s existing College library;

AND WHEREAS The TSPL, the CTS and Northern wish to enter into this Memorandum of Understanding to outline the terms and conditions upon which the co-location of the TSPL Haileybury branch shall operate within the Northern College library and to further set out the rights and obligations of the parties;

The Parties herein therefore agree as follows:

## Scope of Services

Public Access shall be defined as being those members of the TSPL holding a valid TSPL card.

### 1. Provide public access to fiction collection

- Provide public access to TSPL’s fiction collection, including circulation services using TSPL’s integrated library system (SirsiDynix Workflows), and processing requests in accordance with TSPL’s policies as developed or amended from time to time (See Appendices 3, 4, 5 for membership, loan periods, and fees and fines policies)
- Northern will work with TSPL to provide adequate shelving of the TSPL fiction collection, currently planned at approximately 1000 books, ensuring physical separation of that collection from the Northern collection. Final allocation of public library collection space shall be at Northern’s discretion following consultation. The approximate location and length of shelving to be provided by Northern is outlined in the floorplan found in Appendix 1 – Existing Northern Haileybury Campus Library Floorplan.

### 2. Provide public access to transportation

- TSPL will provide transportation services for inter-branch book requests (holds) between Northern College and the New Liskeard branch, and be responsible for any costs, if any, for inter-library loans.

### 3. Provide public access to TSPL’s DVD collection

- Northern shall provide space and circulation services to support TSPL’s collection of approximately 500 DVDs, with TSPL to provide the storage cabinet.

### 4. Provide public access to TSPL’s (and Northern’s) periodicals collection

- Northern shall provide space and circulation services to support TSPL’s collection of periodicals.

### 5. Provide public access to WIFI

- Members of the public accessing the library services will be provided Guest WIFI access (i.e., wireless internet access point) to the Northern College WIFI network as per Northern’s usual guest WIFI access procedures.

- Northern’s staff will not require presentation of a TSPL library card before providing WIFI Guest access since this is the current TSPL practice.
6. Provide public access to computers & workstations
    - Northern shall provide access to two (2) public computers for up to one (1) hour per guest subject to availability, and in accordance with our Guest Use of Computer & Electronic Resources procedure. (See appendix 10).
  7. Provide public access to library printing, scanning and copying services
    - Northern shall provide access to printing, scanning and copying services in accordance with the current rates determined by Northern College.
  8. Provide collection services
    - Northern’s library staff will collect overdue fines from patrons, will keep a record of these fines and will provide payment to TSPL on a quarterly basis. Disputes, larger overdue fines (i.e., over \$20) and charges for lost or damaged books shall be resolved by staff at the Northern library following the TSPL’s Policy #CIRC-4 (see Appendix 3), but may be referred to the TSPL Chief Librarian for resolution.
  9. Provide public access to general library seating.
  10. Provide public access to washrooms.

#### Staffing Model – Northern as Independent Contractor

- TSPL would purchase the library services described in this Agreement from Northern that will be delivered by Northern’s Library Technician and Clerks. Northern is an independent contractor with respect to the provision of said services. In no way shall any provisions of this Agreement be construed to create an employee-employer relationship between Northern, Northern’s staff and the TSPL or the CTS.
- Additionally, nothing contained in this agreement shall be deemed to constitute the Parties hereto as partners nor as agents of the other. The Parties are wholly separate legal entities. Neither Party shall have any authority to act for the other or to incur any obligations on behalf of the other.

#### Computerized Library Workflow / Management Software

- Northern and TSPL use the same ILS software (i.e., SirsiDynix/Workflows). Library staff will operate both systems simultaneously and perform circulation functions based on the patron type presenting for service, adhering to the Borrowing of materials between TSPL and NCL (See Appendix 8).
- Assuming the separate installation of the TSPL’s licensed version of Workflows on the existing Northern computer system, with licensing arrangements and costs for this instance being the responsibility of the TSPL.
- Northern’s staff will use the TSPL Workflows software to record public use of the TSPL collection, thus maintaining information required by TSPL for its statistical reporting purposes.

#### Hours of Operation

- Hours of operation vary according to the semester. Summer hours (May-Sept.) are from 8am-4pm Monday-Friday, closed for lunch between 12-1. Winter hours (Sept. – May) are from 8am-8pm Monday-Thursday, 8-4 Friday, 10-3 Saturday & Sunday.
- Hours are posted on Northern’s website and will be communicated to the TSPL in advance for their own informational/promotional purposes.
- Any changes to the hours of operation shall be at the sole discretion of Northern.

## Access, Parking & Handicapped Access

- The existing Northern Library is on a bus route, is barrier-free, accessible, and has designated handicapped parking areas in its paved parking areas.
- Northern, like other Ontario Colleges receives no provincial funding for parking lot paving and maintenance, so requires that there be a user fee for all parking to recover these costs.
- Northern agrees that that three (3) spaces shall be identified with signage (at the TSPL's expense) indicating that these spots are reserved for public patrons of the TSPL, two (2) of which will be in the parking area outside the west gymnasium entrance, and one (1) which shall be a Handicapped accessible space at the front of the building.

## Risks & Responsibility for Costs

- **Loss of Books**  
TSPL and Northern agree and acknowledge that each shall be fully responsible to cover the costs of any losses relating to theft or overdue materials associated with their respective collections. The Parties further acknowledge that Northern shall not be required to purchase, install or implement any security system such as an RFID (radio frequency identification) or magnetic or hybrid security systems.”
- **Ownership, maintenance and replacement of shared access computers**  
The computers that will be installed for public use will come from non-current inventory stock and be provided at no charge for the hardware or the support. The computers will have Internet browser and Open Office (Microsoft Office compatible) software. Should the TSPL wish to have newer computers or specialized software, this shall be provided at its expense.

## Future campus expansion

- Northern is developing very preliminary plans for a future campus expansion which would likely involve a new library. It would require infrastructure funding from higher levels of government to proceed.
- Northern agrees to consult with TSPL should such a project proceed, taking TSPL's needs into account where possible.
- Any incremental capital and operating costs associated with addressing the public library needs would have to be recovered by Northern, either through a capital contribution with an operating lease, or a lease that sees Northern recover capital costs – if that is TSPL's preference, along with a lease to cover annual operating costs.

## Duration of Agreement & Cancellation

- This Agreement shall be for an initial period of five [5] years, starting on January 1, 2022, and subject to cancellation by either party with advance notice of one (1) year. Notice must be provided no later than January 1<sup>st</sup> of that calendar year prior to the party's plan to withdraw. Payment shall be made in full (lump-sum) on January 1st of each year of the agreement.

## Indemnification and Insurance

- The CTS and the TSPL hereby agree to indemnify, defend and hold harmless Northern and its directors, officers, employees, agents and other representatives and the TSPL (the “Indemnified Parties) from and against any and all liability, losses, costs, damages, penalties, interest, expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with this Agreement, unless solely caused by the negligence or willful acts or omissions of Northern.
- The CTS represents and warrants that it has, and will maintain for the duration of this Agreement, 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 that described in this Agreement would maintain, including commercial general liability (CGL) insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two (2) million dollars CAD. The policy will include, the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the CTS and TSPL obligations under, or otherwise in connection with, this Agreement; a cross-liability clause; contractual liability coverage, and; a 30-day written notice of cancellation to the Indemnified Parties.

- The CTS will provide Northern with certificates of insurance (or other proof as may be requested) that confirms the insurance coverage as provided above.

### Fee for Independent Contractor Services

- The City shall pay to Northern the sum of eighteen thousand dollars (\$18,000) per annum inclusive of applicable taxes payable.
- This amount shall increase annually by three (3) percent to reflect Northern's collective agreement rate changes and increased cost of utilities.
- The TSPL shall pay to Northern a separate fee of \$275.00 per annum plus applicable taxes for each of the three (3) parking spaces provided under this Agreement (i.e., \$825.00 total plus HST, per annum). This amount shall increase annually by three (3) percent to reflect increases in parking lot maintenance and replacement cost.
- Payment shall be made in full (lump-sum) on January 1st of each year of the agreement.

### Compliance with Laws

Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations and business practices of that Party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.

### Amendments

This MOU may be amended or modified, in whole or in part, only by an instrument in writing signed by all Parties hereto.

### Documents

The Parties agree to sign and execute and cooperate in the completion of any and all documentation necessary to give effect to this Agreement.

### Notices

Any notices or other communications required hereunder shall be in writing and shall be deemed to be given when delivered in person or when mailed to that party.

### Governing Law

This MOU shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

### Entire Agreement

This MOU, including all Appendices, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter except as provided in this MOU.

## Signature Page

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Carman Kidd  
Mayor, City of Temiskaming Shores

I have authority to bind the Corporation.

---

Donald Bisson  
Temiskaming Shores Public Library,  
Library Board Chair

I have authority to bind the Board.

---

Logan Belanger  
City of Temiskaming Shores,  
City Clerk

I have authority to bind the Corporation

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Rebecca Hunt  
Temiskaming Shores Public Library,  
CEO

I have authority to bind the Board.

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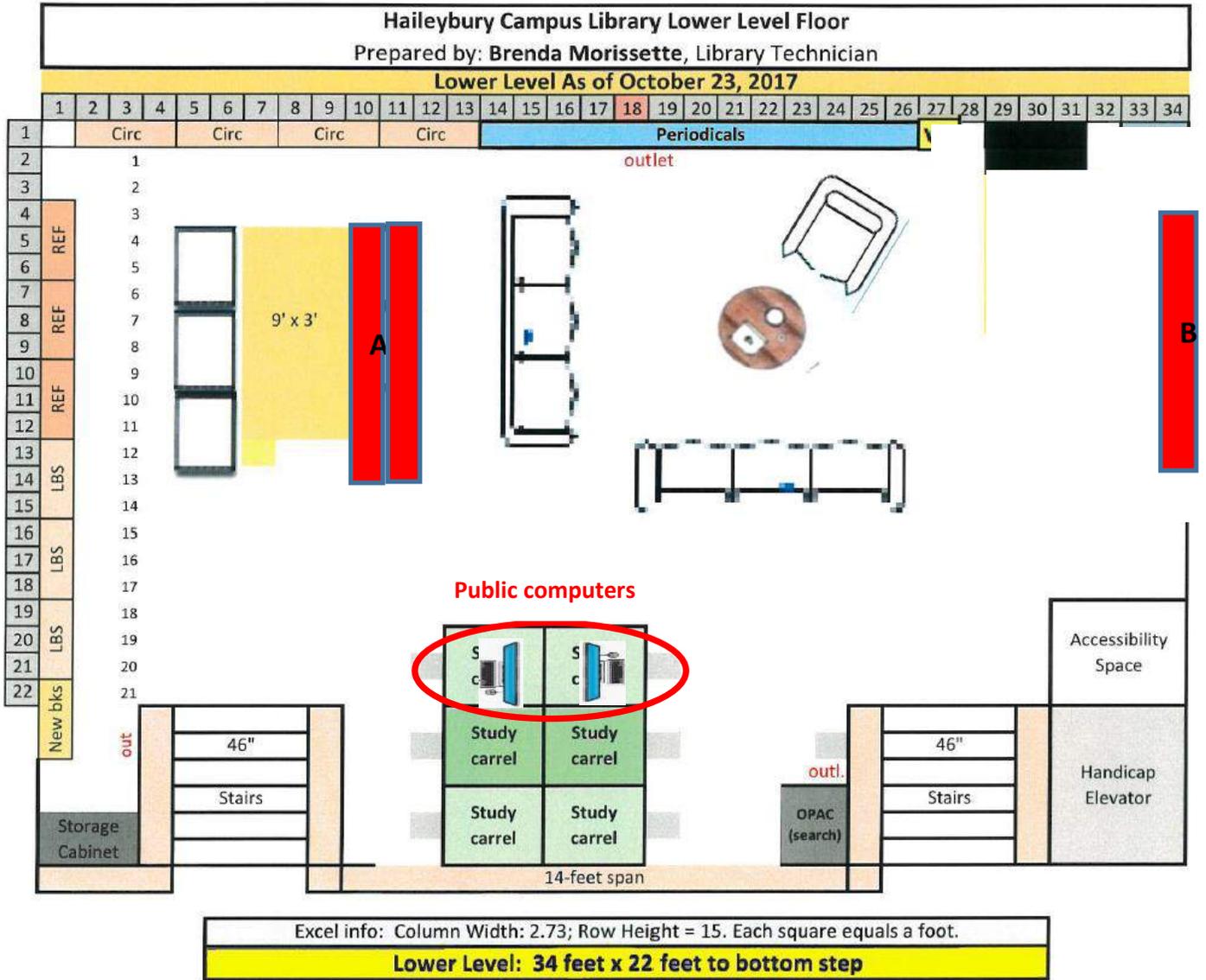
Dr. Audrey Penner  
Northern College, President and CEO

We have authority to bind the Corporation.

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Aaron Klooster  
Northern College, V.P. Academic & Student Success

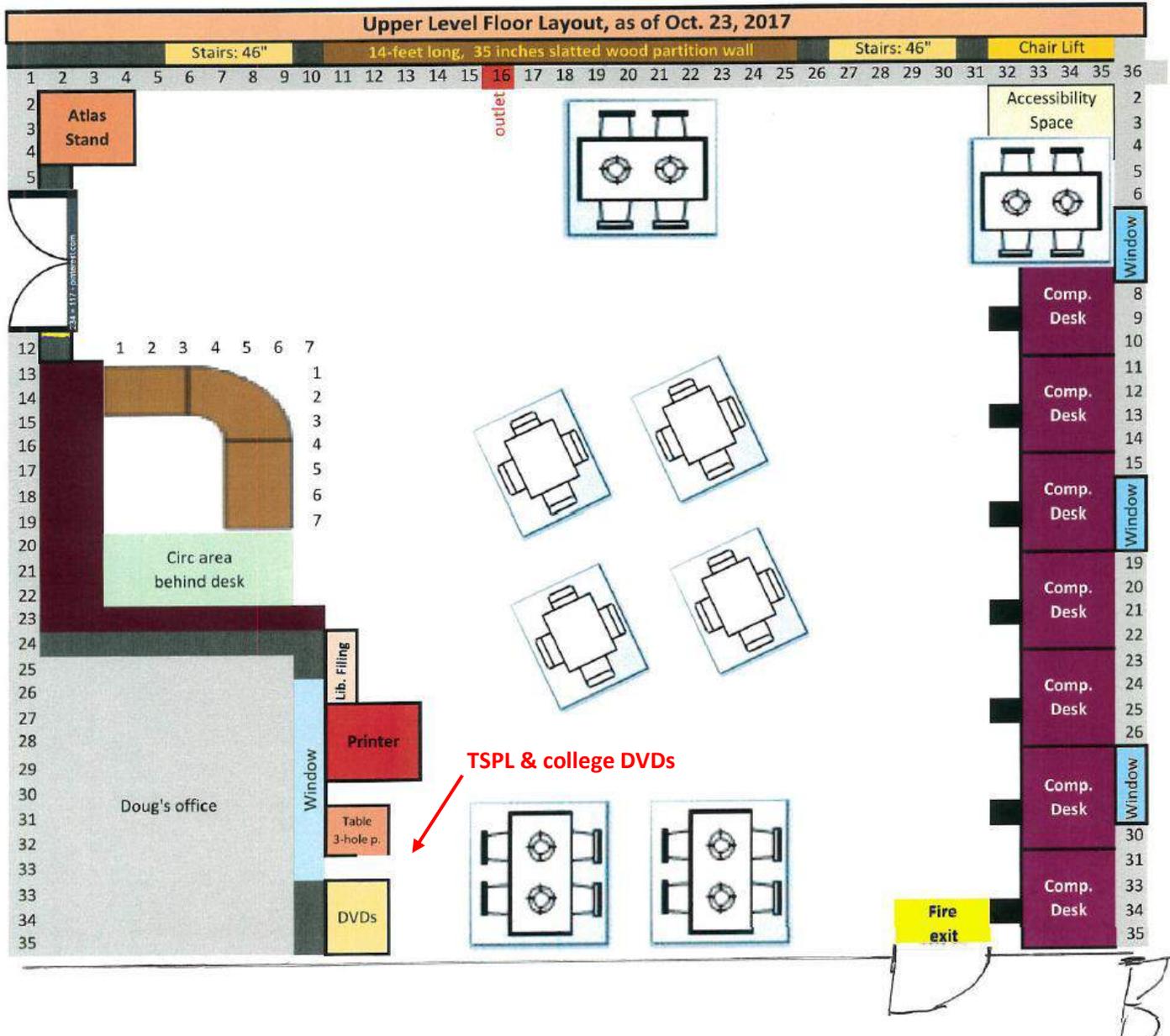
# Appendix 1 – Existing Northern Haileybury Campus Library Floorplan



Blocks in Red represent public library shelving:

(A) = double-sided free-standing shelving (existing shelving; provided by NC; 1 additional section shown added)

(B) = single-sided wall-mounted shelving (to be provided by TSPL; illustrative 9' run shown)



## Appendix 2 – List of activities, duties, and related policies

Temiskaming Shores Library Activity	Duties--Northern College Staff	Duties--TSPL Staff	TSPL Policies Applicable to Activity
<p><b>Circulation of TSPL materials (Fiction, DVDs, Periodicals) to TSPL patrons</b></p>	<ul style="list-style-type: none"> <li>• Sign up patrons and issue TSPL library cards</li> <li>• Explain circulation policies: i.e. loan periods, fines, etc.</li> <li>• Direct patrons to materials</li> <li>• Check materials out</li> <li>• Renew materials for patrons on demand</li> <li>• Collect membership fees, replacement card feed, accrued fines and any other fees as needed on behalf of TSPL--cash or cheque only</li> <li>• Renew patron memberships as needed</li> <li>• Update patron information as needed</li> <li>• Replace membership cards as needed</li> <li>• Discharge materials</li> <li>• Re-shelve materials</li> <li>• Notify TSPL CEO of any issues</li> <li>• Uphold confidentiality and Intellectual Freedom policies</li> </ul>	<ul style="list-style-type: none"> <li>• Manage overdues</li> <li>• Pick up cash from fees for deposits weekly</li> <li>• Notify NC staff of any policy changes</li> <li>• Supply Northern College with necessary circulation materials</li> <li>• Update the library calendar according to Northern College operating hours to ensure cohesiveness with loan periods</li> </ul>	<ul style="list-style-type: none"> <li>• Membership Policy--Circ-2</li> <li>• Loan periods, renewal, reserves--Circ-3</li> <li>• Fines and fees--Circ-4</li> <li>• Confidentiality of patron information--Circ-5</li> <li>• Resource Sharing--Circ-6</li> <li>• Intellectual Freedom--Col-2</li> </ul>
<p><b>Check out Northern College items to Public Library TSPL Patrons</b></p>	<ul style="list-style-type: none"> <li>• Create a brief record/fast add of the Northern College item in TSPL WorkFlows using a TSPL barcode</li> <li>• Northern College item will then be treated as a borrowed TSPL item</li> <li>• Discharge material</li> </ul>		

	<ul style="list-style-type: none"> <li>• Ensure brief record/fast add is removed from TSPL WorkFlows</li> <li>• Mark item used in Northern College Workflows</li> </ul>		
<p>Check out TSPL items to Northern College Patrons</p>	<ul style="list-style-type: none"> <li>• Create a brief record/fast add of the TSPL item in Northern College WorkFlows using a TSPL barcode</li> <li>• TSPL item will then be treated as a borrowed Northern College item</li> <li>• Discharge material</li> <li>• Ensure brief record/fast add is removed from Northern College WorkFlows</li> <li>• Mark item used in TSPL Workflows</li> </ul>		
<p>Fill TSPL Holds requests</p>	<ul style="list-style-type: none"> <li>• Search TSPL collection for requested book</li> <li>• Check holds list.</li> <li>• Place holds on TSPL books that are found in the New Liskeard location</li> <li>• Receive Holds books when delivered-- check in and print holds slip</li> <li>• Call patrons to let them know Holds are available</li> <li>• Check out held books to patrons</li> <li>• Put returned Holds books in a location to be picked up by TSPL Staff and returned to the New Liskeard location</li> </ul>	<ul style="list-style-type: none"> <li>• Notify NC staff of any holds coming from NC branch</li> <li>• Check Holds list twice a week</li> <li>• Transport Holds books to Northern College once a week</li> <li>• Transport returned holds back to the New Liskeard location</li> </ul>	

<b>Inter-Library Loans-- TSPL patrons</b>	<ul style="list-style-type: none"> <li>• Search TSPL collection for requested book</li> <li>• Provide patrons with ILL form to fill out if book not found in TSPL collection</li> <li>• Place ILL form in a location to be picked up by TSPL staff to be taken to the New Liskeard location and processed</li> <li>• Receive ILL books when delivered-- check in and print holds slip</li> <li>• Call patrons to let them know ILLs are available</li> <li>• Check out ILL books to patrons</li> <li>• Put returned ILL books in a location to be picked up by TSPL Staff and returned to the New Liskeard location</li> </ul>		<ul style="list-style-type: none"> <li>• Resource Sharing-- Circ-6</li> </ul>
<b>Provide access to WIFI</b>	<ul style="list-style-type: none"> <li>• Provide WIFI password and support to patrons as needed</li> </ul>	None	None--Northern College policies can be used
<b>Provide access to public access computers</b>	<ul style="list-style-type: none"> <li>• Provide any passwords and support to patrons as needed</li> </ul>	None	None--Northern College policies can be used
<b>Provide access to printing, scanning and copying</b>	<ul style="list-style-type: none"> <li>• Collect fees for services as per Northern Colleges' policies</li> </ul>	None	None--Northern College policies can be used
<b>Provide access to general library seating</b>	<ul style="list-style-type: none"> <li>• Monitor</li> </ul>	None	None--Northern College policies can be used
<b>Provide access to washrooms</b>	<ul style="list-style-type: none"> <li>• Monitor</li> </ul>	None	None--Northern College policies can be used

**TEMISKAMING SHORES PUBLIC LIBRARY  
CIRCULATION POLICY**

**SUBJECT: Fines and Fees**

**POLICY NO: Circ-4**

**APPROVAL DATE: March 21, 2007**

**MOTION NO: 2007-9**

**REVIEW/AMENDMENT DATE: January 17, 2018**

**2018-02**

**REVIEW DATE: 1<sup>st</sup> quarter, 2022**

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1. Overdue fines will be charged according to the following table:

Material	Fine per item per day	Maximum per item
Adult material	\$0.25	\$5.00
Children's material	\$0.25	\$2.00
DVDs and Videos	\$1.00	\$5.00
Magazines	\$0.25	\$2.00
Walking poles	\$0.25	\$5.00
Backpacks and Games	\$1.00	\$5.00

2. Exceptions to Standard Fine Rates
  - Institutional Cards (Teachers' cards) Fines not applied. Responsible for any lost or damaged materials
3. Library patrons shall be advised at the circulation desk if they owe fines. Patrons may not borrow additional materials if the amount they owe exceeds \$20. The library staff will not accept book donations, coffee, baking or other favours in lieu of fines.
4. At its discretion, supervising staff may waive some fines or fees for patrons who have experienced extreme hardship such as long-term hospitalization, imprisonment, eviction, fire or theft. It is the patron's responsibility to complete a form and to provide valid supporting documentation verifying the hardship. Library Pages are not to forgive fees or fines.
5. Patrons will be charged the replacement cost at today's retail value for lost, damaged or unreturned materials. The Temiskaming Shores Public Library does not accept substitutes for lost or damaged materials in lieu of replacement costs.
6. Replacement of the item will be left to the discretion of the Chief Executive Officer or the designate, in keeping with the library's Collection Development policy.

7. The library charges fees for some services:

Service	Fee
Photocopying	\$.25/page
Printing	\$.50/page
Faxing (long distance-local and 800 free)	\$1.50/page
Receiving fax	\$.50/page
Replacement Library Card	\$2.00
Nonresident fees (see Policy Circ-2)	\$75/year, \$50/6-months
Research fee	\$30/hour, \$10.00/15 minute lookup

8. Found / Returned Items

If the lost item is found and returned, you will be eligible for reimbursement of the replacement fee as long as the following criteria are met:

- It is within one year of the due date. No refund will be permitted after one year months.
- Proof of payment of replacement fee is provided in the form of the original receipt, or library staff are able to find proof of transaction in the account on the library system. No refund will be permitted without proof of payment.

9. Payment options

- Payment can be made at either branch of the library via cash, cheque or money order.

**TEMISKAMING SHORES PUBLIC LIBRARY  
POLICY**

**SUBJECT: Membership**  
**APPROVAL DATE: May 18, 2005**  
**LAST AMENDMENT DATE: November 18, 2015**  
**REVIEW DATE: 4<sup>th</sup> Quarter 2019**

**POLICY NO: Circ-2**  
**MOTION NO: 2005-34**  
**2015-31**

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The Temiskaming Shores Public Library makes materials widely available to the community, in an equitable manner, in order to maximize the use of the collections. The Board ensures fair conditions for library membership and borrowing privileges while protecting resources in a responsible manner and in accordance with the *Public Libraries Act*, R.S.O. 1990, c. P44.

**Library Membership and Borrowing**

1. Membership for the Temiskaming Shores Public Library is free of charge to all taxpayers and residents of The City of Temiskaming Shores and contracting townships: Township of Casey, Township of Kerns, Township of Harley, and the Township of Hudson.
2. For all other membership applicants there is an annual, non-refundable, fee of \$75 per card per year. If members of a nonresident household wish, they may all use the same card with the checkout limits and restrictions of a single membership card upheld. A six month, non-refundable, membership may be purchased for \$50 with the same option of having a household card.
3. The information required from an applicant includes: name, address (street and postal), home and/or business phone number, or a telephone number where a message can be left, and an email address. An application form must be filled out and signed in person. Individuals must provide verification of address and identification by showing a document bearing his/her name and current address.
4. An application by a child under the age of 12 years shall be made on the child's behalf by the child's parent/guardian. Both the parent and the child must be present when the card is issued and the parent or guardian must present identification with name and address, and sign for responsibility for fines, damages or lost items.
5. Notwithstanding any provision of this policy, the CEO may issue a library card to individuals, groups, institutions or bodies, whether resident, incorporated or otherwise, upon such terms and conditions as the CEO may determine.
6. Personal information collected will be subject to the Temiskaming Shores Public Library Policy on Confidentiality & the Protection of Privacy (Policy Circ-5).

**Conditions of Membership and Card Use**

Circ-2

1. Membership is not transferable to other individuals, but may be used by the members of the same nonresident household as above.
2. An individual is entitled to only one library card. Lost or damaged cards will be replaced for a fee.
3. The card is the property of the Temiskaming Shores Public Library and must be returned on request.
4. Lost or theft of a card must be reported immediately; members are responsible for any materials borrowed on their cards until loss or theft is reported.
5. Change of address, name or phone number must be reported immediately.
6. Membership expires annually. Renewal requires verification of the member's name, address, telephone number and payment of outstanding monies owed to the library.
7. Membership is suspended when fines exceed \$20.00 and will be re-instated when all outstanding accounts are settled.
8. Membership can be suspended for violating library policies.
9. Children under 18 may not borrow DVDs or Videos.
10. A patron may borrow up to fifty items at a time on their card including no more than 6 videos/DVDs per card.
11. The library staff at their discretion and based on the member's borrowing history may limit the number of items borrowed by a member.
12. The Library reserves the right to restrict the number of books and/or the loan time of books in circumstances of heavy demand - i.e. school assignments, book club borrowing etc.
13. Reference materials are non-circulating to ensure ready access to information resources. In exceptional circumstances and at the discretion of the in-charge staff, reference material may be borrowed for a limited time. Photocopies may be taken free of charge (within reason) of non-circulating material.
14. Unique and/or fragile materials from the Local History collection cannot normally be borrowed from the library.
15. Microfilm reels may be used only in the library.
16. Where designated by the lending library, some interlibrary loan materials may be used only in the library.

## Appendix 5 – Policy No: Circ-3 Loan Periods, Renewal, Reserves

### TEMISKAMING SHORES PUBLIC LIBRARY POLICY

**SUBJECT: Loan periods, Renewal, Reserves**  
**APPROVAL DATE: Sept. 20, 2006**  
**AMENDMENT DATE: January 18, 2017**  
**REVIEW DATE: 1<sup>st</sup> quarter 2021**

**POLICY NO: Circ-3**  
**MOTION NO: 2006-20**  
**MOTION NO: 2017-3**

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#### **Loan Periods**

1. The normal loan period for all circulating library materials is twenty-one (21) days.
2. The video/DVD loan period is seven (7) days.
3. The lending library sets the loan period for inter-library loan materials.
4. Some reference works, some local history materials and all newspapers are not available for loan
5. At the discretion of the librarian, a longer loan time may be available for library patrons who will not be available to return materials within the 21 day loan period.

#### **Renewals**

1. All circulating library materials may be renewed for up to two (2) loan periods (original 3 week loan period and up to 2 more loan periods for a total of nine (9) weeks).
2. No renewals will be granted for items that are on reserve for another patron.
3. Renewals may be made by telephone, in person by email or via the patron's online library account.
4. Interlibrary loans will only be renewed with the cooperation of the lending library.

#### **Reserves**

1. Library items may be reserved in person, by telephone, by email or via the patron's online library account.
2. When the item becomes available, the patron will be notified and asked to pick up the item within the next 5 business days.

3. Items will be held for 5 business days before being passed along to the next patron on the list.

### **Returns**

1. Materials borrowed may be returned to the library at the circulation desk or in the drop-box at either branch of the library.
2. Patrons are required to return or renew materials on or before the due date.

### **Circulation Records**

Library Circulation and membership records will be used in accordance with *Confidentiality of Patron Information, Circulation Policy Circ-5*

## Appendix 6 – Policy No: Circ-5 Confidentiality of Patron Information

Circ-5

### TEMISKAMING SHORES PUBLIC LIBRARY POLICY

**SUBJECT: Confidentiality of Patron Information**  
**APPROVAL DATE: December 19, 2007**  
**LAST AMENDMENT DATE: February 17, 2016**  
**REVIEW DATE: 2<sup>nd</sup> quarter 2020**

**POLICY NO: Circ-5**  
**MOTION NO: 2007-46**  
**MOTION NO: 2016-6**

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The Temiskaming Shores Public Library adheres to its legal responsibility to protect the rights of the Library's patrons to privacy. In order to achieve the mission of the Library, and to encourage the uninhibited use of the Library's services, library patrons must be confident that the personal information they entrust to the Library remains confidential as required by law. The Temiskaming Shores Public Library abides by the provisions of the *Public Libraries Act, R.S.O. 1990, Chapter P. 44* and the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56*.

#### **Definition:**

A 'record' means any record of information however recorded, whether in printed form, on film, by electronic means or otherwise, and includes:

1. Correspondence, a memorandum, a book, a plan, a map, a drawing, a diagram, a pictorial or graphic work, a photograph, a film, a microfilm, a sound recording, a videotape, a machine readable record, any other documentary materials, regardless of physical form or characteristics, and any copy thereof
2. Any record that is capable of being produced from a machine readable record under the control of an institution by means of computer hardware and software or any other information storage equipment and technical expertise normally used by the institution.

The Library may keep collected confidential patron information on a permanent basis. This information includes, but is not limited to:

- All records identifying the names, addresses, contact information, or identification numbers of library patrons
- All records identifying the materials borrowed by any library patron
- All outstanding financial account balances
- All inter-library loan transactions
- All reserves placed, caught or held
- All sign-in sheets for internet

The following confidential patron information may be kept for up the twelve months:

- Reference questions asked by a library patron
- Items photocopied for library patrons
- Items faxed to or from library patrons
- Suggestions for purchase of library materials submitted by library patrons

## Circ-5

- Sign in sheets for programs and other reasons
- Databases and other files or materials consulted by, or on behalf of, library patrons
- Internet or other online searches conducted by, or on behalf of, library patrons.
- Comments submitted by library patrons

The confidential information of library patrons will not be released to any person, other than the library patron, or his/her legal guardian, in the case of a child patron (under the age of 12, Policy Circ-2), or to any institution or agency for any reason save as may be required by Federal or Provincial legislation.

Requests for information from patron records by police and/or government officials shall only be provided on the presentation of a warrant. The CEO or his/her designate shall consult the Library Board's solicitor to ensure that the warrant is properly executed and to seek further advice. When appropriate, information shall be given only to the extent stated in the warrant.

### **Rights of Library Users**

1. Library patrons are able to obtain information from their patron record:
  - a. In person by presenting his/her library card or by showing identification with their name and address
  - b. By telephone to a library staff member by having his/her library card number and verification of address and/or telephone number.
2. Library patrons are entitled to know:
  - a. What information is recorded in their patron records
  - b. What materials are charged out to them
  - c. The outstanding balance of their financial accounts, if any
  - d. The status of reserves placed on their behalf
3. Library patrons are entitled to ask that information in their records be corrected if possible.
4. Parents of children who have a children's library card may see the list of material their child has overdue. The parent must come in person; either be accompanied by the child or present the child's library card to verify that they are the child's parent/guardian. Requests by parents to see the list of material overdue for children who have an adult card must be referred to the Chief Executive Officer (CEO).
5. Library patrons are to be given a copy of this policy if there is a concern about privacy of information or if a patron has been refused access to confidential information as a result of this policy.

## Appendix 7 – Policy No: Circ-6 Resource Sharing

Circ-6

### TEMISKAMING SHORES PUBLIC LIBRARY POLICY

**SUBJECT:** Resource Sharing

**POLICY NO:** Circ-6

**APPROVAL DATE:** December 19, 2007

**MOTION NO:** 2012-30

**LAST AMENDMENT DATE:** June 21, 2012

**LAST REVIEW DATE:** February 17, 2016

2016-7

**REVIEW DATE:** 2<sup>nd</sup> quarter, 2020

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Resource sharing through the provincial interlibrary loan network is a primary service that supports the mission of the Library by providing enhanced access to library materials and information. By participating in resource sharing, the Temiskaming Shores Public Library provides library patrons with access to shared collections, the collections of other libraries, and makes its collections available to other libraries. This policy establishes a commitment to resource sharing partnerships.

1. The Library will participate in resource sharing opportunities by:
  - a. joining collaborative initiatives such as material pools, and the provincial interlibrary loan network
  - b. using resource sharing as an adjunct to, not a substitute for, the library's collection
  - c. purchasing frequently requested titles
  - d. offering provincial interlibrary loan service to users in good standing
  
2. Interlibrary loan is a transaction in which the Temiskaming Shores Public Library borrows materials directly from another library on behalf of a patron, or another library borrows materials from the Temiskaming Shores Public Library on behalf of its user through INFO (Information Network for Ontario). The Library will:
  - a. adhere to the provincial interlibrary loan policies and participation standards
  - b. make its database of holdings available to the provincial interlibrary loan network
  - c. promote awareness of the interlibrary loan service
  - d. request materials not owned by the library or missing from the library's collection
  - e. request any type of library materials needed for the purpose of study, instruction, information, recreation, or research
  - f. not request items owned by the library and temporarily in use or on reserve
  - g. support the Library's book clubs and other book-based programming by requesting multiple copies of a book even if the library already owns a copy
  - h. strictly observe any conditions for use of loaned materials that are imposed by a lending library
  - i. not charge users a fee for borrowing via interlibrary loan

- j. consult with patrons in advance regarding fees charged by lending libraries
- k. be responsible for materials borrowed on behalf of patrons and pay for overdue charges, damage, or loss of material borrowed on interlibrary loan

**Conditions of Interlibrary Loan--Borrowing**

1. Requests for interlibrary loans may be made in person, by telephone or by email. A form must be filled out, and the borrower must be a library member in good standing with the library.
2. Borrowers shall be advised that interlibrary loans are sent by regular mail and that depending on the availability of the item there is a waiting period for requested material.
3. Borrowers shall be advised that not all materials may be available for interlibrary loans. For example, local history documents, DVDs, audiobooks, and very new books may not be available.
4. For microfilms, no more than 6 films per person can be on order at a time.
5. For all other items, no more than 3 items per person can be on order at a time.
6. Lists of items will not be accepted.
7. Items on loan from other libraries will not be held for pickup for longer than 5 business days.
8. The borrowing period for interlibrary loan materials is in accordance with the Temiskaming Shores Public Library's Loan Period policy
9. Renewal of interlibrary loan items is dependant on approval from the lending library. If a lending library has indicated that an item is not renewable, the patron will be advised.
10. Accurate records shall be kept by the Library staff of:
  - a. requests for materials made to other libraries;
  - b. materials which have been received from other libraries;
  - c. the date on which such materials are due back at the lending library;
  - d. the date on which materials are returned to the lending library.
11. All interlibrary loan materials must be returned to Temiskaming Shores Public Library and must not be returned to the lending library directly by the borrower.

12. Any member who shows repeated disregard for the rules concerning the borrowing of interlibrary loan materials may be denied this privilege.

**Conditions of Interlibrary Loan—Lending**

1. As a partner in the Provincial Inter Library Loan system, the Library will lend items to other libraries when requested through the INFO system.
2. Items on loan to other libraries will be processed using the INFO system and checked out on the home library system.
3. Items will be mailed to the borrowing library via Canada Post, using the Canada Post Shipping tool to print shipping labels.
4. The normal loan period will be one month. Exceptions may occur (book club requests, etc.) and will be assessed on a case by case basis.
5. Renewal requests will be accepted based on the popularity of the item on loan for up to one renewal.
6. The borrowing library will not be charged overdue fines, but will be charged for lost or damaged items.
7. Because of replacement costs the Library will not lend DVDs in series, audiobooks, microfilms, CDs or videos.
8. The Library may choose not to lend newer or popular titles that are in high demand at our libraries.
9. The Library reserves the right to recall items, with five days notice, before the given due date.

(February 17, 2016)

**TEMISKAMING SHORES PUBLIC LIBRARY  
POLICY**

**SUBJECT: Intellectual Freedom**

**POLICY NO: Col-2**

**APPROVAL DATE: December 16, 2010**

**MOTION NO: 2010-35**

**REVIEW/AMENDMENT DATE: February 20, 2019**

**2019-07**

**REVIEW DATE: 1st Quarter 2023**

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Recognizing that the board has a fundamental responsibility for upholding the principles of, as well as advocating for, intellectual freedom, this policy ensures the rights of individuals to access information.

1. The board adopts the Canadian Library Association's *Position Statement on Intellectual Freedom*, approved by the CLA Executive Council ~ June 27, 1974; Amended November 17, 1983; and November 18, 1985.
2. It is the responsibility of the board, and those who work in the library, to:
  - a) ensure that all library users have the fundamental right to have access to all expressions of knowledge, creativity and intellectual activity, and to express their thoughts publicly
  - b) guarantee and facilitate access to all expressions of knowledge and intellectual activity, including those which some elements of society may consider to be unconventional, unpopular or unacceptable
  - c) make available all of the library's public facilities and services to all individuals and groups who need them
  - d) resist all efforts to limit the exercise of these responsibilities, while recognizing the right of criticism by individuals and groups
3. The board directs the Chief Executive Officer to ensure that the principles of intellectual freedom are integrated into all organizational policies, procedures and practices.

**Related Documents:**

CLA Executive Council. *Position Statement on Intellectual Freedom*, approved ~ June 27, 1974; Amended November 17, 1983; and November 18, 1985  
**(Appendix A)**

## Appendix A



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### Canadian Library Association

200 Elgin Street, Suite 602, Ottawa, Ontario K2P 1L5

Telephone: (613) 232-9625 Fax: (613) 563-9895

#### **Position Statement on Intellectual Freedom**

All persons in Canada have the fundamental right, as embodied in the nation's *Bill of Rights* and the *Canadian Charter of Rights and Freedoms*, to have access to all expressions of knowledge, creativity, and intellectual activity, and to express their thoughts publicly. This right to intellectual freedom, under the law, is essential to the health and development of Canadian society.

Libraries have a basic responsibility for the development and maintenance of intellectual freedom.

It is the responsibility of libraries to guarantee and facilitate access to all expressions of knowledge and intellectual activity, including those which some elements of society may consider to be unconventional, unpopular, or unacceptable. To this end, libraries shall acquire and make available the widest variety of materials.

It is the responsibility of libraries to guarantee the right of free expression by making available all the library's public facilities and services to all individuals and groups who need them.

Libraries should resist all efforts to limit the exercise of these responsibilities while recognizing the right of criticism by individuals and groups.

Both employees and employers in libraries have a duty, in addition to their institutional responsibilities, to uphold these principles.

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Adopted and approved by CLA Executive Council June 27, 1974;  
Amended November 17, 1983 and November 18, 1985.

### **Borrowing of materials between Temiskaming Shores Public Library (TSPL) and Northern College Library (NCL)**

At times TSPL patrons may wish to check out a NCL item or two or vice versa amongst the items they wish to borrow from the Northern College Library location. This is acceptable if there are only a few items from the other collection among the items the patron wishes to borrow. If there are more than a few items, then a card for the library which owns the items should be issued to the patron under the reciprocal borrowing agreement.

The procedure for checking out a few items is to log in to the version of WorkFlows to which the patron belongs and create a Fast Add/Brief Record for the item using a barcode index card from the library to which the patron belongs. The item is then circulated to the patron and is subject to the circulation policies of the lending library. When the item is checked in, the brief record is deleted and the item is marked used in the home library system.

The maximum number of college items to be loaned at a time to members of the public is 2.

1. Log in to the version of WorkFlows to which the patron belongs. If the patron is a TSPL patron then log into the TSPL WorkFlows. If the patron is a Northern College patron then log into NCL WorkFlows. It will be necessary to create a brief record for the item.
2. In the Circulation module under the Items menu, click the “Add brief title” wizard. This will open up a brief cataloguing record
3. In the upper middle of the upper group of information there is a Title field, number 245 with **\*\*REQUIRED FIELD\*\*** showing in the data field. Enter the title of the book being borrowed in the following format: NCL—[TITLE OF BOOK BEING BORROWED], or TSPL—[TITLE OF BOOK BEING BORROWED]. Enter the title in all caps to help flag the item when it is returned.
4. Next move to the lower group of information. Ensure that the “Item Type” matches the type of material in hand by clicking on the dropdown and selecting it if necessary. Click on the Item ID field and scan a Barcode Index Card into the item ID field.
5. Next, click on the Common Tasks menu. Click the Check Out wizard and check the item out to the patron using the Barcode Index Card. File the Barcode Index Card.
6. When the item is returned, click on the Items menu and use the Delete Call Number, Title or Items Wizard to delete the item.
7. In the item’s home library, Click on the Special menu and use the Mark item used Wizard to log the checkout stat for the item’s home library.
8. Re-shelve the item.

**An Agreement for Reciprocal Borrowing Between**

**The Temiskaming Shores Public Library—Haileybury Satellite Location  
And  
The Northern College Library—Haileybury Campus**

Temiskaming Shores Public Library has entered into a reciprocal borrowing agreement with The Northern College Library—Haileybury Campus. This agreement permits Temiskaming Shores Library cardholders to get a free library card from the Northern College Library—Haileybury Campus and borrow items from its collection. Cardholders from the Northern College Library—Haileybury Campus are also eligible to get a free library card from the Temiskaming Shores Public Library and borrow items from its collection.

Terms of the Reciprocal Borrowing Agreement

- Patrons must present a valid library card from their home library, as well as an official piece of identification with correct name and current address.
- Patrons will accept the borrowing terms, policies and procedures of the lending library.
- Materials available for reciprocal borrowing will be at the discretion of the owning library.
- Patrons will be held responsible for overdue, lost or damaged items.
- Patrons who abuse their privileges will be disqualified from reciprocal borrowing privileges.

Termination of this agreement shall take place under the following provision:

- By mutual agreement of both parties

This agreement will become effective after ratification and signing by the authorized representatives of each party.

\_\_\_\_\_  
Library Representative

\_\_\_\_\_  
College Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix 11 – Guest Use of Computer & Electronic Resources

## Guest Use of Computer & Electronic Resources

Computers, electronic information resources, and other technology devices are essential resources for accomplishing Northern College's mission of excelling in quality, accessible education through innovative programs, services and partnerships for the benefit of our northern communities.

This procedure governs access to public computers by guests unaffiliated with the Northern College community. The objectives of this procedure are:

- To ensure that Northern College Library public computers are available and accessible to current Northern College and affiliated post-secondary institutions students.
- To provide all other guests with courtesy access to public computers for limited periods of time and to provide a mechanism for guests with legitimate research needs to extend their courtesy access.

In using the library's computing and technology resources, all users agree to abide by all relevant Library and Northern College procedures as well as all federal, provincial and local laws. Users must adhere to the Northern College [Information Technology Policy](#), which outlines acceptable and unacceptable uses, privacy and security measures, and enforcement of the policy. For use of Library-provided computing and technology resources, the College's Information Technology policy is amplified as follows:

### 1. Access to and use of Library computing and technology resources

a. With few exceptions at the Library's discretion, Northern College authentication is required for use of all Library computers, hardware and software, technology resources, and networks. Northern College strongly discourages the sharing of your Northern College account, privileges granted to it, and its access credentials (i.e., passwords, login codes, etc.) with anyone else.

b. While unaffiliated guest users are welcome to register for and use most library computing and technology resources, priority use is given to Northern College students. These resources are primarily intended for research, study, and professional activities. There may be restrictions on some workstations, equipment and software applications in the Libraries, based on workstation location, licensing terms, and/or demand for use.

The library will provide up to one (1) hour of computer access to any guest, independent of affiliation. At the expiration of this period, computer access will end. Guests who wish additional time will be required to meet with a library staff member for a research consultation to certify that their research needs require access to computer resources. This access will be granted at the discretion of the library staff.

c. Users of workstations shall not make any attempt to damage computer equipment or software, alter software configuration, conduct any malicious activities using the College network or data, or engage in any illegal or criminal activities.

### 2. Acceptable use of electronic information resources

Electronic information resources made available by Northern College Libraries to students, staff, faculty, and other authorized users are for instructional, research, and other activities that support the College's mission. Contractual license agreements and Canadian Copyright Law govern the access, use, and reproduction of these resources.

### 4. Internet content

a. Library workstations provide unfiltered access to the Internet. Patrons should be aware that some Internet sites may contain materials that some find offensive or controversial.

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

**By-law No. 2021-150**

**Being a by-law to adopt the 2021-2022 Winter  
Operations Plan for the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report PW-021-2021 at the October 5, 2021 Regular Council meeting and directed staff to finalize the 2021-2022 Winter Operations Plan and directed staff to prepare the necessary by-law for consideration at the October 5, 2021 Regular Council meeting.

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

1. That Council hereby adopts the 2021-2022 Winter Operations Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk



# **City of Temiskaming Shores**

## **Public Works Department Operations Division**

### **Winter Operations Plan 2021 – 2022**

### **Roadways and Sidewalks**

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## **Purpose**

This Winter Operations Plan sets out a policy and procedural framework for ensuring that the Corporation of the City of Temiskaming Shores continuously improves on the effective delivery of winter maintenance services and the management of road salt used in winter maintenance operations, as outlined in Environment Canada's Code of Practice for the Environmental Management of Road Salts.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. As specified in the Code of Practice for the Environmental Management of Road Salts, the Winter Operations Plan for the Corporation of the City of Temiskaming Shores was endorsed by Council on the 5<sup>th</sup> day of October, 2021.

## **Definitions**

**Anti-icing** means the application of liquid de-icers directly to the road surface in advance of a winter event. (The City does not apply de-icing agents to the road surface.)

**De-icing** means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

**Highway** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**Paved Road** is a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

**Pre-treat** means the application of liquids (calcium chloride, sodium chloride, etc.) to dry sand or salt prior to being loaded for storage or applied to the road surface.

**Pre-wetting** means the application of liquids (calcium chloride, sodium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

**Surface Treated Road** is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

**Unpaved Road** is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc to which a winter event response is required.

**Winter Event** is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc. to which a winter event response is required.

**Winter Event Response** is a series of winter maintenance activities performed in response to a winter event.

- **Continuous Winter Event Response** is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.
- **Spot Winter Event Response** is a response to a winter event with only a part deployment of manpower and equipment or with full deployment to only part of the system.

**Winter Event Response Hours** are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

## 1.0 Objective

The objective of the **2021 - 2022 Winter Operations Plan** is to define standards to be maintained and procedures to be followed, to reduce the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Winter operations standards establish levels of service for snow and ice control across the city, for various classes and priorities of roadways and sidewalks, to ensure the safe and efficient movement of vehicles, people, goods and services through our community. The standards recognize the difference in traffic conditions and associated risk management on the various classes of roadways and sidewalks. Additionally, the standards indicate that levels of service may not be met until after the end of a winter storm or snowfall event.

Winter operations procedures indicate the actions to be taken in order to maintain the above noted standards. The procedures, in conjunction with the standards, recognize that the winter maintenance measures cannot be carried out on all roadways and sidewalks at the same time, and due to the associated risk management, must follow the priorities as defined by the classification of the roadways and sidewalks.

Notwithstanding the Corporation of the City of Temiskaming Shores is committed to improving winter maintenance operations while continuing to ensure public

safety. The Corporation of the City of Temiskaming Shores will optimize the use of winter maintenance materials containing chlorides on most municipal roads while striving to minimize negative impacts to the environment. The Corporation of the City of Temiskaming Shores public works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of the Corporation of the City of Temiskaming Shores.

## **2.0 Policy Statement**

The Corporation of the City of Temiskaming Shores will provide efficient and cost-effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- adhering to the procedures contained within the Winter Operations Plan;
- reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- committing to ongoing winter maintenance staff training and education; and
- monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

## **3.0 Responsibilities**

The Manager of Transportation Services is ultimately responsible for winter maintenance operations within the City of Temiskaming Shores. The Superintendent of Transportation Services, reporting to the Manager of Transportation Services, is directly responsible, for winter maintenance operations. The two Superintendents of the operations division have front line management level responsibilities, for directing the winter maintenance operations.

Winter operations are carried out by a combination of full-time road employees and, as required, contractor services, including three Heavy Equipment Operator / Crew Leaders, one Heavy Equipment / Crew Leader – Mechanic, twelve Equipment Operators and four Water and Sewer Operators reporting to the two Superintendents.

The Heavy Equipment Operator / Crew Leader or Patrol Person working evening shift, night shift or weekend shifts will be required to carry "*on-duty*" cell phones that will receive emergency calls re-directed from the Public Works main complex telephone system during their respective shifts. It is the responsibility of that person

to contact the Superintendent or his approved alternate, to act on the emergency accordingly.

The Crew Leader or Patrol Person will be responsible to contact the Superintendent, or his approved alternate, to arrange for additional operators and equipment, as may be required, to ensure that the roads are cleared of ice and snow in accordance with this plan.

#### **4.0 Winter Maintenance Program**

##### **4.1.0 The System Maintained**

The major activities related to winter maintenance are:

- snow plowing
- salt /sand application
- salt and sand storage
- snow removal snow storage
- sidewalk plowing and de-icing

The Corporation of the City of Temiskaming Shores is responsible for winter maintenance on:

Paved Roads	208.5 lane km
Surface Treated Roads	35.1 lane km
Unpaved Roads	172.9 lane km
Sidewalks	40.3 km*
Paths and Trails	9 km

**\*Note: Not all municipal sidewalks are maintained during Winter Operations, See Appendix B-01 and 02.**

For the purposes of this winter operations plan, the highways under the jurisdiction of the Corporation of the City of Temiskaming Shores have been classified (Class 2, 3,4, 5 & 6) as per the following table which is based on the Classification of Highways table included in O.Reg. 239/02 (as amended by O.Reg. 366/18).

### Classification of Highways

Average Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
53,000 or more	1	1	1	1	1	1	1
23,000 – 52,999	1	1	1	2	2	2	2
15,000 – 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

For the purposes of the table above to this section, the average daily traffic on a highway or part of a highway under the jurisdiction of the Corporation of the City of Temiskaming Shores shall be determined:

- a. by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- b. by estimating the average daily two-way traffic on the highway or part of the highway.

The table below summarizes the road system in the Corporation of the City of Temiskaming Shores as follows:

	Paved (L Km.)		Surface Treated (L Km.)		Unpaved (L Km.)	
	Rural	Urban	Rural	Urban	Rural	Urban
Class 1	0	0	0	0	0	0
Class 2	11.9	28.67	0	0	0	0
Class 3	12.12	7.13	3.22	0	0	0
Class 4	6.87	50.71	10.45	1.91	0	0
Class 5	4.29	77.54	0	11.14	40.9	11.34
Class 6	1.01	7.67	7.7	0.6	107.71	13.14

#### **4.2.0 Level of Service**

The Corporation of the City of Temiskaming Shores provides the following level of service during the winter maintenance season, in response to a winter event as described in O. Reg 239/02 and as amended by O. Reg 366/18.

##### **Patrolling**

- (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section.
- (2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions.
- (3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities.
- (4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. of the Regulation.

##### **Patrolling Frequency**

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

##### **Weather monitoring**

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the

weather, both current and forecast to occur in the next 24 hours, once per calendar day.

**Snow accumulation, roadways**

- (1) The minimum standard for addressing snow accumulation on roadways is,
  - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
  - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
    - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
    - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
  1. Patrolling highways.
  2. Performing highway maintenance activities.
  3. Supervising staff who perform activities described in paragraph 1 or 2.
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
  - (a) performing an actual measurement;
  - (b) monitoring the weather; or
  - (c) performing a visual estimate.

- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
  - (a) plowing the roadway;
  - (b) salting the roadway;
  - (c) applying abrasive materials to the roadway;
  - (d) applying other chemical or organic agents to the roadway;
  - (e) any combination of the methods described in clauses (a) to (d).
- (6) This section does not apply to that portion of the roadway,
  - (a) designated for parking;
  - (b) consisting of a bicycle lane or other bicycle facility; or
  - (c) used by a municipality for snow storage.

**Snow Accumulation - Roadways**

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

**Snow accumulation, significant weather event**

- (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,
  - (a) to monitor the weather in accordance with section 3.1 of the Regulation; and
  - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate

to do so.

- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

#### **Ice formation on roadways and icy roadways**

- (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
  1. Monitor the weather in accordance with section 3.1 of the Regulation.
  2. Patrol in accordance with section 3 of the Regulation.
  3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.
- (2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.
- (3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires after the

municipality becomes aware of the fact that a roadway is icy.

- (4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

### **Ice Formation Prevention**

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

### **Treatment of Icy Roadways**

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

### **Icy roadways, significant weather event**

- (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,
- (a) to monitor the weather in accordance with section 3.1; and
  - (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

**Snow accumulation on sidewalks**

- (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,
  - a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
  - b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.
- (2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.
- (3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.
- (5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,
  - (a) plowing the sidewalk;
  - (b) salting the sidewalk;
  - (c) applying abrasive materials to the sidewalk;
  - (d) applying other chemical or organic agents to the sidewalk; or
  - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

**Snow accumulation on sidewalks, significant weather event**

- (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,
  - (a) to monitor the weather in accordance with section 3.1; and
  - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

#### **Ice formation on sidewalks and icy sidewalks**

- (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,
  - (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
  - (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.
- (2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

- (3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

**Icy sidewalks, significant weather event**

- (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,
  - (a) to monitor the weather in accordance with section 3.1; and
  - (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

### **Winter sidewalk patrol**

- (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.
- (2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

### **Closure of a highway**

- (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.
- (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
  - (a) when a municipality passes a by-law to close the highway or part of the highway; and
  - (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

### **Declaration of significant weather event**

A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.

4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

#### **4.3.0 Winter Maintenance Season**

The winter maintenance season within which the Corporation of the City of Temiskaming Shores will perform winter highway maintenance commences on or about November 1<sup>st</sup>, 2021 and is completed on or about April 15<sup>th</sup>, 2022.

#### **4.4.0 Winter Preparations**

In the months prior to the start of the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores undertakes the following tasks to prepare for the upcoming winter season.

##### **4.4.1 Prior to the Winter Season**

Prior to the winter season, if required, prepare and call tenders for the supply of materials (salt, sand, liquid), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (plow trucks, spreader trucks, combination units). Prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Conduct a mandatory training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.
2. Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled between winter events, their duties during a winter event, recording keeping requirements and callout procedures and the de-icing chemicals to be applied for the forecast weather conditions.
3. Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs
4. Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.

5. Confirm that all guiderail, catch basin, hazard and fire hydrant markers, if any, are in place. Any missing markers will be replaced prior to the winter session.

#### **4.4.2 One Month Prior to the Winter Season**

One month prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Post the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Assign equipment to staff.
3. Calibrate material application equipment.
4. Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route (driving the route and noting obstacles along the route).
5. Assign staff to monitor weather forecasts on a daily basis. Assign night patrol shift if forecast indicates an overnight winter event is probable. The patrol person will be authorized to initiate a winter event response if conditions warrant a response.
6. Have a 25 % of the fleet ready to respond to a winter event.
7. Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

#### **4.4.3 Two Weeks Prior to the Winter Season**

Two weeks prior to the winter season the Corporation of the City of Temiskaming Shores will;

1. Begin regularly scheduled night patrol of representative roads that are maintenance Class 2 and 3 roads, as deemed necessary.
2. Have the required complement of the fleet ready to respond to a winter event.
3. Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

#### **4.4.4 Start of the Winter Season**

At the start of the winter season the Corporation of the City of Temiskaming Shores will;

1. Implement the winter shift schedule.
2. Begin patrolling representative roads in all maintenance classes.
3. Respond to winter events as per the winter operations plan.

#### **4.5.0 Winter Patrol**

During the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores carries out a winter patrol on a route of representative roads twice daily, 7 days a week. Between winter events a patrol of representative roads will occur during daylight hours and a second night patrol will be also be scheduled. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed and a winter event response is required. On the approach of a winter event or during a winter event the route of representative roads may be modified, insofar as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches.

The patrol person will be familiar with local conditions in their patrol area, and prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.

#### **4.6.0 Operations**

##### **4.6.1 Staffing and Hours of Work**

Four (4) regular crews for Public Works staff will be scheduled during the “Winter Operations Season” on a rotating basis. The winter maintenance season will commence on or about November 1<sup>st</sup> and finish on or about April 30<sup>th</sup> of each year. The start and finish dates of the winter maintenance season may be adjusted by management due to weather conditions.

Shift “D” Days	6:30 am to 3:00 pm
Shift “N” Nights	10:00 pm to 6:30 am
Shift “E” Evenings	3:00 pm to 11:30 pm

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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1	N	N	N	N	N	OFF	OFF
2	OFF	D,EP	D, EP	D, EP	D, EP	D, EP	OFF
3	DP, EP	D,	D	D	D	D, NP	NP
4	OFF	D,	D	D	D	D,	DP,EP

The Public Works staff will share the requirements of the winter maintenance shift duties. Each day and night shift (Sunday night to Friday day shift) should, at minimum, consist of one Heavy Equipment / Crew Leader, three Operators / Laborers and one Water / Sewer Operator. Evening and weekend patrol shifts shall consist of, at minimum, one Public Works staff person.

This schedule provides for 24 hours per day – 7 days per week operational coverage during the winter maintenance season and will improve response times during and after winter storm events.

A one-half hour lunch break will be provided beginning at 12:00 pm during the day shift and a ½ hour lunch break beginning at 3:00 am during the night shift and at 7:00 p.m. during the evening shift. All non-paid break periods do not include travel time to and from the work site.

From 6:30 am Monday to 3:00 pm Friday, the Road Superintendent or his approved alternate will provide the legislated road patrol requirements with the purpose of being informed of weather and roadway conditions.

From 3:01 pm Friday to 6:29 am Monday, the weekend day, evening and night shift Patrol Person or Heavy Equipment Operator / Crew Leader will provide the legislated road patrol requirements during their respective shifts with the purpose of being informed of weather and roadway conditions. These same Patrol Persons or Crew Leaders shall carry the “*on-duty*” cell phone and will respond to emergency calls. It is the responsibility of these individuals to contact to Superintendent or his approved alternate to arrange for additional operators, manpower or equipment as may be required.

A worker’s normal scheduled shift may be changed by a supervisor or his alternate at any time provided the supervisor or his alternate so advises the employee by no later than 4 hours after the completion of the employees last regularly scheduled shift.

Two, fifteen minute paid “coffee breaks” will be permitted through the shift period, the first break two hours after the shift start time and the other break two hours after the scheduled lunch break period. The fifteen-minute paid break period does not include travel time to and from the work site.

#### 4.6.1.1 Minimum Crew Size

A minimum number of operators are required to ensure compliance with this winter operations plan. Therefore, restrictions on time off will be governed by the limitations of the following chart.

<b>Operator classification</b>	<b>Limitation</b>
Heavy Equipment Operator	1 of 4
Equipment Operator	4 of 12
Water/Sewer Operators	2 of 4
Equipment Mechanic	1 of 2
Supervisors and Clerk	2 of 4

- But no more than two workers off per shift crew.

This limitation on time off will allow for a total of 14 workers available to deal with winter events. The supervisor will determine the need to re-schedule worker's shifts, if workers need to be held back on overtime or called-in so that the Public Works Department can provide for the necessary operators for a full winter event response. The use of part-time workers, supervisors and mechanics is available only as provided for in the current Collective Agreement.

#### **4.6.1.2 Contracts**

Contractors will be hired or contracted for winter maintenance operations to assist and/or supplement;

- Snow Removal and Hauling Operations

#### **4.6.2 Winter Materials used Annually**

##### **Materials Used Annually**

<b>Year</b>	<b>Rock Salt</b>	<b>Winter Sand</b>
2005	\$81,400	\$56,200
2006	\$35,200	\$73,600
2007	\$78,500	\$87,900
2008	\$106,400	\$90,250
2009	\$74,369	\$77,618
2010	\$95,102	\$64,922
2011	\$107,206	\$95,752
2012	\$125,965	\$75,440
2013	\$177,382	\$66,586
2014	\$177,185	\$100,143
2015	\$146,758	\$73,012

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2016	\$203,737	\$79,914
2017	\$178,245	\$81,785
2018	\$238,672	\$84,050
2019	\$193,915	\$143,808

### **4.6.3 Application Rates**

#### **4.6.3.1 Winter Sand**

Winter sand is applied to provide grit and traction on snow and ice and is typically used in weather conditions where the temperature is colder than -10C, on low volume roads and gravel roads where salt is not an option. The Ministry of Transportation has performed tests and has shown that the application of winter sand improves greatly the stopping distance of vehicles and improves safety of vehicular traffic.

Winter sand contains a measure of salt to prevent freezing of the material and to allow the material to smoothly flow out of the spreader units. The Ministry of Transportation standard is to produce winter sand between 3% to 5% sand/salt mix, which is the minimum amount of salt that the Ministry has determined is required to prevent freezing of the sand. The Ministry standard for the application of winter sand is 570 kg / 2-lane km.

However, in the City of Temiskaming Shores practice has been to apply a sand/salt mix based on operator experience. Intersections and hills get a higher application rate for safety reasons and low volume flat residential areas get a lower application rate. The city does not have electronic spreader controls in their sander units and therefore does not accurately know the exact rates of winter sand applied.

The City presently uses a 5% salt/sand mix ratio in its winter sand.

#### **4.6.3.2 Salt**

Most road authorities do not recommend the use of crushed rock salt when the ambient temperature is below -12C, although salt may be used down to -18C if strong sunlight is providing higher surface temperatures. The eutectic temperature of salt is -21C but as this temperature is approached the melting action becomes very slow. Ten times as much snow can be melted by a kg of salt at -1C as at -12C.

The need for treatment at -12C is much less than at temperatures closer to the freezing mark as tests have shown that an automobile will stop 25 meters earlier on glare ice at -12C than the same glare ice at -1C.

The City of Temiskaming Shores policy is to apply salt for Winter Control Services at an application rate of 131 kg / 2-lane km. This rate

of salt application is consistent with the lower end of the 130 to 170 kg / 2-lane km recommended by the Ministry of Transportation.

The greatest majority of salt applied to city roads is done on the secondary highways and high traffic roads, which are mostly included in Route "I". The City's vehicle does not have electronic controls and therefore salt is applied through a manual setting based on operator experience.

#### 4.6.4 Equipment – Winter Maintenance Fleet

The Public Works Department will continuously identify and assess new and innovative technologies to improve snow removal efficiency and significantly reduce the amount of road salts being applied to the roads.

New equipment purchases should investigate innovative practices and demonstrate the City's commitment to the safety of road users and the protection of the environment. Through product innovation, operators can continue making consistent decisions to achieve desired objectives.

The following table provides a list of municipal equipment used in the plowing and sanding operations for the city.

**Winter Equipment Inventory**

Unit	Year	Make	Model	Box Type	Spreader Type	Route
23	2014	International	7600	U Body	Electronic	<b>C</b> - Hlby-Country
24	2018	Freightliner	114SD	U Body	Electronic	<b>H</b> – Dymond East
25	2016	Freightliner	108SD	U Body	Electronic	Sander-South
26	2018	Freightliner	114SD	U Body	Electronic	<b>G</b> - Dymond West
27	2016	Freightliner	108SD	U Body	Electronic	Sander-North
31	2019	International	HV613	U Body	Electronic	<b>I</b> - Highway
40	2016	Trackless	MT6	Hopper	Electronic	Sidewalk South
41	2018	Trackless	MT7	Hopper	Electronic	Spare
42	2009	Trackless	MT6	Hopper	Electronic	Sidewalk North
43R	Rental	John Deere		N/A	N/A	<b>A</b> -Hlby-South

45	2011	John Deere	772GP	N/A	N/A	F - NL- North
52 R	Rental	John Deere		N/A	N/A	E - NL- Center
61 R	Rental	John Deere		N/A	N/A	D – NL - South
63	2012	John Deere	772G	N/A	N/A	B – Hlby North

#### 4.6.5 Yard Facilities

##### Winter Material Storage Capacities

Site	Rock Salt (t)	Winter Sand (t)	Covered Area
New Liskeard	250	5000	No
Dymond	Nil	1000	Yes
Haileybury	450	3000/2000	Yes / No

City staff is based primarily out of the main complex yard based at 200 Lakeshore Road, New Liskeard to provide Winter Maintenance Services. The north section, formerly known as Dymond may be dispatched from the Dymond Yard located at 181 Drive-in Theatre Road. The middle section, formerly known as New Liskeard is serviced out of the New Liskeard Yard located at 200 Lakeshore Road. The southern section, formerly known as Haileybury may be dispatched out of the Haileybury Yard located at 500 Broadway Street and a materials storage yard located on View Street.

The Superintendents will endeavor to schedule the next shifts work assignments by 2:30 pm each day. Workers are responsible to travel to their assigned work start locations. If a change occurs in a worker's assigned start location and the worker is not given advance notice and reports for work at the main complex yard, transportation to the new work start location will be provided from the main complex yard.

Evening Patrols (3:00 p.m. to 11:30 p.m.) commence at the New Liskeard Yard in November and service the entire city's transportation network. City staff is called in to perform work on an as-required basis until the end of April. The day shift is from 6:30 am to 3:00 pm and the night shift is from 11:00 pm to 7:30 am. In the event of a major storm requiring continuous equipment operations, equipment operators from the day shift may be re-scheduled. The evening shift may require additional help to ensure the safety of the transportation network.

#### **4.6.6 Roadway De-icing and Sanding**

Roadway de-icing and/or sanding needs initiate the winter maintenance operations when the first effects of a storm are felt in order to provide traction for traffic until the depth of snow has reached the operations start trigger, at which time plowing operations typically commence.

Road Supervisors are allowed some latitude regarding frequency and timing of salt and grit applications. Application rates have been harmonized across the City. These settings were established through past practices within our urban environment.

Salt placement will be on the crown or high side of the driving surface where there is a good cross fall allowing traffic to distribute the resulting brine over the road.

There are some road authorities that are beginning to use liquid de-icing chemicals in addition to solid salt. Literature and practice show that salt performance can be improved with liquids. However, one must be cautious when introducing such techniques. To date, established city practices do not include straight liquid chemical techniques.

The City of Temiskaming Shores present guideline is to apply a solid de-icer once snow starts to accumulate or "stick" on arterial roads. Timely application of chemicals is critical to preventing snow from sticking to roads. Without the timely application of chemicals, snow could easily bond to roads and, in turn, become difficult to plow, potentially causing road hazards. As snow accumulates, it is plowed to maintain safe driving conditions.

During and upon completion of winter maintenance operations, a daily log is maintained and updated, indicating roadway winter maintenance activities carried out.

#### **4.6.7 Snow Plowing**

Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard. The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.

During the regular Monday to Friday, day or night shifts, winter maintenance procedures will be initiated by the Road Superintendent or his alternate based on existing and forecasted weather and road conditions. Monitoring of weather forecasts, patrol reports and other information, as may be available, may allow preparations for winter

maintenance operations to be initiated prior to the beginning of an actual event.

During the evening shift, night shift, weekend shifts or on a statutory holiday, winter maintenance procedures will be initiated by the Patrol Person or Heavy Equipment Operator/Crew Leader designated. The designated Patrol Person or Heavy Equipment Operator/Crew Leader will be responsible for roadway patrol to inform him of changing road and weather conditions and he will make the appropriate call to the Superintendent or his approved alternate, to arrange for additional manpower, operators or equipment as required.

#### 4.6.8 Snow Removal and Disposal

As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.

Experience over the years has shown that the City has the capability and capacity to remove and dispose of 2700 cubic meters of snow per night shift. One average snowstorm requires three-night shifts to complete all required removal work in approved designated areas.

Snow removal involves the use of in-house snow blowers, front-end loaders, motor graders and city owned dump trucks as well as contracted dump trucks.

#### List of Snow Storage Areas

Site	Location	Area	Volume
1	Shepherdson Road / Bolger	New Liskeard	71,000
2	Craven Drive *	New Liskeard	34,000
3	Birch Drive Ravine	New Liskeard	3,900
4	Bay Street off Lakeshore Road	New Liskeard	25,000
5	Montgomery Street off Melville	New Liskeard	9,700
6	Montgomery Street off Melville	New Liskeard	4,500
7	Dawson Point Road at McKelvie	New Liskeard	44,000
8	Haliburton Street West Ravine	New Liskeard	700
9	Pine Street Ravine	New Liskeard	900
10	Laurette Street North	Dymond	10,000
11	Behind Quality Inn off Raymond	Dymond	14,600
12	Morrissette Drive East	Haileybury	47,000

13	Lakeview Street off Park	Haileybury	25,500
14	Birch Street at Groom	Haileybury	6,000
15	Station Street at Groom	Haileybury	5,600
16	Meridian Avenue near Medical Centre	Haileybury	12,900

**Note:** New Liskeard has a maximum capacity of 192,700 cubic meters, Dymond has 24,600 cubic meters and Haileybury has 97,000 cubic meters. The total available storage area for the City is 323,000 cubic meters.

#### **4.6.8.1 City By-laws and Ordinances**

There are two bylaws used extensively by the Public Works Department during winter maintenance operations; Traffic By-law and Snow Disposal By-law, excerpts are included in Appendix “F”.

#### **4.6.9 Sidewalk Service Standards**

Sidewalks are classified in accordance with the associated pedestrian traffic and proximity to schools, seniors’ buildings, downtown business areas and high-volume roadways.

The objective is to make the sidewalk as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (24) hours. The trigger to start plowing operations is 10 cm snow accumulation.

The objective is to treat the icy sidewalk as soon as practicable after becoming aware that the sidewalk is icy, and is accordance with the standard.

There are two maps included in the Appendix “B” that specify which sidewalks have been approved for winter maintenance. Those not shown as being maintained are considered to be closed for the period covered by the Winter Operations Plan.

#### **4.6.10 Parking Lot Service Standards**

Parking lots/laneways are classified in accordance with the associated vehicular traffic and proximity to downtown business areas and municipal buildings.

The objective is to make the parking lot as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (48) hours. Staff priority will be given to plowing and sanding/salting roadways and sidewalks.

The objective is to treat the icy parking lots/laneways as soon as practicable after becoming aware that the parking lot/laneway is icy, and normally within (16) hours.

There are three maps included in the Appendix "C" that specify which parking lots/laneways have been approved for winter maintenance.

#### **4.6.11 Vulnerable Areas**

Currently the salt vulnerable areas within the City of Temiskaming Shores have been identified as:

- The Wabi River particularly at low flow (flows in the Wabi River are controlled by the South Temiskaming Dam and impacts from the discharge of salt laden run off could be more pronounced during these periods);
- Lake Temiskaming
- Moose Creek
- South Wabi Creek
- Mill Creek
- Dickson Creek
- Areas associated with groundwater recharge zones or shallow water table, with medium to high permeability soils; and
- Salt vulnerable vegetation along roadways.

Reducing salt-laden runoff to these areas will be the result of successfully implementing the 4-R's of Salt Management: right material, right amount, right time, right place.

#### **4.6.12 Weather Monitoring**

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

In order to determine an effective winter event response and allocate the appropriate resources the Corporation of the City of Temiskaming Shores supplements road patrol information with weather information from various sources which includes:

- Observations from municipal staff, communication with staff of adjacent municipalities and MTO contractors.
- Monitoring websites [www.theweathernetwork.com](http://www.theweathernetwork.com)
- Staff monitoring pavement temperatures by means of on-board infrared thermometers which are mounted on the patrol and other trucks, and;
- Local Radio Station - CJTT FM 104.5

#### **4.6.13 Communications**

All Public Works Department winter maintenance vehicles are equipped with high band radios capable of transmitting and receiving on the following frequencies: transmitting – 170.490 and receiving – 165.885 mhz. Each vehicle is assigned a unique call number and can communicate with other city Public Works vehicles, the Superintendents and the Public Works Clerk located at the Operation Division yard at 200 Lakeshore Road.

Reporting hazards and accidents to the Police, Fire or Ambulance Services can be accomplished through the Public Works Clerk.

The City provides a call service which serves as the main hub for in/outgoing calls from staff, emergency services and the general public

The Call Service:

- Can be reached by calling (705) 647-6220 during business hours
- Can be reached by calling (705) 648-5575 after business hours
- Typical call timings (during winter season) are 24 hours. (Transferred to Patrol Persons Cellular Phone after Regular Hours)
- Is in operation (during winter season) 7 days a week.
- Municipality communicates important information to the public via:
  - CJTT 104.5 FM Radio
  - City Website - [www.temiskamingshores.ca](http://www.temiskamingshores.ca)
  - Public Works Facebook Page

#### **4.6.14 Call Out Procedures**

Operational decisions will be made by the Superintendent of Transportation Services or his/her designate with the aid of available

forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the Supervisor or Patrol Person to respond to a winter event is warranted. It is vital therefore that the Supervisor or Patrol Person records the prevalent conditions and relevant information when he/she makes a decision.

The Patrol Person shall inform the Supervisor of changing of road and weather conditions observed in the field. When a winter event response is required the Supervisor or his/her designate will contact the Crew Leader by radio or cellular phone. The Supervisor or his/her designate will contact staff as per the shift schedule and direction given by the Supervisor or his/her designate. In the absence of the Superintendent, the Superintendent of Environmental Services, Manager of Environmental Services or the Manager of Transportation Services shall be his/her designate and initiate a call out in response to a winter event.

#### Call-out Chart

Forecast	Call-out Response			
	Class 2	Class 3	Class 4	Class 5
Less than 10 cm	Call-out plow operations near end of storm or when <b>5 cm</b> of snowfall has accumulated  If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations near end of storm or when <b>8 cm</b> of snowfall has accumulated and maintain collector routes with plow / spreader combination unit.  No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if <b>8 cm</b> of snow fall has accumulated and maintain collector routes with plow / spreader combination unit.  No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if <b>10 cm</b> of snowfall has accumulated  No call-out of sander unless roads become slippery
More than 10 cm	Call-out plow operations when <b>5 cm</b> of snow has accumulated.  If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations when <b>8 cm</b> of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow operations when <b>8 cm</b> of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow/spreader truck when <b>10 cm</b> of snow has accumulated. Reschedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out combination plow/sander units if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

#### 4.6.15 Road Closure Procedure

In the event a specific road must be closed due to a severe winter storm, appropriate signs will be placed to close the road. Rb-92 Road Closed Signs on portable stands, TC-54 flexible drums and barricades will be available at the New Liskeard Main Complex.

Upon receiving a request from the Ontario Provincial Police or the Manager of Transportation Services to close a road to traffic, the Supervisor or his/her designate will organize manpower and equipment to place the signs and barricades. The Supervisor or his/her designate will contact the Works Clerk and request that a media release (Appendix E) be sent to the local news and radio stations advising of the road closure.

Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Supervisor or his/her designate will advise the Ontario Provincial Police and the Manager of Transportation Services of the situation and arrange to send the media release.

#### **4.7.0 Decommissioning Winter Operations**

After the winter season (identified in 4.3.0) expires Corporation of the City of Temiskaming Shores undertakes the following tasks to decommission winter operations.

##### **4.7.1 Two Weeks After the Winter Season Ends**

Two weeks after the winter season ends;

1. Cease regularly scheduled winter night patrols;
2. Continue monitoring weather forecasts. Assign night patrol shift if forecast indicates an overnight winter event is probable.
3. Decommission 50 % of the fleet.

##### **4.7.2 One Month After the Winter Season Ends**

One month after the winter season ends;

1. Cease all winter highway maintenance operations
2. Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

#### **4.8.0 Training**

The Corporation of the City of Temiskaming Shores will maintain a comprehensive winter maintenance training program that demonstrates the purpose and value of new and existing procedures and ensure that personnel are competent to carry out their duties.

All Public Works Department staff directly involved in winter maintenance will be required to participate in courses to provide assurance of the competency level for all operators.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

#### **4.9.0 Record Keeping**

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

The Public Works Department will maintain an annual log that contains total quantities of sand and salt usage along with weather data reports. Shift reports shall comprise of the following:

The date will be recorded as Day/Month/Year. It will be written in a numerical format (dd/mm/yy). The time shall be documented using the 24-hour clock format, and will be notarized (print and sign name) by the person(s) completing the report.

- (a) Areas maintained;
- (b) Material used (sand and/or salt);
- (c) Quantities of material used;
- (d) Shift hours; and
- (e) Pavement and air temperature

Always retain the original copy of documents regardless of their appearance. Writing must be legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

Records will be completed daily and forwarded to the Works Clerk upon completion, for retention.

## **5.0 Plan Improvement**

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt. Over the next ten years the Corporation of the City of Temiskaming Shores plans to undertake the improvements as listed in Table 1. This list will be reviewed and updated annually.

## **6.0 Monitoring and Updating**

The purpose of monitoring and updating is to provide a basis for continuous improvement of the winter operations plan and the winter maintenance policies, practices and procedures of the Corporation of the City of Temiskaming Shores.

At the end of the winter season, as identified in 4.3.0, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Corporation of the City of Temiskaming Shores shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of 2015/16 will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual cm of snow accumulation from the benchmark year
- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
- % change (+/-) in the total number of days with freezing rain from the benchmark year

- % change (+/-) in the total number of continuous winter event responses from the benchmark year
- % change (+/-) in the total number of spot winter event response from the benchmark year

Monitoring the salt used:

- % change (+/-) in the total number of winter event hours from the benchmark year
- % change (+/-) in the total tonnes of salt purchased annually from the benchmark year
- % of applications where discharge rates exceeded
- % change (+/-) in the total tonnes of salt applied annually per system km per winter event

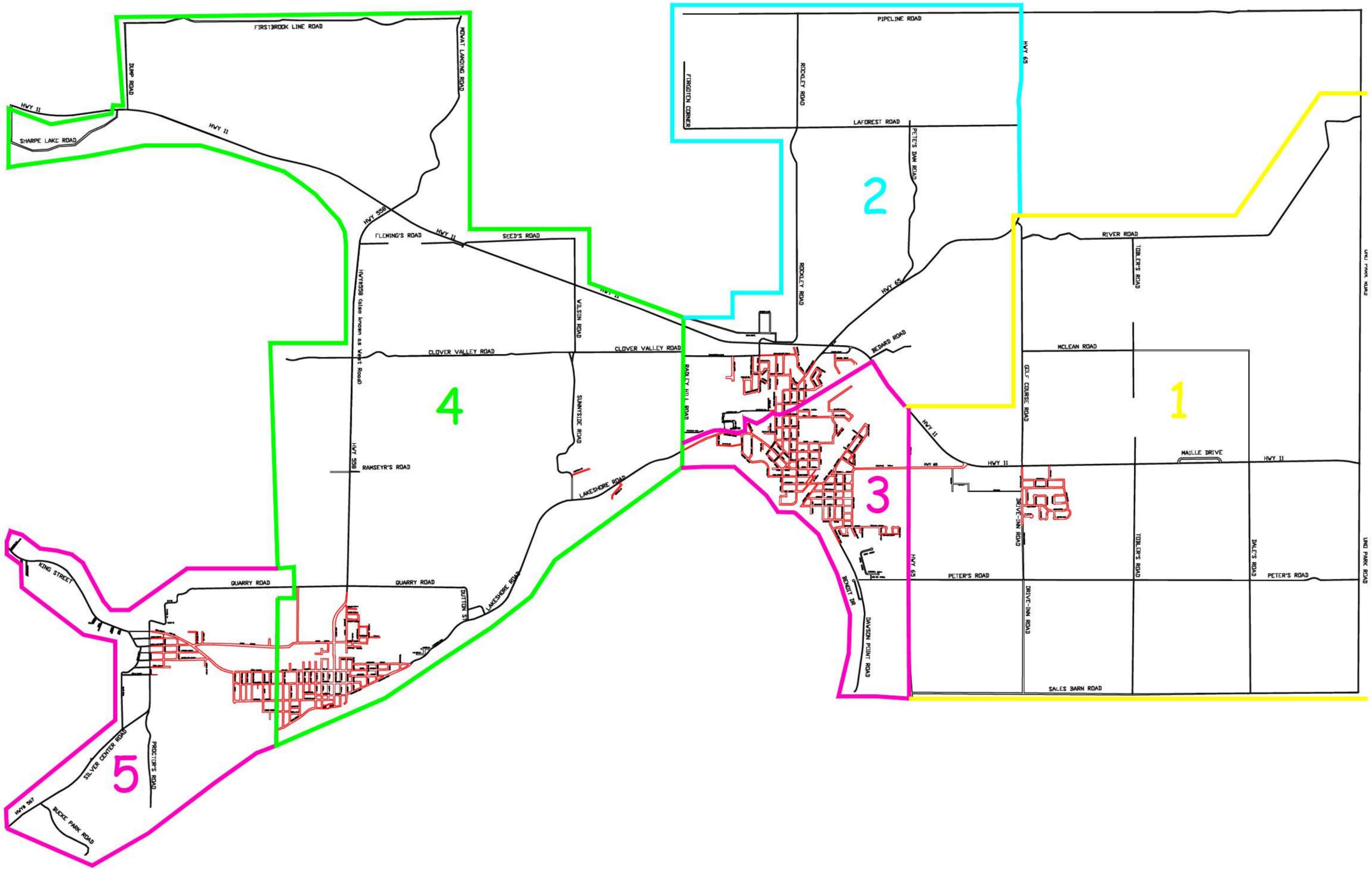
Ensuring customer satisfaction:

- % change (+/-) in the total number of winter event responses that meet or exceed the level of service policy from the benchmark year
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year

## 7.0 Notes

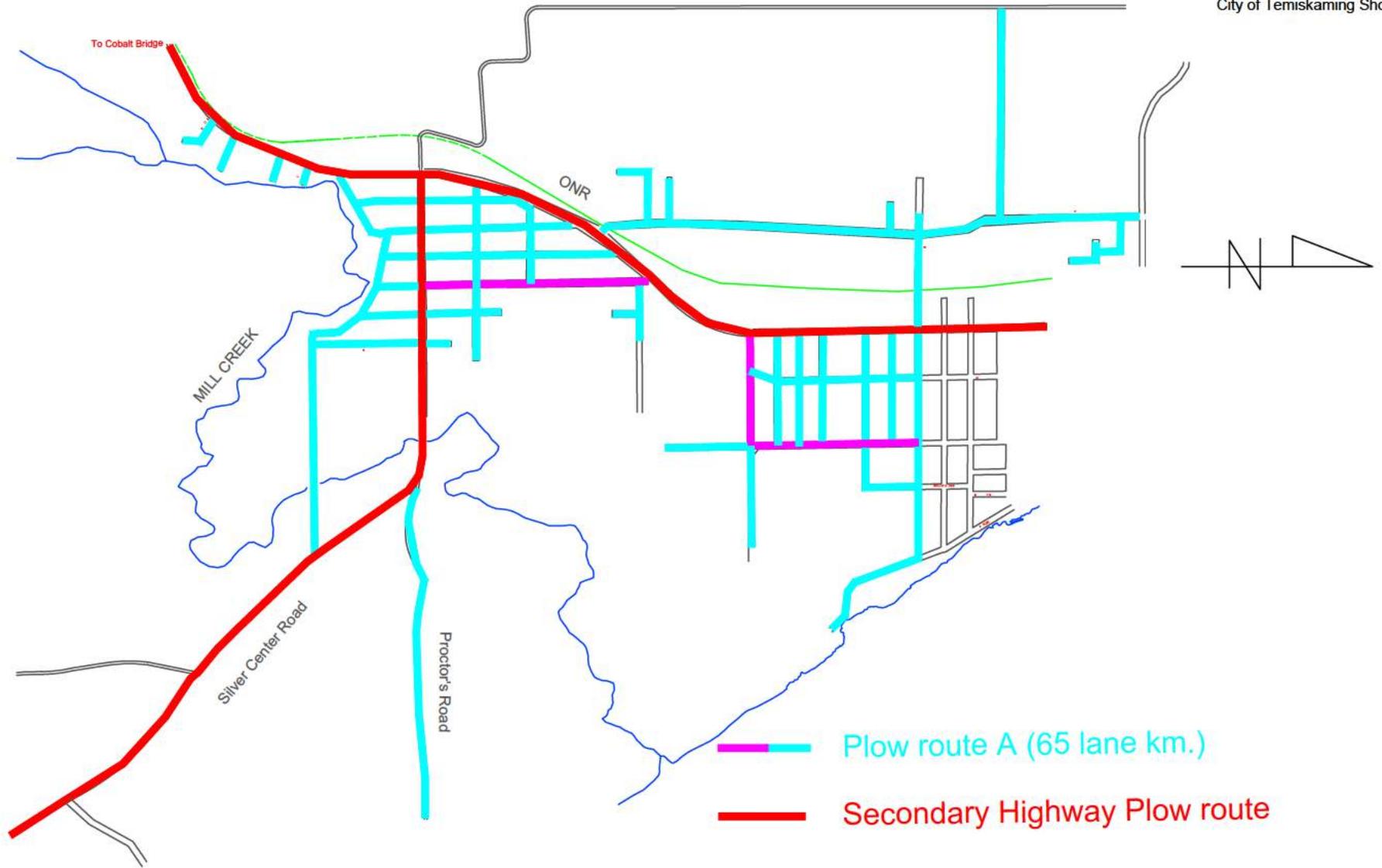
- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in this document. In such cases, attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.
- Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- The order of priority for winter maintenance operations during a storm is Class 2 through Class 6 roads and Priority 1 then Priority 2 sidewalks. Sidewalks will be plowed at the same time as roads if and whenever possible.

## Appendix A – Plow Routes



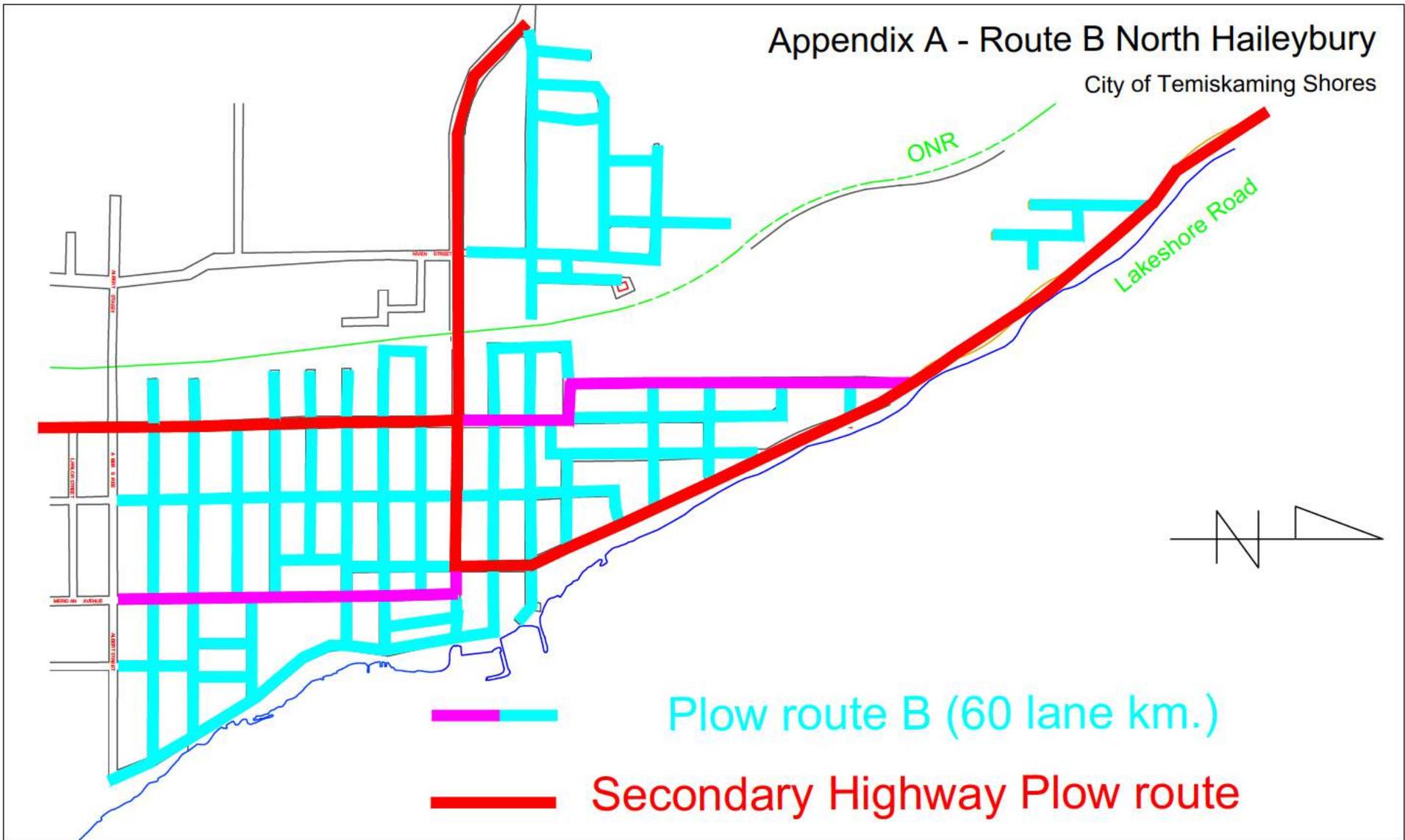
Appendix A - Route A Haileybury South

City of Temiskaming Shores



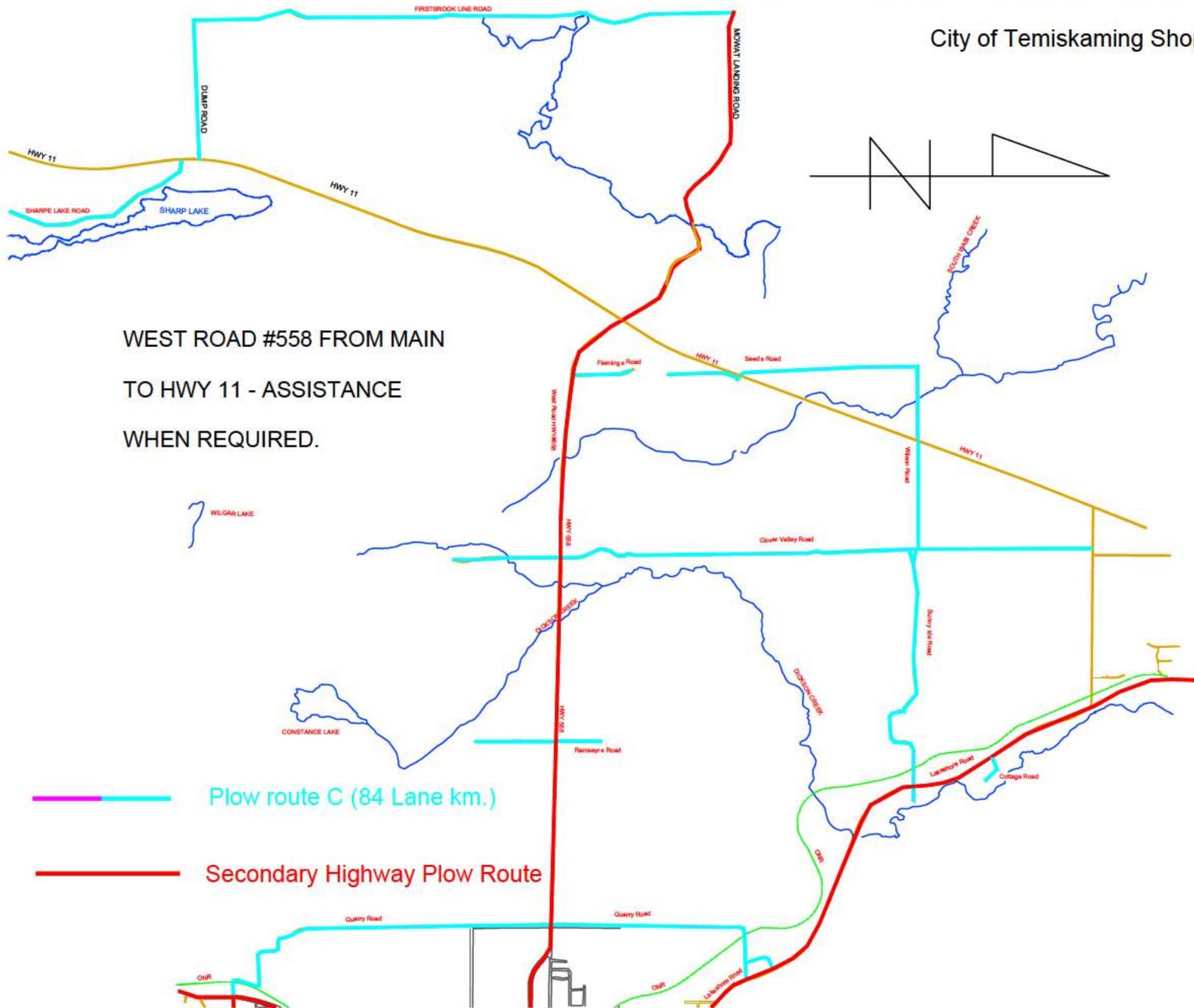
# Appendix A - Route B North Haileybury

City of Temiskaming Shores



# Appendix A - Route C West Haileybury

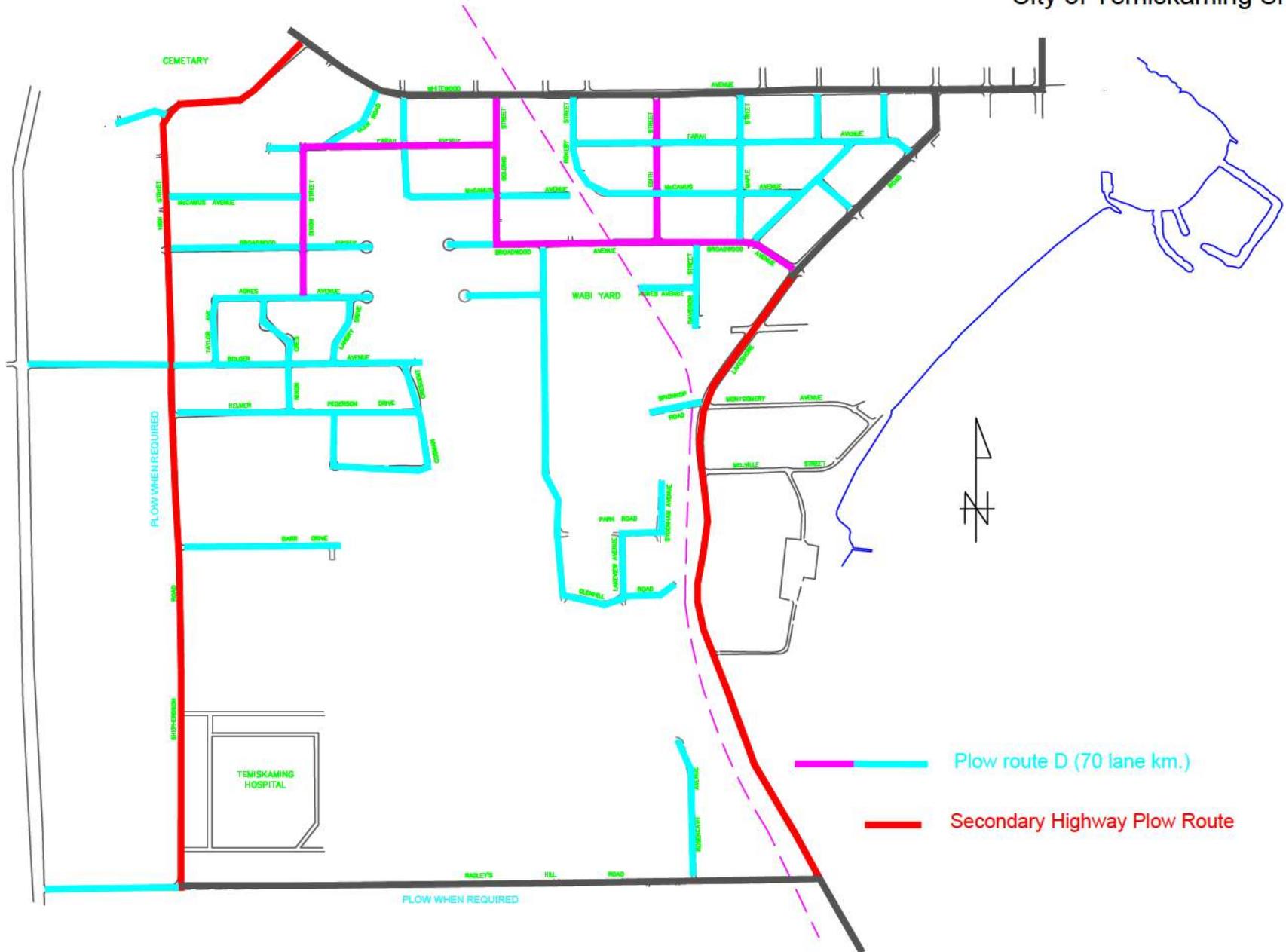
City of Temiskaming Shores



WEST ROAD #558 FROM MAIN  
TO HWY 11 - ASSISTANCE  
WHEN REQUIRED.

-  Plow route C (84 Lane km.)
-  Secondary Highway Plow Route

# Appendix A - Route D South New Liskeard City of Temiskaming Shores

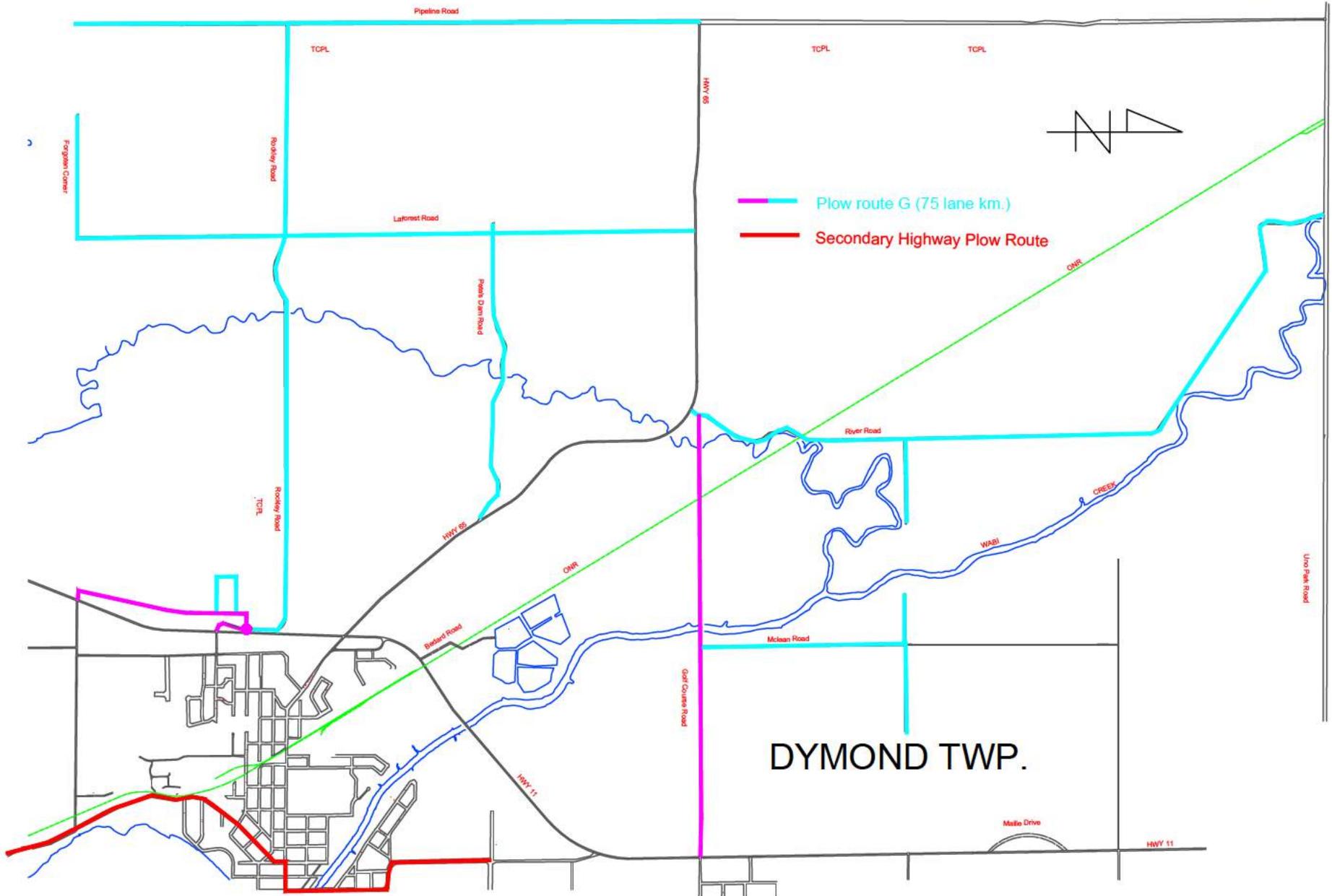






# Appendix A - Route G West Dymond

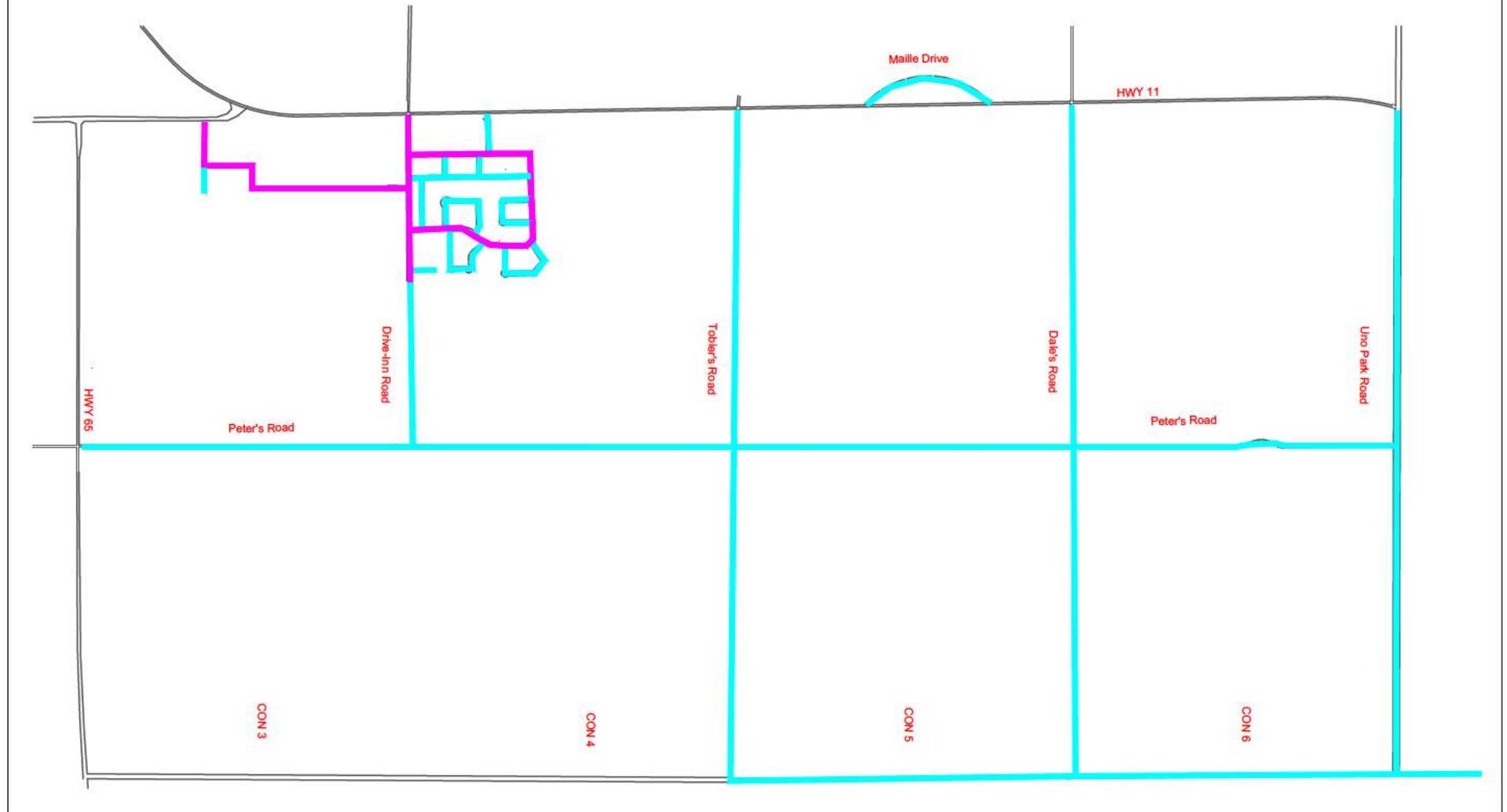
City of Temiskaming Shores



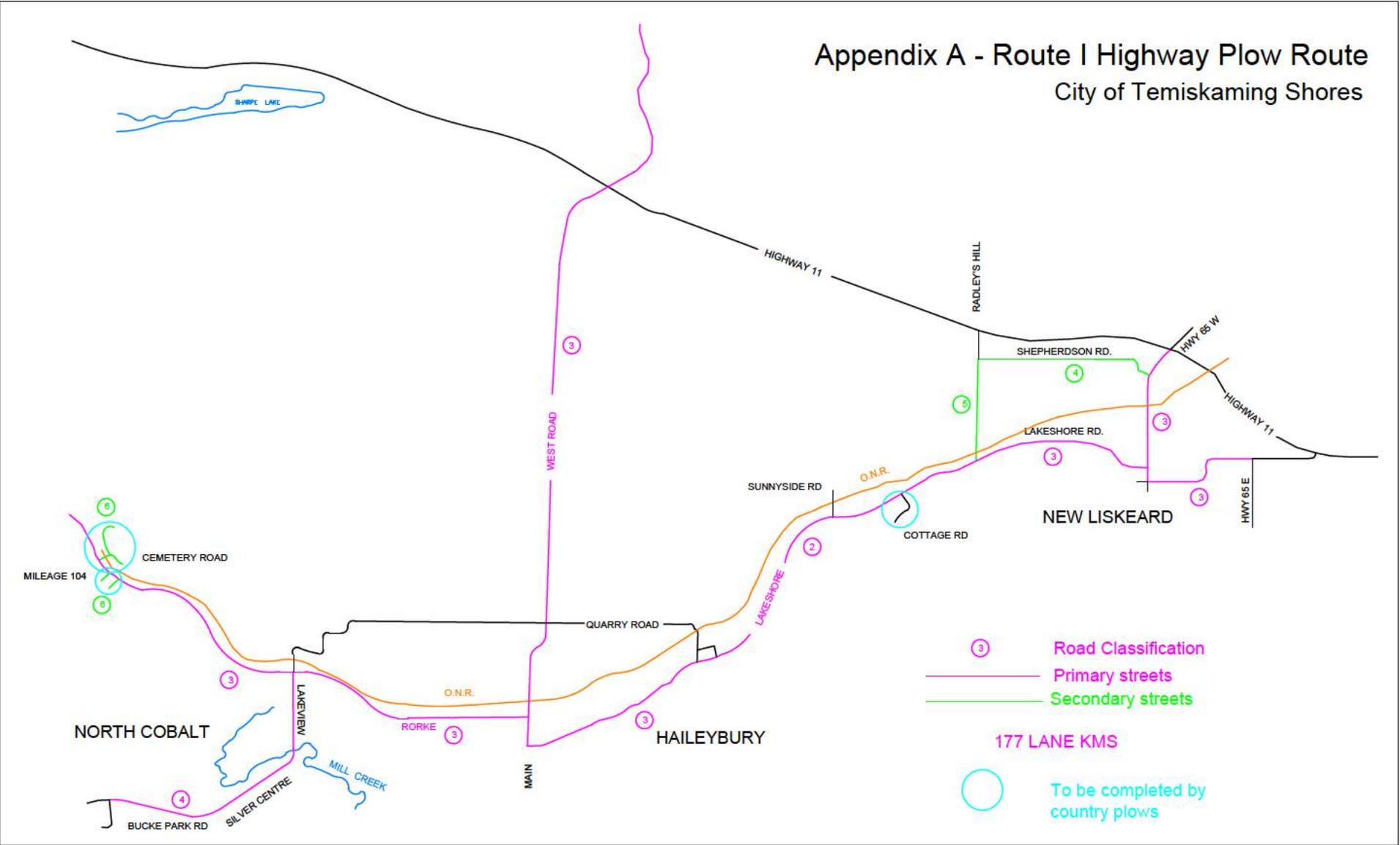
# Appendix A - Route H East Dymond

City of Temiskaming Shores

Plow route H (65 lane km.)



# Appendix A - Route I Highway Plow Route City of Temiskaming Shores



## Appendix B – Sidewalk Routes

# Appendix B - 01 New Liskeard

TO HWY 65

Hessle Avenue

Niven St. N.

Whitewood Ave.

## City of Temiskaming Shores

New Liskeard Area

Sidewalk Snow Removal Areas

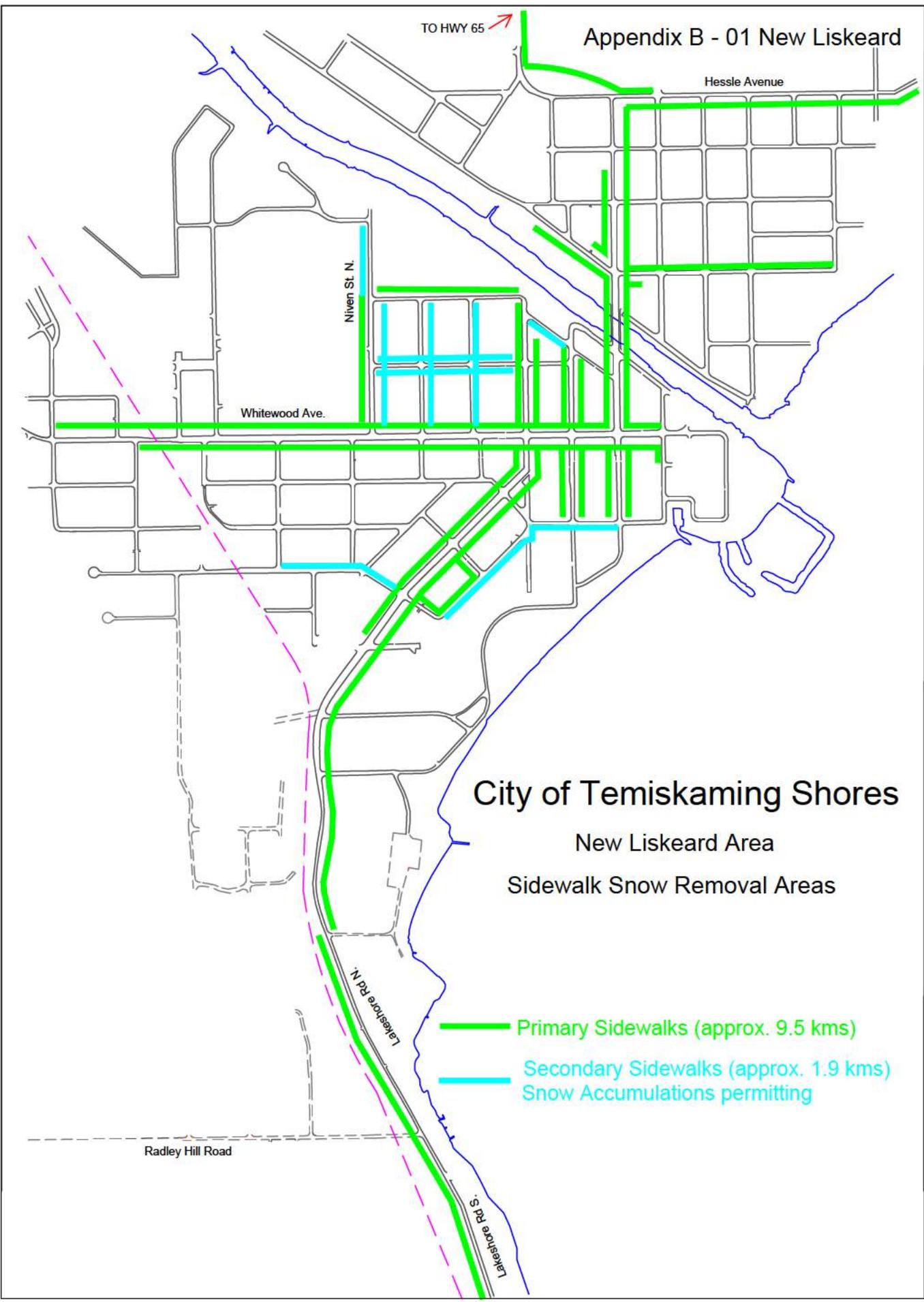
Primary Sidewalks (approx. 9.5 kms)

Secondary Sidewalks (approx. 1.9 kms)  
Snow Accumulations permitting

Radley Hill Road

Lakeshore Rd. N.

Lakeshore Rd. S.



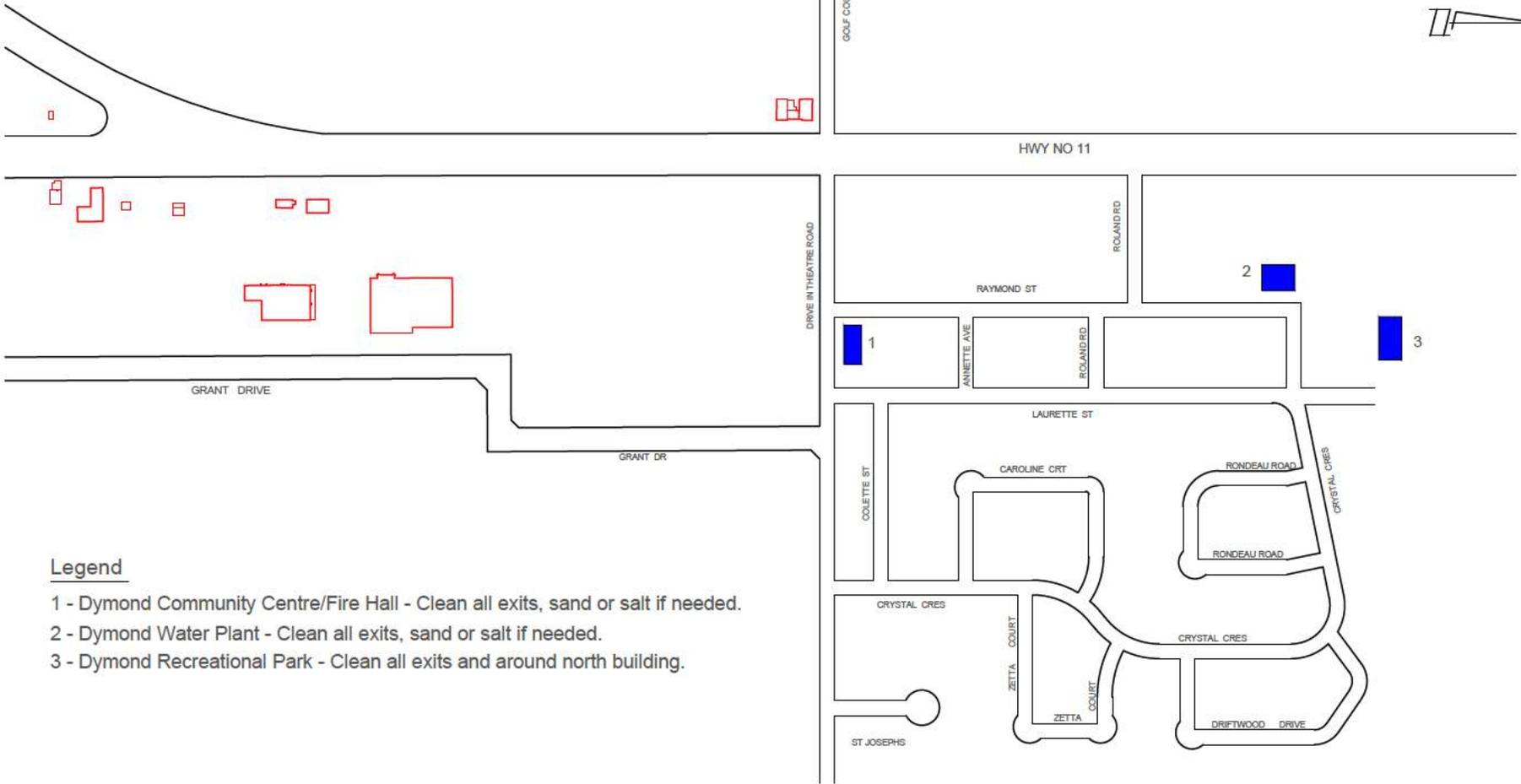
Appendix B - 02 Haileybury  
City of Temiskaming Shores  
Sidewalk Snow Removal



— CLEAN AND SAND (approx. 10.6 kms)

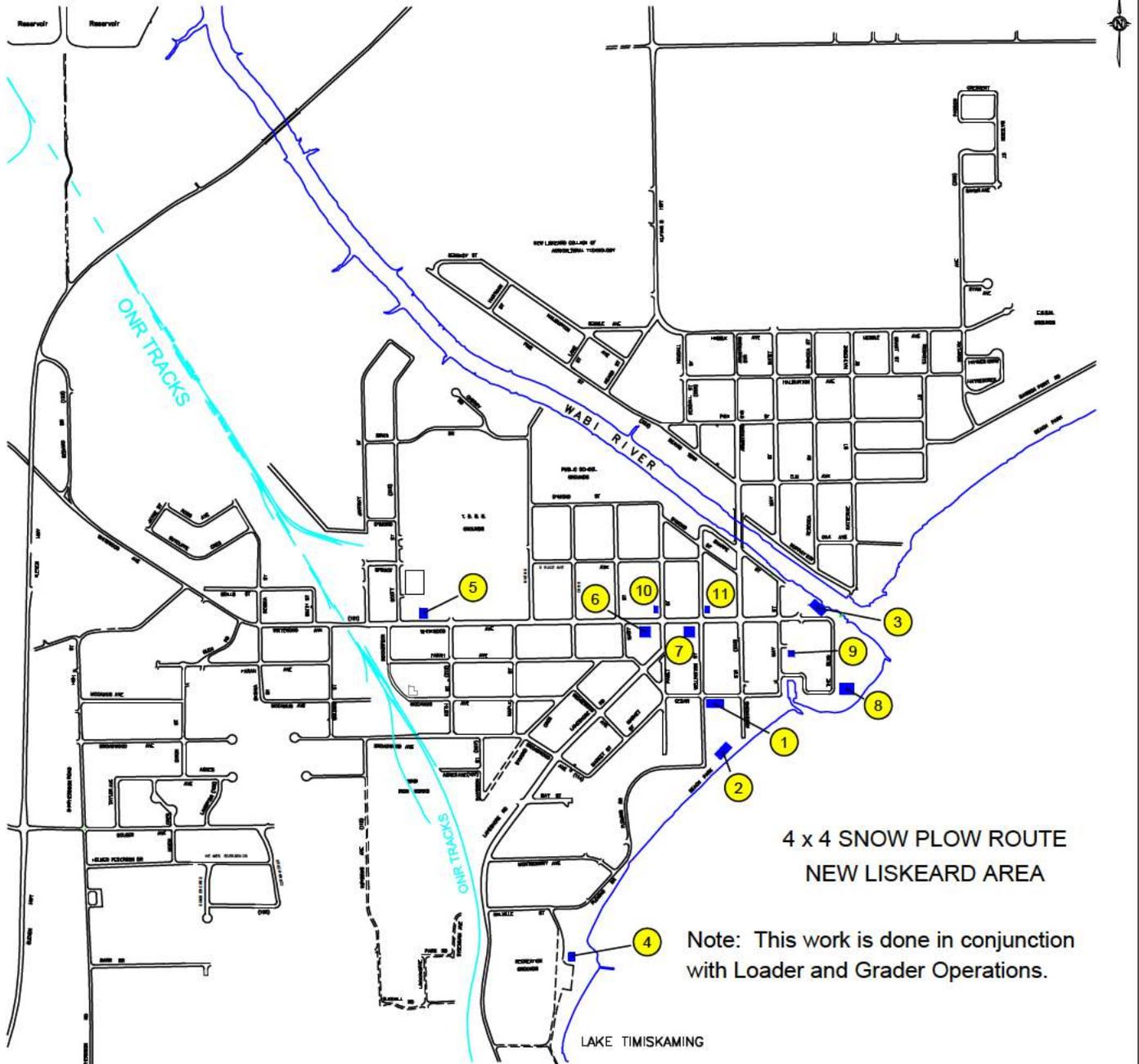
## Appendix C – Lots & Lanes

# Appendix C - 01 Dymond 4 x 4 Plow Truck City of Temiskaming Shores



**Legend**

- 1 - Dymond Community Centre/Fire Hall - Clean all exits, sand or salt if needed.
- 2 - Dymond Water Plant - Clean all exits, sand or salt if needed.
- 3 - Dymond Recreational Park - Clean all exits and around north building.



**4 x 4 SNOW PLOW ROUTE  
 NEW LISKEARD AREA**

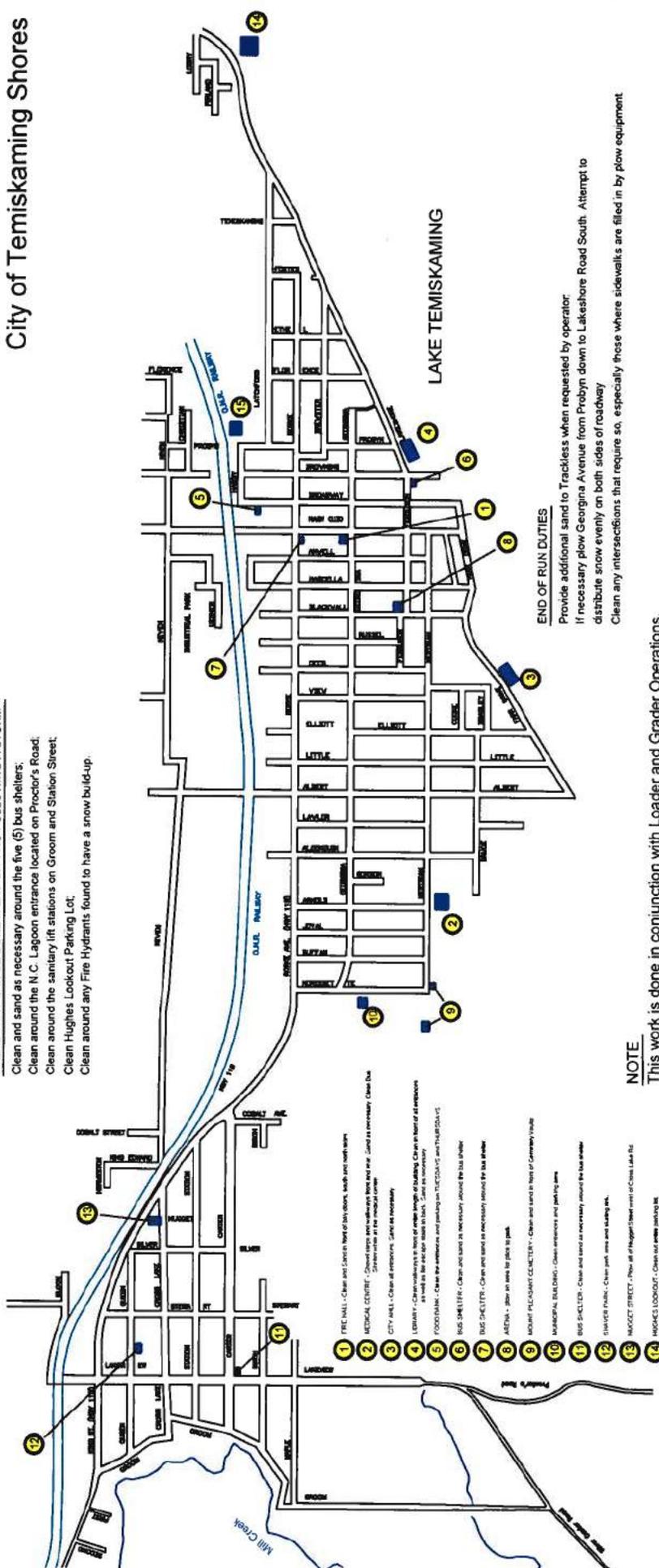
Note: This work is done in conjunction with Loader and Grader Operations.

- ① ARENA - Clean front doors and all exits, sand or salt if needed.
- ② POOL FITNESS - Clean front steps and all exits from back deck over to Roosters, sand or salt front steps.
- ③ RIVERSIDE PLACE - Clean front of entire length of building, all exists and turn around. Sand or salt if needed.
- ④ PLAYSHOP - Portable Bldg. - Clean all exists, sand or salt if needed.
- ⑤ MEDICAL CENTRE - Clean all exists, sand or sal if needed.
- ⑥ COMMUNITY HALL - Clean all exits and fire routes, boiler room and Cancer Care door at south end, Legion sidewalk on east side, sand or salt if needed.
- ⑦ LIBRARY - Clean both the north and south exits, keep ice chipped at South exit. Sand or salt if needed.
- ⑧ JOHN'S TACKLE BOX - Clean front doors and parking lot. Sand and salt as needed.
- ⑨ LIONS CLUB SHED - Clean in front of 12' doors.
- ⑩ ⑪ BUS SHELTERS - Clean and sand as necessary around the bus shelters.

# Appendix C - 03 Haileybury 4 x 4 Plow Truck City of Temiskaming

## AREAS THAT CAN BE DONE A DAY OR TWO FOLLOWING A STORM

- Clean and sand as necessary around the five (5) bus shelters;
- Clean around the N.C. Lagoon entrance located on Proctor's Road;
- Clean around the sanitary lift stations on Groom and Station Street;
- Clean Hughes Lookout Parking Lot;
- Clean around any Fire Hydrants found to have a snow build-up.



1. FIRE HALL - Clean and sand as necessary around the fire hall.
2. MEDICAL CENTRE - Clean and sand as necessary around the medical centre.
3. CITY HALL - Clean and sand as necessary around the city hall.
4. LIBRARY - Clean and sand as necessary around the library.
5. FOOD BANK - Clean and sand as necessary around the food bank.
6. BUS SHELTERS - Clean and sand as necessary around the bus shelters.
7. BUS SHELTERS - Clean and sand as necessary around the bus shelters.
8. ARTS - Clean and sand as necessary around the arts centre.
9. MOUNT PELICAN CENTRE - Clean and sand as necessary around the Mount Pelican Centre.
10. MUNICIPAL BUILDING - Clean and sand as necessary around the municipal building.
11. BUS SHELTERS - Clean and sand as necessary around the bus shelters.
12. SHAWNEE PARK - Clean and sand as necessary around the Shawnee Park.
13. MARKET STREET - Clean and sand as necessary around the Market Street.
14. HUGHES LOOKOUT - Clean and sand as necessary around the Hughes Lookout.
15. BUS SHELTERS - Clean and sand as necessary around the bus shelters.

## END OF RUN DUTIES

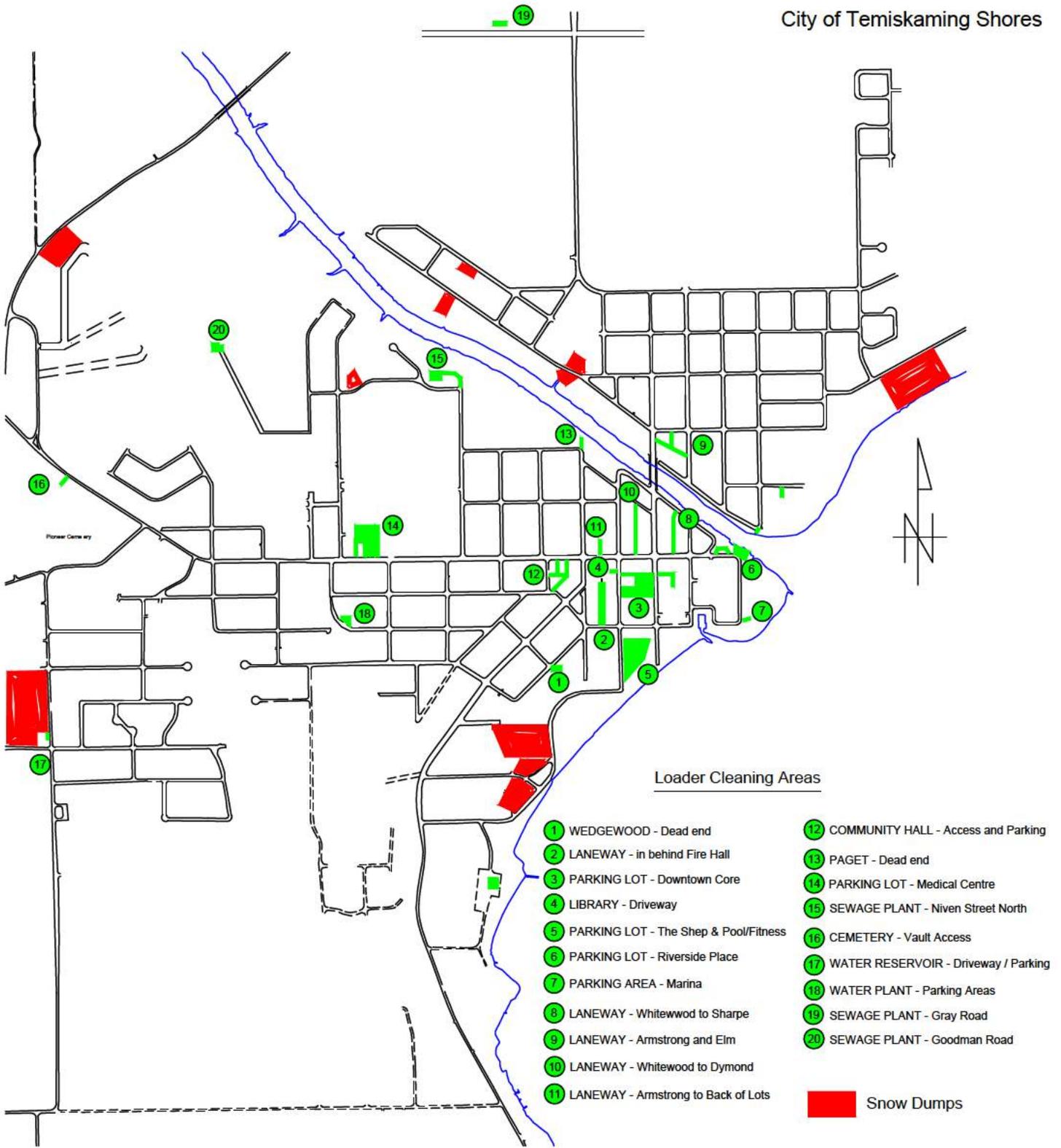
Provide additional sand to Trackless when requested by operator.  
If necessary plow Georgina Avenue from Probyn down to Lakeshore Road South. Attempt to distribute snow evenly on both sides of roadway.  
Clean any intersections that require so, especially those where sidewalks are filled in by plow equipment.

## NOTE

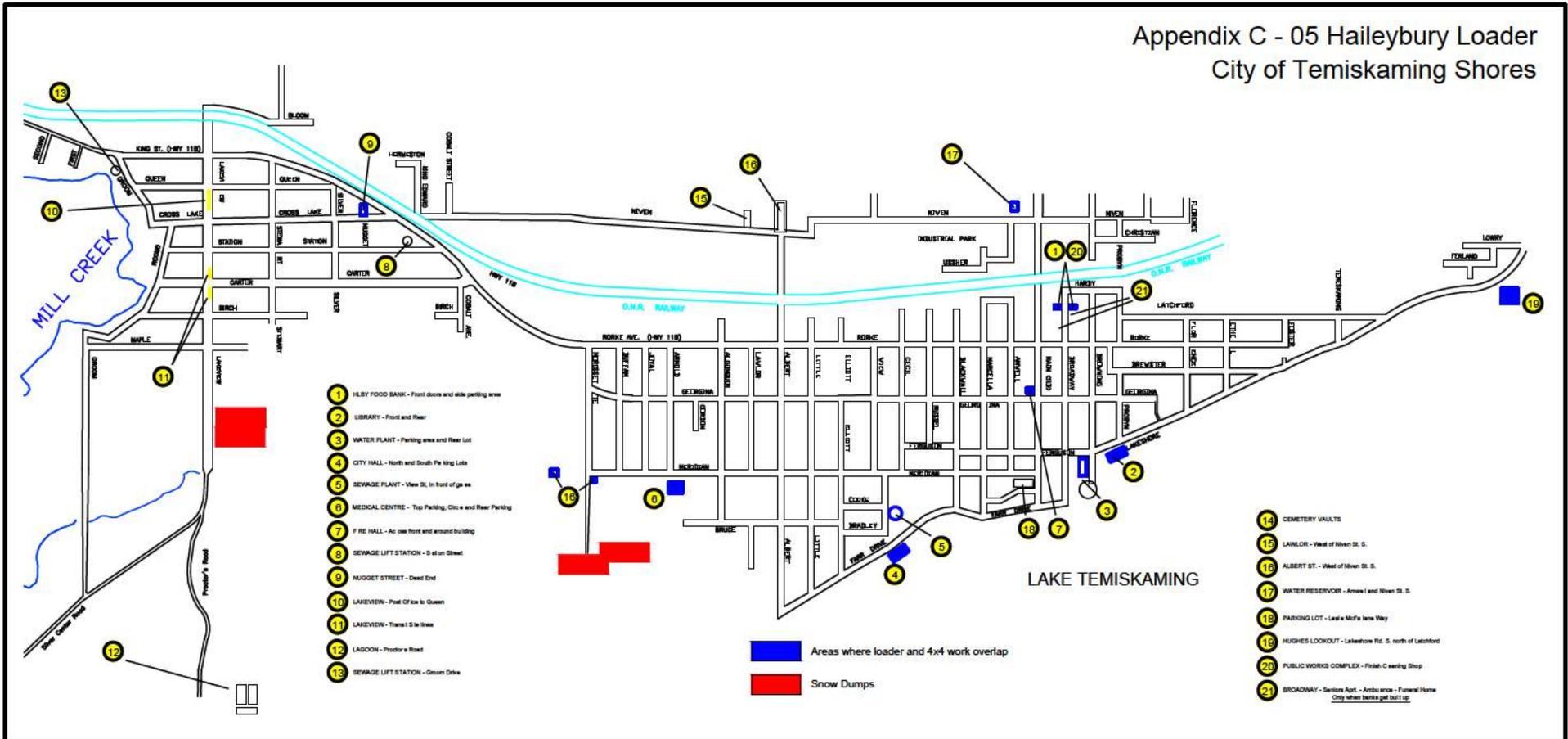
This work is done in conjunction with Loader and Grader Operations.

# Appendix C - 04 New Liskeard Loader / Snow Dumps

City of Temiskaming Shores

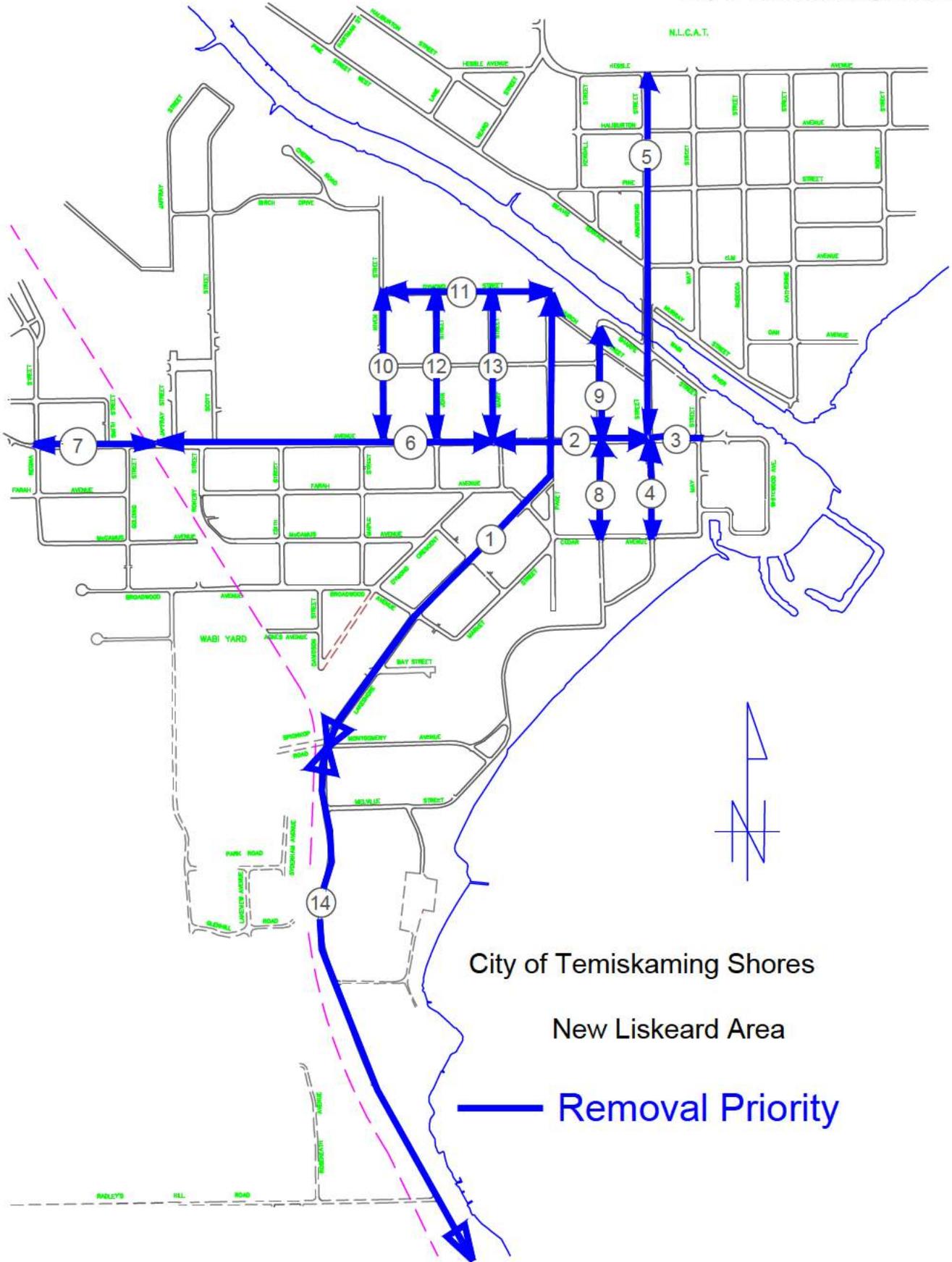


# Appendix C - 05 Haileybury Loader City of Temiskaming Shores



## Appendix D – Snow Removal

Appendix D - 01 New Liskeard Snow Removal Program  
City of Temiskaming Shores

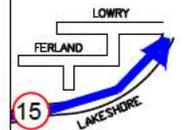
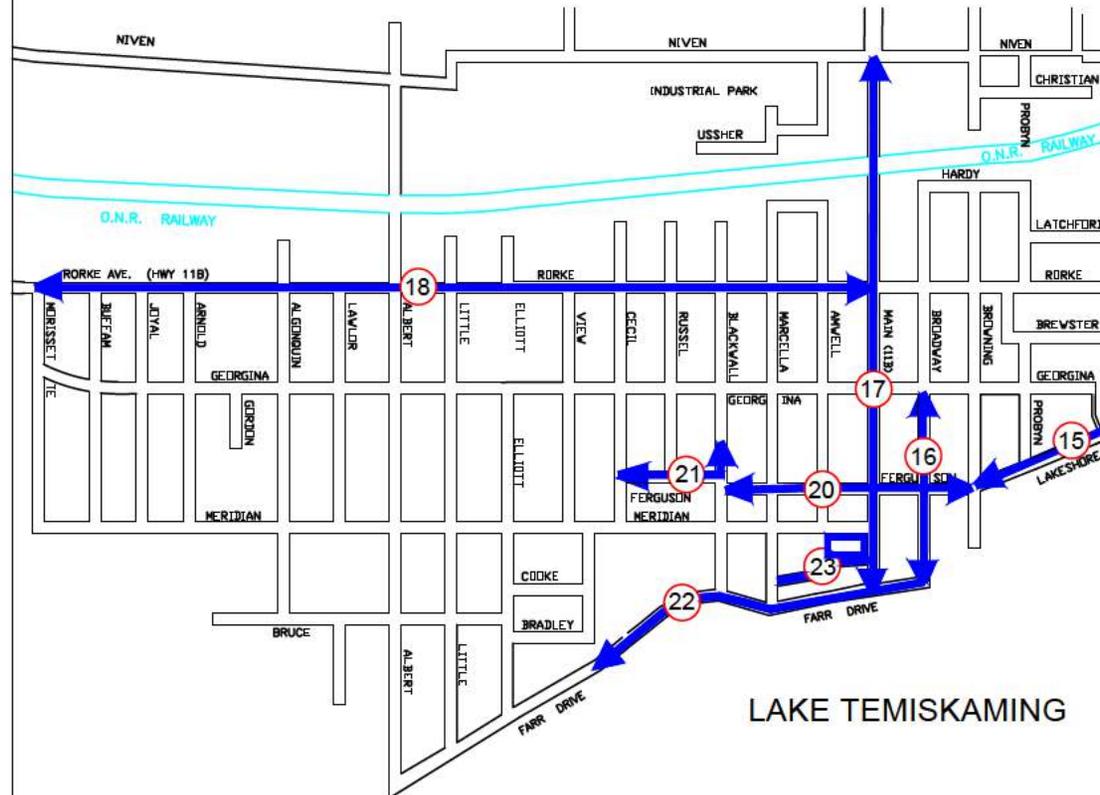
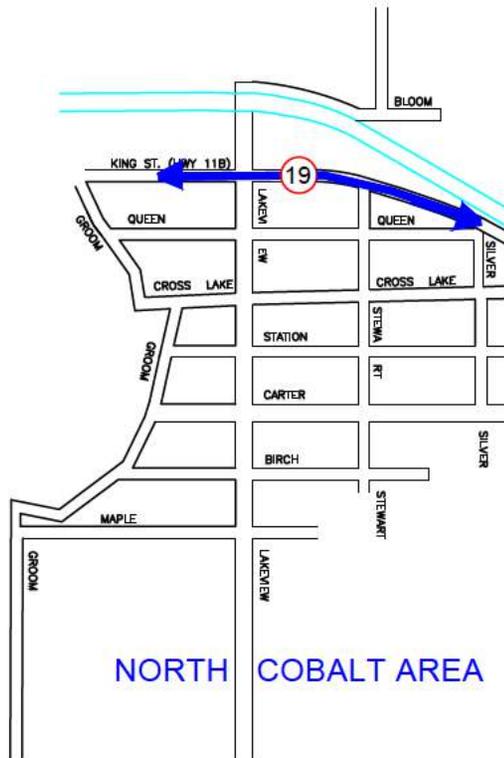
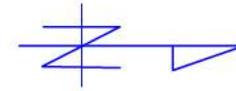


City of Temiskaming Shores  
New Liskeard Area  
— Removal Priority

Appendix D - 02 Haileybury Snow Removal Program  
City of Temiskaming Shores

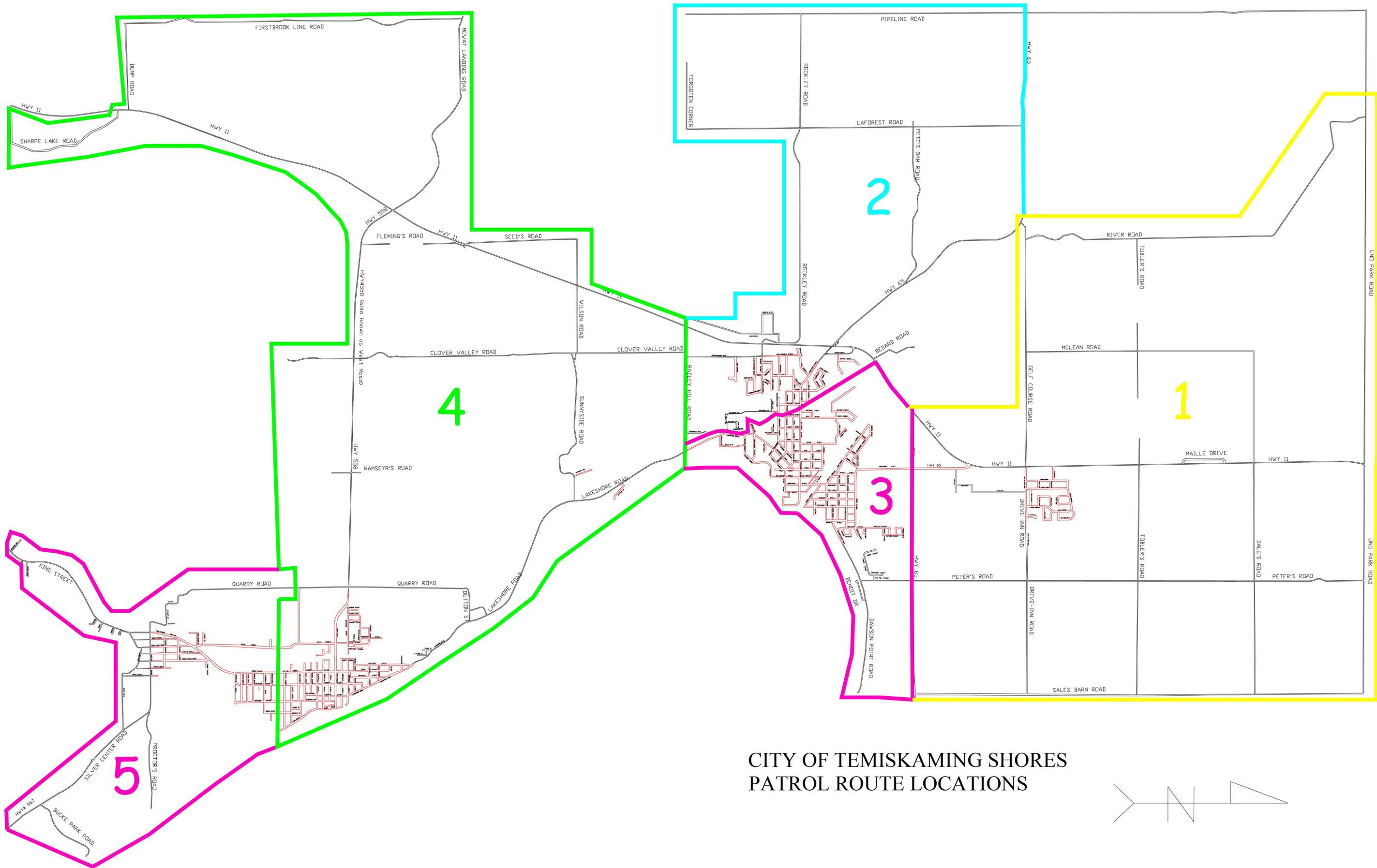
REMOVAL PRIORITY

HAILEYBURY AREA

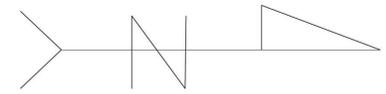


LAKE TEMISKAMING

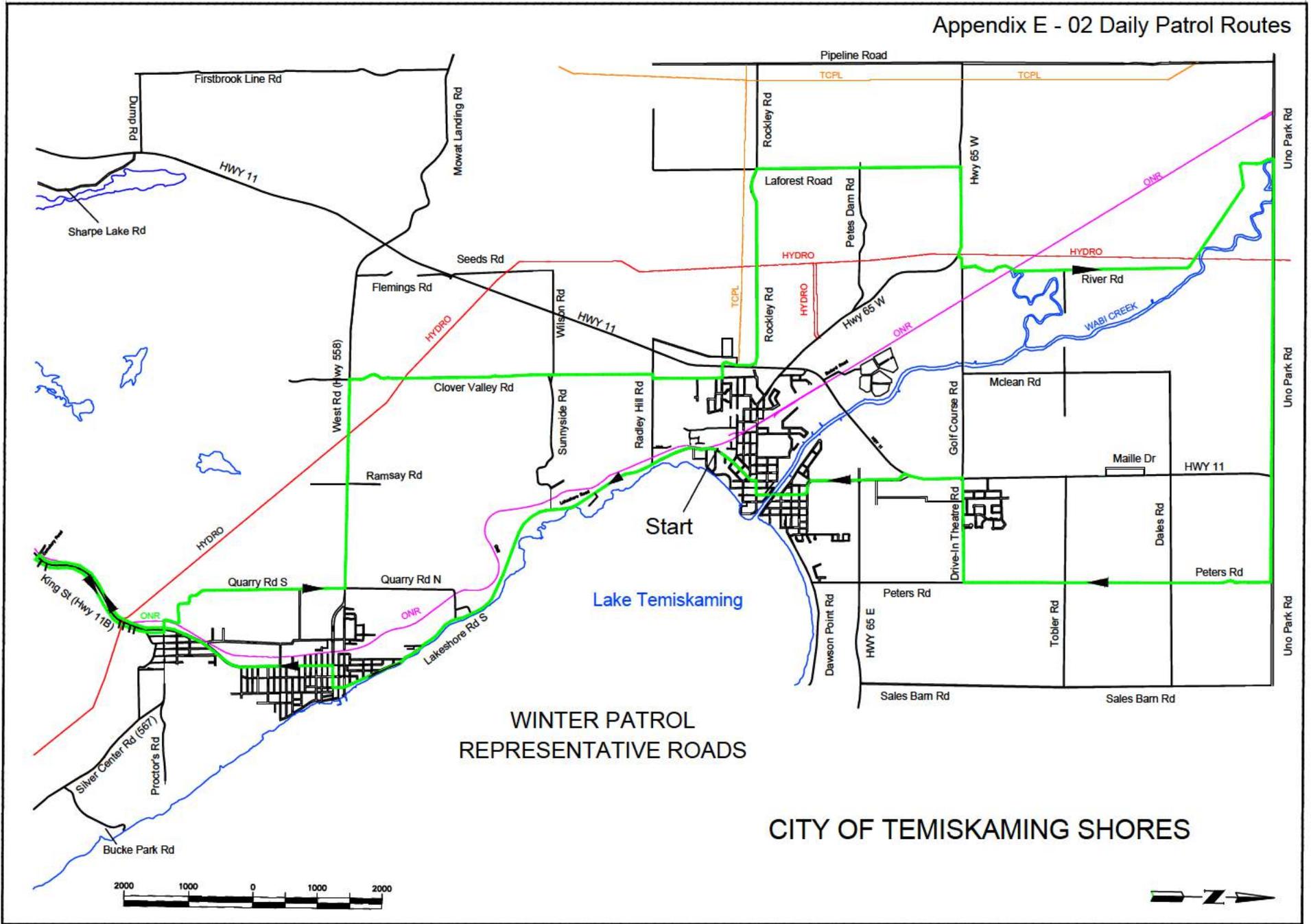
## Appendix E – Patrols



CITY OF TEMISKAMING SHORES  
PATROL ROUTE LOCATIONS



# Appendix E - 02 Daily Patrol Routes



WINTER PATROL  
REPRESENTATIVE ROADS

CITY OF TEMISKAMING SHORES





# Work Order Request

City of Temiskaming Shores  
Public Works Department  
325 Farr Drive – City Hall  
P.O. Box 2050  
Haileybury, ON P0J 1K0

Work Order No.: **WO-2021 - \_\_\_\_\_**

To: \_\_\_\_\_

From: \_\_\_\_\_

Date: \_\_\_\_\_

### Description of Work Requested

How Identified:	Date:	Time:

**Special Considerations**

Signature: \_\_\_\_\_

Deadline for completion: \_\_\_\_\_

### Description of Work Performed

Repairs Performed by:		<input type="checkbox"/> As Noted Above
		<input type="checkbox"/> As Described Below
Supervisor (print):	Signature:	Completion Date:



## Media Release - Road Closed

Date: \_\_\_\_\_ Time: \_\_\_\_\_

### For Immediate Release

Due to a severe winter storm Ontario Provincial Police advise that the following roads in Corporation of the City of Temiskaming Shores are impassable due to drifting and blowing snow and have been closed to traffic.

Road Name	From	To

The Ontario Provincial Police advise that these roads will remain closed until the storm subsides and driving conditions improve.

For further Information, contact the City of Temiskaming Shores Public Works Department at 705-647-6220.

## Appendix F – By-laws



**EXCERPT FROM BY-LAW 2008-069  
BEING A BY-LAW TO REGULATE TRAFFIC AND PARKING  
OF VEHICLES IN THE CITY OF TEMISKAMING SHORES**

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**SECTION 5.9 OF SCHEDULE "A" TO BY-LAW NO. 2008-069**

**Prohibition - Overnight Parking - Offence**

*No person shall stop, stand or park a vehicle on any street or City owned parking lot between the hours of 12:00 a.m. to 7:00 a.m. during the period of November 1<sup>st</sup> in one year to March 31<sup>st</sup> of the next year.*

Certified true copy

**David Treen  
Municipal Clerk**

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

**BY-LAW NO. 2009-159**

**BEING A BY-LAW TO REGULATE THE REMOVAL AND RELOCATION OF SNOW  
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 removal and relocation of snow 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** Section 10(2) 6 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes Council to pass bylaws respecting the health, safety and well-being of persons;

**AND WHEREAS** Section 27 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws with respect to highways over which it has jurisdiction;

**AND WHEREAS** Section 128 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may prohibit with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

**AND WHEREAS** Section 425(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides 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 a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act ;

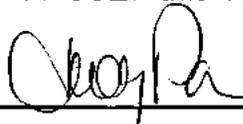
**AND WHEREAS** Section 446(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under any Act or under a by-law under any Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

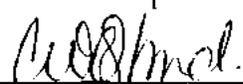
**AND WHEREAS** Section 446(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may recover costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as taxes.

**NOW THEREFORE** the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That Council adopts a by-law to regulate the removal and relocation of snow within the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That all by-laws respecting the removal, relocation and disposal of snow enacted by the former Town of Haileybury (more specifically By-law 94-6), the former Town of New Liskeard (more specifically By-law 1319), the former Township of Dymond (more specifically By-law 1355) and amendments thereto, are hereby repealed.
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, SECOND and THIRD TIME** and **FINALLY PASSED** this 15<sup>th</sup> day of December, 2009.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**SCHEDULE "A" TO BY-LAW NO. 2009-159**

**BEING A BY-LAW TO REGULATE REMOVAL AND RELOCATION OF SNOW IN THE  
CITY OF TEMISKAMING SHORES**

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**PART 1  
GENERAL PROVISIONS**

**SECTION**

**1.1 Short Title**

This By-Law shall be cited as the "Snow Removal By-law".

**1.2 Scope**

The provisions of this By-law shall apply to all property within the geographic limits of the City of Temiskaming Shores, except where otherwise provided.

**1.3 Enforcement**

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Police Officer*.

**1.4 Conflicts with other by-law**

Where a provision of this By-law conflicts with a provision of another by-law in force in the City of Temiskaming Shores, the provisions 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.

**PART 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 purposes of this By-law.

**SECTION**

**2.1 "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*.

**2.2 "City"** means the Corporation of the City of Temiskaming Shores.

**2.3 "City Property"** means any land situated within the City which is owned by the City or controlled by the City by lease or otherwise.

**2.4 "Council"** means the *Municipal Council* of the *City* of Temiskaming Shores.

**2.5 "Municipality"** means the land within the geographic limit of the City of Temiskaming Shores.

**2.6 "Person"** means an individual, firm or corporation.

## SECTION

- 2.7** "Police Officer" means a member of the Ontario Provincial Police service.
- 2.8** "Private Property" means property which is privately owned and is not *City* property.
- 2.9** "Provincial Offences Act" means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.10** "Sidewalk" means any municipal walkway, or that portion of a *street* between *curb* lines or the lateral lines of a roadway, and the adjacent property line, primarily intended for use by *pedestrians*.
- 2.11** "Street" means a common and public highway, *street*, *roadway*, *crescent*, *avenue*, *parkway*, *driveway*, *square*, *place*, *bridge*, *viaduct*, *trestle* or other such place designated and intended for, or used by the general public for the passage or *parking* of *vehicles* and includes the area of land between the lateral property lines thereof.

## PART 3 REGULATIONS

### SECTION

- 3.1** **Deposit of Snow**  
No *person* shall deposit, or cause to be deposited, any snow, ice, or other debris, on any *City property* or *street* from off of his or her property or any other *private property*.
- 3.2** **Re-Deposit of Snow**
- 3.2.1** No *person* shall move snow within a *street* or allow snow to be moved from one side of the cleared portion of the *street* intended for vehicular and pedestrian traffic, to the other side of the *street*.
- 3.2.2** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to encroach on the cleared portion of the *street* intended for vehicular and pedestrian traffic.
- 3.2.3** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to obstruct the normal visibility or the safe movement of vehicular and pedestrian traffic on the *street*.

**PART 4  
PENALTIES**

**SECTION**

- 4.1** 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 provided in Appendix "1", shall be liable to a fine not exceeding \$5,000.00.

Where an offence is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

**PART 5  
VALIDITY**

**SECTION**

**5.1** **Validity of By-law**

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 effect 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" OF Schedule "A"**  
**TO BY-LAW NO. 2009-159**

**SET FINES FOR BY-LAW NO. 2009-159**

<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	Deposit snow on <i>City property</i> .	Section 3.1	\$100.00
2	Re-Deposit snow from one side of <i>street</i> to the other.	Section 3.2.1	\$100.00
3	Re-Deposit snow to cleared portion of <i>street</i> .	Section 3.2.2	\$100.00
4	Re-Deposit snow so as to obstruct visibility.	Section 3.2.3	\$100.00

**Note: The general penalty provision for the offences listed above is Schedule A section 4.1 of By-law No. 2009-159, a certified copy of which has been filed.**

## Appendix G – Winter Parking Notice

**NOTICE – OVERNIGHT PARKING**

**Effective November 1<sup>st</sup>, 2021**

**to March 31<sup>st</sup>, 2022**

By-law No. 2008-069 prohibits the parking of vehicles on municipal streets  
or City-owned parking lots between the hours of

**12:00 a.m. to 7:00 a.m.**

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

**NOTICE – OVERNIGHT PARKING**

**Effective November 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022**

By-law 2008-069 prohibits the parking of vehicles on municipal streets  
or City-owned parking lots between the hours of  
**12:00 a.m. to 7:00 a.m.**

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Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363

## **PSA NOTICE – OVERNIGHT PARKING**

**Effective November 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022**

By-law No. 2008-069 prohibits the parking of vehicles on municipal streets  
and City-owned parking lots between the hours of

**12:00 a.m. to 7:00 a.m.**

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

Appendix H –  
Minimum Maintenance Standards

**Municipal Act, 2001**  
**Loi de 2001 sur les municipalités**

**ONTARIO REGULATION 239/02**  
**MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS**

**Consolidation Period:** From May 3, 2018 to the [e-Laws currency date](#).

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

***This Regulation is made in English only.***

**Definitions**

1. (1) In this Regulation,

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“cm” means centimetres;

“day” means a 24-hour period;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a sidewalk, roadway or shoulder;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather” means air temperature, wind and precipitation.

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

(a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or

(b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE  
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

**Application**

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

**Purpose**

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

**Patrolling**

3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE  
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

**Weather monitoring**

3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

**Snow accumulation, roadways**

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
  - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
  - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
  - (a) performing an actual measurement;
  - (b) monitoring the weather; or
  - (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
  - (a) plowing the roadway;

- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
  - (a) designated for parking;
  - (b) consisting of a bicycle lane or other bicycle facility; or
  - (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE  
SNOW ACCUMULATION - ROADWAYS

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

**Snow accumulation on roadways, significant weather event**

**4.1** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

**Snow accumulation, bicycle lanes**

**4.2** (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.

(2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.

(3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.

(4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,

- (a) plowing the bicycle lane;
- (b) salting the bicycle lane;
- (c) applying abrasive materials to the bicycle lane;
- (d) applying other chemical or organic agents to the bicycle lane;
- (e) sweeping the bicycle lane; or

(f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE  
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

O. Reg. 366/18, s. 7.

**Snow accumulation on bicycle lanes, significant weather event**

**4.3** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

**Ice formation on roadways and icy roadways**

**5.** (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- 1. Monitor the weather in accordance with section 3.1.
- 2. Patrol in accordance with section 3.
- 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1  
ICE FORMATION PREVENTION

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2  
TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

**Icy roadways, significant weather event**

**5.1** (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

**Potholes**

**6.** (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1  
POTHOLES ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1000 cm <sup>2</sup>	8 cm	7 days
4	1000 cm <sup>2</sup>	8 cm	14 days
5	1000 cm <sup>2</sup>	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2  
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm <sup>2</sup>	8 cm	7 days
4	1500 cm <sup>2</sup>	10 cm	14 days
5	1500 cm <sup>2</sup>	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3  
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm <sup>2</sup>	8 cm	7 days
2	1500 cm <sup>2</sup>	8 cm	7 days
3	1500 cm <sup>2</sup>	8 cm	14 days
4	1500 cm <sup>2</sup>	10 cm	30 days
5	1500 cm <sup>2</sup>	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

**Shoulder drop-offs**

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE  
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

**Cracks**

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE  
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

O. Reg. 366/18, s. 10 (2).

**Debris**

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

“debris” means any material (except snow, slush or ice) or object on a roadway,

(a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and

(b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

**Luminaires**

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

(a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;

(b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;

(c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;

(d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

(a) a lamp, and

(b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE  
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

**Signs**

**11.** (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

**Regulatory or warning signs**

**12.** (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE  
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days

3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

**Traffic control signal systems**

**13.** (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

**Traffic control signal system sub-systems**

**14.** (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

**Bridge deck spalls**

**15.** (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE  
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1,000 cm <sup>2</sup>	8 cm	7 days
4	1,000 cm <sup>2</sup>	8 cm	7 days
5	1,000 cm <sup>2</sup>	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

**Roadway surface discontinuities**

**16.** (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE  
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

**Sidewalk surface discontinuities**

**16.1** (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

#### **Encroachments, area adjacent to sidewalk**

**16.2** (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

#### **Snow accumulation on sidewalks**

**16.3** (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

#### **Snow accumulation on sidewalks, significant weather event**

**16.4** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

#### **Ice formation on sidewalks and icy sidewalks**

**16.5** (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

#### **Icy sidewalks, significant weather event**

**16.6** (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

#### **Winter sidewalk patrol**

**16.7** (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

**Closure of a highway**

**16.8** (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

(a) when a municipality passes a by-law to close the highway or part of the highway; and

(b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

**Declaration of significant weather event**

**16.9.** A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.

2. By making an announcement on a social media platform, such as Facebook or Twitter.

3. By sending a press release or similar communication to internet, newspaper, radio or television media.

4. By notification through the municipality's police service.

5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

**REVIEW OF REGULATION****Review**

**17.** (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

**18.** OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

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## Appendix I – Training Records



# Record of Training

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

Employee Name (Print)\_\_\_\_\_

Employee Signature\_\_\_\_\_

Date\_\_\_\_\_

Trainer Signature\_\_\_\_\_

Supervisor Signature\_\_\_\_\_



## Record of Training – Patrol Person

This certifies that \_\_\_\_\_ (employee name) has successfully completed the in-house Winter Operations - Night Patroller Training as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations - Patroller Training workshop includes the following modules:

- Weather monitoring and forecasting results including: Road Weather Information System, Value Added Meteorological Service, eutectic temperature, pavement temperature, dew point
- Winter Schedules
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - usage, application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Call-out procedures
- Emergency contacts
- Yard and Equipment maintenance

Employee Name (Print)\_\_\_\_\_

Employee Signature\_\_\_\_\_

Date of Training\_\_\_\_\_

Trainer Signature\_\_\_\_\_

Supervisor Signature\_\_\_\_\_

## Appendix J – Call-out Charts

## Call-out Chart “ROADS”

FORECAST	CALL-OUT RESPONSE			
STORM SEVERITY	CLASS 2	CLASS 3	CLASS 4	CLASS 5
Less than 5 cm	<p>After storm has ended and after becoming aware that the snow accumulation is <b>greater than 5 cm</b> call-out plows and clear the snow <b>within 6 hours</b>.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>
More than 5 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 5 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 5 cm clear the snow within 6 hours</p> <p>No call-out of sander unless roads become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 8 cm</b>.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 8 cm</b> <b>clear the snow within 12 hours</b></p> <p>No call-out of sander unless roads become slippery.</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 8 cm</b>.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 8 cm</b> <b>clear the snow within 16 hours</b></p> <p>No call-out of sander unless roads become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 10 cm</b>.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 10 cm</b> <b>clear the snow within 24 hours</b></p> <p>No call-out of sander unless roads become slippery</p>
Sleet and freezing rain	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

## Call-out Chart “SIDEWALKS”

FORECAST	CALL-OUT RESPONSE	
Storm Severity	Priority 1 – Downtown Areas	Priority 2 – Side Streets
Up to 10 cm	After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 10 cm call-out plows and clear the snow within 24 hours</b>  No call-out of sander unless sidewalks become slippery	No requirement for snow clearing operations.  Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.  No call-out of sander unless sidewalks become slippery
More than 10 cm	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 10 cm.</b>  After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 10 cm clear the snow within 24 hours</b>  No call-out of sander unless sidewalks become slippery	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 15 cm.</b>  Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.  No call-out of sander unless sidewalks become slippery
Sleet and freezing rain	Call-out sander if sidewalk conditions permit	Call-out sander if sidewalk conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

## Call-out Chart “SNOW REMOVAL”

FORECAST	CALL-OUT RESPONSE	
Snow Accumulation	Priority 1 - Downtown areas	Priority 2 - Side streets
Up to <b>60 cm</b> snow bank	No requirement for snow removal operations	No requirement for snow removal operations
Up to <b>120 cm</b> snow bank	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than <b>60 cm</b>, removal operations shall begin.</p> <p>The winter control plan indicates a downtown street removal route numbered from 1 to 21 which suggests an importance level and will be used as a guide to operations.</p> <p>Due to traffic and pedestrian congestion, this work may be required to be completed during the night shift. Deviation from this will be approved by the Director or his designate.</p> <p>Snow removal in downtown areas will have priority over side streets.</p> <p>It is understood that conditions may occur which temporarily prevent achieving the level of service specified.</p>	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than <b>120 cm</b>, removal operations shall begin.</p> <p>Intersections will receive service when it is deemed by the road supervisor to pose a hazard to vehicular traffic.</p>
Sleet and freezing rain	Call-out sander if conditions permit	Call-out sander if conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

**NOTE:** One 8 hour night shift removes +/- 2,700 cubic meters of snow

## Appendix K – PW Notice Charts



## Appendix L – PW Org. Chart

City Manager  
Chris Oslund  
City Hall

Manager of Environmental Services  
Steve Burnett  
City Hall  
ENGINEERING TECHNICIAN  
Jeremie Latour

Manager of Transportation Services  
Mitch Lafreniere  
City Hall  
PUBLIC WORKS CLERK  
Guillaume Labonte

TRANSPORTATION SUPERINTENDENT  
Jamie Sheppard  
200 Lakeshore Road  
HEAVY EQUIPMENT OPERATORS  
██████████  
██████████  
OPERATORS  
██████████  
██████████  
██████████  
SEASONAL WORKERS (As Req'd.)

HEAD MECHANIC  
██████████  
200 Lakeshore Road  
MECHANIC/HEAVY EQUIPMENT OPERATOR  
██████████

ENVIRONMENT SUPERINTENDENT  
Darrell Phaneuf  
200 Lakeshore Road  
CERTIFIED OPERATORS  
██████████  
██████████  
██████████

## Appendix M – Shift Partners

# City of Temiskaming Shores

2021 - 22 Winter Operations Plan	
Colour description	Shift partners
Crew One	[Redacted] [Redacted]
	[Redacted] [Redacted]
Crew Two	[Redacted] [Redacted]
	[Redacted] [Redacted]
Crew Three	[Redacted] [Redacted]
	[Redacted] [Redacted]
Crew Four	[Redacted] [Redacted]
	[Redacted] [Redacted]
Dayshift	Afternoon Patrol -
	[Redacted]
September 08/21	

## Appendix N – Shift Schedule

**November**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
22:00 - 6:30					3D	3D	1	1	1	1	1	4A	4A	2	2	2	2	2	1A	1A	3	3	3	3	3	1B	1B	4	4	4	
6:30 - 15:00					2D	2D	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	3C	3C	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	4E	4E	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	4C	4c	1,2,3	1,2,3		
15:00 - 23:30	AP	AP	AP	AP	AP	2E	2E	AP	AP	AP	AP	AP	3A	3A	AP	AP	AP	AP	4B	4B	AP	AP	AP	AP	AP	4D	4D	AP	AP		

**December**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	4	4	2A	2A	1	1	1	1	1	3B	3B	2	2	2	2	2	4D	4D	3	3	3	3	3	3	4	4	4	4	4		
6:30 - 15:00	1,2,3	1,2,3	1,2,3	2C	2C	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	3E	3E	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1C	1C	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4		1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
15:00 - 23:30	AP	AP	AP	1E	1E	AP	AP	AP	AP	AP	2B	2B	AP	AP	AP	AP	AP	1D	1D	AP	AP	AP	AP	AP			AP	AP	AP	AP	

**January**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
22:00 - 6:30		1	1	1	1	1	3C	3C	2	2	2	2	2	4B	4B	3	3	3	3	3	3	2E	2E	4	4	4	4	4	2C	2C	1	1
6:30 - 15:00		2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	3D	3D	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	3B	3B	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	1B	1B	1,2,3	1,2,3	1,2,3	1,2,3	2B	2B	2,3,4	

**February**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
22:00 - 6:30	1	1	1	3A	3A	2	2	2	2	2	1C	1C	3	3	3	3	3	2B	2B	4	4	4	4	4	3E	3E	1	1			
6:30 - 15:00	2,3,4	2,3,4	2,3,4	2,3,4	4E	4E	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1D	1D	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	1C	1C	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	2A	2A	2,3,4			
15:00 - 23:30	AP	AP	AP	AP	4C	4C	AP	AP	AP	AP	AP	1E	1E	AP	AP	AP	AP	AP	1B	1B	AP	AP	AP	AP	AP	3D	3D	AP			

**March**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	1	1	1	4B	4B	2	2	2	2	2	4C	4C	3	3	3	3	3	2C	2C	4	4	4	4	4	3B	3B	1	1	1	1	1
6:30 - 15:00	2,3,4	2,3,4	2,3,4	2,3,4	3C	3C	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1A	1A	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	1E	1E	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	2D	2D	2,3,4	2,3,4	2,3,4	
15:00 - 23:30	AP	AP	AP	AP	3A	3A	AP	AP	AP	AP	AP	4E	4E	AP	AP	AP	AP	AP	1D	1D	AP	AP	AP	AP	AP	2E	2E	AP	AP	AP	

**April**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30	4D	4D	2	2	2	2	2																							
6:30 - 15:00	2,3,4	4A	4A	2,3,4	2,3,4	2,3,4	2,3,4																							
15:00 - 23:30	AP	4B	4B	AP	AP	AP	AP																							



Aug 17/20

**Crew One**

█	1A	3
█	1B	3
█	1C	3
█	1D	3
█	1E	3

**Crew Two**

█	2A	3
█	2B	3
█	2C	3
█	2D	3
█	2E	3

**Crew Three**

█	3A	3
█	3B	3
█	3C	3
█	3E	3

**Crew Four**

█	4B	4
█	4C	3
█	4E	3



2020

Appendix O – Staff Contact  
Information (Private & Confidential  
Information to be available through  
Clerks office)

## Appendix P – Telephone System

## City of Temiskaming Shores

Telephone System - Winter Operations 2020 - 2021						
Item	Day	Time	Action		Comments	
			Roads	W/S		
1	First point of Contact is 705-647-6220 if busy or after hours will prompt to Press "3" or transfer automatically to 705-648-5575					
2	Sunday 11:01 p.m. to Friday 3:00 p.m.	6:31 am to 3:00 pm	705-648-3998	705-648-3240	When main line is busy General voice mail Leave a message or press #3 should direct to 648-5575	647-6220 with a message
		3:01 pm to 11:30 pm	705-648-5575		General message system Landfill hours, roads, water to On call "person" Phone voice mails Leave a message or press #3 should direct to 648-5575	message in phone
		11:01 pm to 7:30 am	705-648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
3	Friday 3 01 p.m. to Sunday 11:00 p.m.	3:01 pm to 11:30 pm	705-648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		11:00 pm to 7:30 am	705-648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		7:00 am to 3:30 pm	705-648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
4	Secondary Contact	24 Hours per day	██████████		Manager of Transportation Services Leave a message or text if no response	

Appendix Q –  
MTO – Tem. Shores Agreement

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

**By-law No. 2018-086**

**Being a by-law to amend By-law No. 2017-046 being a  
by-law to enter into a Winter Maintenance Agreement  
with the Province of Ontario (Ministry of Transportation  
Ontario) – Highway 11B (Coleman Twp.) and Mowat  
Landing Road**

**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 22 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may provide a system that it would otherwise not have power to provide outside its boundaries in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

**And whereas** Council considered Memo No. 020-2018-CS at the May 15, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2017-046 being a Winter Maintenance Agreement with the Ministry of Transportation Ontario to extend the agreement until April 2022 for consideration at the May 15, 2018 Regular Council meeting;

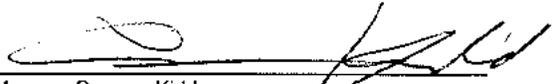
**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows;

1. That Article 9 of Schedule "A" to By-law No. 2017-046 be deleted and replaced with the following:

**The Municipality shall carry out the winter maintenance services for the term of this Agreement commencing September 22, 2018, and terminating on June 15, 2022.**

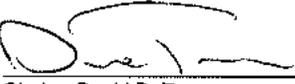
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 15<sup>th</sup>, day of May, 2018.



---

Mayor – Carman Kidd



---

Clerk – David B. Treen

This Agreement for winter maintenance services made this 21<sup>st</sup> day of March, 2017.

Between:

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Transportation,**  
(Hereinafter called the "Ministry"),

And:

**The Corporation of the Municipality of Temiskaming Shores**  
(Hereinafter called the "Municipality").

**Whereas** the highway commonly known as Highway 11B (collectively referred to as, "Road") located within the Twp. of Coleman and described in Schedule "A" attached hereto and forming part of this Agreement is presently a highway under the jurisdiction and control of the Ministry;

**And whereas** the Municipality has offered to carry out winter maintenance services on the Road;

**And whereas** the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

**Now therefore this Agreement witnesses** that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

1. In this Agreement,
  - (a) "Area Engineer" means the Ministry's Area Contracts Engineer for the New Liskeard Area.
2. The Municipality agrees to provide winter maintenance services on the Road in accordance with this Agreement from the execution of this Agreement until this Agreement is terminated or the earlier termination of this Agreement by either party upon 60 days prior written notice or on such other date as the Parties may agree in writing.
3. The Municipality shall carry out the winter maintenance services described in Schedule "A" at the level of service specified therein, both of which may from time to time be amended by the parties or which may be amended upon the direction of the Area Engineer.
4. The Municipality shall supply all necessary labour, materials and equipment required to carry out such winter maintenance services in accordance with the Ministry's winter maintenance standards.

5. In lieu of monetary compensation, the Ministry agrees to undertake the winter maintenance on a section of the Municipality's Road known as Mowat's Landing Road (Highway 558) for approximately 3.1 km from Highway 11 to Pipeline Road (start of Highway 558) in accordance with Appendix 01.
6. The Municipality shall keep separate and detailed records of the material usage (i.e. salt and sand) for winter maintenance services pursuant to this Agreement and make these records available for examination by the Ministry upon request for a 24-month period from the termination date of this Agreement.
7. The Municipality will report the work completed for winter maintenance services to the Area Engineer in a manner consistent with the Ministry's maintenance management system that the Ministry shall explain to the Municipality prior to and at the time of the execution of this Agreement.
8. For greater clarity, the Municipality understands and agrees that the maintenance management system includes performance measures and outcome targets in respect of winter maintenance services that are specifically set out in the Ministry's Performance Requirement 2002 – Winter Maintenance ("Winter Maintenance Standards"). The Municipality acknowledges that it has been given a copy of the Winter Maintenance Standards and that these standards shall be incorporated into this Agreement by this reference.
9. The Municipality shall carry out the winter maintenance services for the term of this Agreement commencing September 22, 2017, and terminating on April 22, 2018.
10. The winter maintenance season designated by the Area Engineer shall commence for the term of this Agreement on September 22 and terminate on April 22.
11. The Ministry may audit the Municipality for its performance of the Winter Maintenance Standards.
12. The Municipality shall indemnify and save harmless the Minister from any losses, costs, damages, suits, or expenses arising out of or connected with the performance of the winter maintenance services contemplated by this Agreement and attributable to the negligence of the Municipality or any person for whom the Municipality is responsible at law.
13. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times throughout the term of this Agreement and such insurance shall include the following:
  - (a) commercial general liability insurance with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence against the risk of injury, loss or damage to the person(s) or property of others;
  - (b) road liability insurance; and,

- (c) automobile liability insurance for both owned and non-owned vehicles with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence for bodily injury, death and damage to property.

14. All insurance policies shall include:

- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation as an additional insured, but only in respect of services performed under this Agreement on behalf of the Ministry;
- (b) the policy of general liability insurance shall contain a cross liability clause endorsement; and,
- (c) the Municipality shall provide the Area Engineer with proof of insurance upon request.

15. The Municipality shall incorporate in its contract(s), if any, for the hired equipment or any other contract(s) to perform the winter maintenance services, which shall operate or work on the Roads, under the supervision of the Municipality during the term of this Agreement, the requirement that the contractor indemnify the Ministry and the Municipality to at least the same extent or better as provided by the Municipality to the Ministry pursuant to this Agreement. As well, the Municipality shall be responsible for calling out such contractor(s) and for making payment directly thereto and resolving any and all liens in respect of such services.

16. Any notice or other written communication intended for the Ministry shall be effectively given if sent by ordinary mail or other appropriate means of delivery to the Area Engineer at 437 McKeown Avenue, North Bay, Ont. P1B 9E4

17. Any notice or other written communication intended for the Municipality shall be effectively given and sent by ordinary mail or other appropriate means of delivery to the Municipality of Temiskaming Shores, at 325 Farr Drive Haileybury, Ontario, P0J 1K0

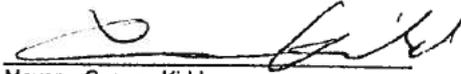
18. The Municipality covenants that it has the statutory authority to enter into this Agreement and warrants that it has done all acts necessary to authorize it to do so.

19. The Ministry or the Municipality shall have the right to terminate this Agreement by giving sixty (60) days prior written notice to the other party.

**In witness whereof** the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Temiskaming Shores, this 21<sup>st</sup> day of March, 2017.

**The Corporation of the Municipality of  
Temiskaming Shores**

  
\_\_\_\_\_  
Mayor – Carman Kidd

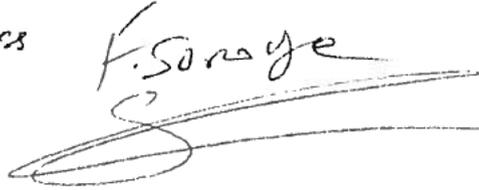
  
\_\_\_\_\_  
Clerk – David B. Treen

Signed at North Bay, this 19 day of April, 2017.

**Her Majesty the Queen in right of Ontario as  
represented by the Minister of Transportation**

  
\_\_\_\_\_  
Area Engineer

Witness

  
\_\_\_\_\_  
F. Savage

April 19, 2017

  
\_\_\_\_\_

### Appendix 01 – Winter and Summer Maintenance Services

For greater clarity in this Schedule and the Agreement, Highway 11B and Mowat's Landing Road are described as follows:

Road Name	Road Limits	Maintenance Class
Highway 11B	From ONR overpass bridge to Temiskaming Shores south limit	3
Mowat's Landing Road	From Highway 11 westerly to Pipeline road (beginning of Highway 558)	5

#### Winter Maintenance Services

The Municipality hereby agrees to provide such winter maintenance services for the Roads described herein such that it meets or exceeds the following levels of service:

Highway 11B shall be serviced at a Class 3 service level minimum, such level of service to achieve bare pavement within 24 hours after the end of the winter storm event and be maintained until conditions permit barring the pavement to full width during the term of this Agreement.

Mowat's Landing Road shall be serviced at a Class 5 service level minimum, such level of service to achieve snow pack conditions within 24 hours after the end of the winter storm event during the term of this Agreement.

For greater clarity,

1. Snow clearing shall include:
  - (a) plowing;
  - (b) winging back;
  - (c) snow removal;
2. Sanding shall include:
  - (a) spreading of sand on road surfaces;
  - (b) stockpiling;
  - (c) loading.
3. Salting shall include:
  - (a) spreading of salt on pavements;
  - (b) stockpiling; and
  - (c) loading.

In addition to the above, the Municipality shall perform such other winter maintenance services as may be agreed upon by the Parties from time to time.

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

### **By-law No. 2021-151**

#### **Being a by-law to enter into an agreement with Alexander Dennis (Canada) Inc. for the Supply and Delivery of one (1) 35' Conventional Transit Bus**

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

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

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

**Whereas** Council considered Administrative Report No. PW-022-2021 at the October 5, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Alexander Dennis (Canada) Inc. for the supply and delivery of a 35' Conventional Transit Bus, in the amount of \$315,000, plus applicable taxes, for consideration at the October 5, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute an agreement with Alexander Dennis (Canada) Inc. for the supply and delivery of a 35' Conventional Transit Bus, in the amount of \$315,000.00, plus applicable taxes a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

---

Mayor

---

Clerk



Schedule "A" to

**By-law 2021-151**

Agreement between

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

And

**Alexander Dennis (Canada) Inc.**

for the Supply and Delivery of one (1) 35' Conventional Transit Bus

**This agreement** made this 5<sup>th</sup>, day of October, 2021.

Between:

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

and

**Alexander Dennis (Canada) Inc.**  
(hereinafter called "the Supplier")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) new 35' Conventional Transit Bus in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-005-2021)  
Supply and Delivery of a 35' Conventional Transit Bus**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Delivery of vehicle by **January 31, 2022.**

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for services aforesaid, in the amount of Three-Hundred and Fifteen Thousand Dollars and Zero Cents (\$315,000.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents, as authorized by an approved Contract Change Order.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of

transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Alexander Dennis (Canada) Inc.**  
130 Pippin Road B  
Vaughan, Ontario  
L4K 4X9

The Owner:

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

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Appendix 01 to  
Schedule "A" to

**By-law No. 2021-151**

Form of Agreement



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

## Request for Proposal:

# Supply & Delivery of a 35' Conventional Transit Bus

**RFP NO. PW-RFP-005-2021**





Alexander Dennis (Canada) Inc.  
130 Pippin Road B, Vaughan, ON L4K4X  
[www.alexander-dennis.com](http://www.alexander-dennis.com)

September 27, 2021

City of Temiskaming Shores

P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
POJ 1K0

RE: PW-RFP-005-2021

Supply and Delivery of a 35' Conventional Transit Bus

Dear Sirs,

Thank you for the opportunity to submit our proposal in response to for the supply of a 35' Conventional Transit Bus, against your Request for Proposal # PW-RFP-005-2021. Please find enclosed our tendered response to the above document.

Alexander Dennis, Inc. understands the scope of work and level of services required in response to this proposal. We further confirm the validity of our pricing and our commitment to the work scope as required in the specifications.

The bus that we propose in response to this RFP, our Enviro200, is one of the most successful medium sized bus in the world. Some 18,000 Enviro200 models have been built since the model was first introduced and today, they are deployed in numerous countries around the globe. The Enviro200 is one of the most fuel-efficient buses in the world and is renowned for its modern appearance, impressive reliability, easy manoeuvrability, and low cost of operation.

Alexander Dennis's Enviro200 bus was produced and sold in North America in 2012 in a joint venture between New Flyer Industries and Alexander Dennis Limited. The bus was designed by ADL's engineers, incorporating the experience of having delivered more than 18,000 buses of this kind into the worldwide market. The Enviro200 integrates our extensive knowledge of the North American transit market and has been designed to be a productive and reliable addition to your transit fleet.



The contact person during the period of proposal evaluation is:

Jason Steinbrunn

Vice President - Commercial

130 Pippin Road B, Vaughan, ON L4K4X

Office: (951) 244-9429

Mobile: [REDACTED]

We trust that you will find our proposal of interest, and we look forward to providing our world class transit solutions to your organization.

Thank you for the opportunity to earn your valued business.

Yours Sincerely,

Alexander Dennis Inc.

A handwritten signature in black ink, appearing to read "Jason Steinbrunn", written over the company name.

Jason Steinbrunn

Vice President - Commercial

JS/jl



## **A: Technical Specification Requirement**

Please refer to attached Appendix

## **B: Qualifications, Expertise and Performance on Similar Purchases**

Alexander Dennis has a long history of managing and meeting strict timelines and delivery schedules. Our US logistics and manufacturing team meet multiple times weekly monitoring and discussing bus manufacturing contracts and their respective projections. Our team, along with our US suppliers and US build partners continuously monitor the sourcing and scheduling process for the lifetime of any signed contract.

Alexander Dennis enjoys the long-standing partnerships with its suppliers all over the globe and have predetermined costs allocated to the parts for the productions. This enables us to keep well within the budget and low risk of surprise expense.

Alexander Dennis Limited, ("ADL") is one of the world's leading bus and coach manufacturers and the number one global producer of double deck buses. With a long history spanning more than a century, ADL has over 33,000 vehicles in service in the UK, Europe, Hong Kong, Singapore, New Zealand, Mexico, Canada, and the United States sold under the Alexander Dennis and Plaxton brands. It has emerged in the past five years as the fastest growing bus and coach builder in the western world, tripling its turnover in the period to over £600m.

ADL's flexible operating model enables the business to enhance competitiveness in existing markets while entering new regions. ADL successfully operates in highly competitive markets through its ability to develop innovative new products, leverage local sourcing, create flexible assembly partnerships, and establish dedicated aftermarket service effectively and efficiently. ADL is the number one global producer of double deck buses with an established presence across multiple continents, over 50% market share in the UK, and a growing presence in continental Europe, Asia Pacific, and North America. ADL's recent contract win in Berlin, Germany provides a platform for further European expansion while its existing presence in Mexico establishes a model for further Latin American growth.



### **C. Proposed Supplier Contact / Manager and Support Team**

We propose the below listed personnel for to support this contract.

Name	Title
Stephen Walsh	Vice President
Jason Steinbrunn	Vice President - Commercial
Ollie Neilson	Sales Director
Ryan Cooper	Field Service Manager
Judy Lovitt	Commercial & Financial Manger
Kavita Jain	Contracts Manager

All the above personnel bring expertise from more than 60 years of consolidated experience in manufacturing industry. The team was either directly involved or trained by the people who were directly involved when Alexander Dennis was established in North America and are specialized in tailored Enviro200 and Enviro500 for American Customers.

### **D. Completeness and Schedule**

Key staff support and availability - At any given point of time during the contract or post-delivery, all the above listed personnel are available to support Temiskaming Shores in case of need. If due to any reason, the contact is not available, there will be a backup support provided to Temiskaming Shores to ensure business continuity.

Delivery - Alexander Dennis Inc. utilizes specialty drive away services fully conversant with bus systems and specific handling. Drive away services are supported by ADI Field Service Manager during the delivery, to take the customer thorough the bus and sometimes in case of en-route breakdowns. On arrival at the transit agency ADI Field Service Manager cover any post-delivery issues that are evident.

Quality Assurance - The Alexander Dennis Quality Assurance process is integrated into the daily inspection process throughout the manufacturing of each vehicle.

The quality documents include gate inspection reports; the Build Record Card, commissioning documents, and third-party test results are generated and released to the customer for each vehicle manufactured; however, this is only one of many key documentation steps utilized for the quality assurance of new buses.

Once the bus is manufactured, we utilize Appendix C from the Metrolinx TPI Agreement, which is a very extensive and exhaustive list of PDI inspections, before the bus is delivered to the customer.

### Ongoing Support –

a. Replacement parts - ADI is supported by New Flyer Aftermarkets team for post-delivery parts requests. New Flyer Aftermarkets team have well established supplier base in North America. Immediate availability of parts stock will be visible through the web portal. If instances arise where no stock is available, a request can be placed for parts delivery with expected lead time.

b. Warranty Repairs - Two approaches are commonly utilized where issues arise:

1. Customer supplies initial diagnosis of the issue, orders recommended parts, completes repair, and submits warranty claim. (Fastest route returning the bus to service)

- i. Customer can opt to use on site parts availability and install for later replacement by ADI FOC
- ii. If customer has capability, they install the part
- iii. Customer submits a warranty claim within 30 days of the repair being completed. ADL adjudicates the claim, and the claim is paid within 30 days. Warranty does not cover wearable items, clean up, towing, diagnosis time.

2. Customer requests ADI service technician attend diagnose the issue, orders parts and complete the repair

- i. ADL technicians order the parts and either waits for parts to arrive or revisits when parts arrive to implement repair.

### c. Technical/Engineering Support

- i. There is a team of mobile technicians that support all of North America.
- ii. Customers would be further supported by the team in Seattle, Washington. This pool of technicians can be expanded to other service teams bases of operations if the needed.
- iii. Customers have the full support of Alexander Dennis' Engineering team in the US, Canada and the UK.

## **E. Knowledge of City Regarding the Purchase**

Alexander Dennis has partnered with Metrolinx TPI since 2018 and since have delivered 20 buses to the Travel agencies under Metrolinx, including Temiskaming Shores. Our Field Service Manager and Service Delivery Manager are in sync with the operations, exiting fleet and maintenance staff and capabilities of Temiskaming Shores.

**F. Estimated Fees and Disbursements**

Please refer to Appendix

**G. NON-COLLUSION AFFIDAVIT**

Please refer to Appendix

**H. Conflict of Interest Declaration**

Please refer to Appendix

## Technical Specification

REQUIREMENT 35' BUS	RESPONSE CODE (F, P, OR N)	COMMENTS (IF OTHER THAN FULL COMPLIANCE)
Cummins ISB 6.7, 250HP	F	
6-Cylinder Diesel	F	
Allison B33R	P	Transmission is Allison B300R
Block heater	F	
Engine cutoff	F	
Fire suppression system – provide specs	F	USSC Fogmaker
Dana Front and Rear Axles	F	
Air system	F	
ZF 8095 steering gear	F	
2-doors, Vapor	F	
Entrance ramp, must be a powered 32" wide, 1:6 ramp with manual override	F	
Thermo King HVAC system or equivalent	F	
Goodyear 265/70 tires or equivalent	F	
VDO Continental multiplex system	F	
Luminator destination signs	F	
Altor flooring or equivalent	F	
USSC Aries seats or equivalent	F	
Lucerix mirrors or equivalent	F	
32 seats no other options will be considered	F	USSC Aries
Length: 35' (10.67m) no other options will be considered	F	
Height: 10'4" (3.14m) no other options will be considered	F	
Width: 8.0" (2.44M) no other options will be considered	F	
Must meet all MTO specs for use in Ontario, Canada	F	
2 front towing bosses behind detachable bumper	F	
Windscreen/Front Destination Glass	F	
Destination signs, front, side and rear	F	
Bell pushes	F	
Operator seat to be Recaro Ergo M or equivalent	-	
With 2 armrests	F	
Headrest	F	
3-point seatbelt	F	
CCTV – provide specs	F	Bus pre-wired for Seon 7-camera system
PA equipment – provide specs	F	4-speaker system, including exterior
AVA/AVL equipment – provide specs	F	Bus pre-wired for Consat Telematics
Farebox	-	
o Farebox wiring provision	F	
o Design and construct a fare box base	F	
o City will provide and install fare box	F	
Paint finish – provide specs	F	White 2-pack acrylic
Vinyls/decals	-	
o Supply and fit interior and exterior legal in French & English	F	
Bike rack	F	
o Bike rack fitted model Sportworks DL2 brushed stainless or equivalent	F	
3 hard copies and one electronic copy of all operator manuals, Parts & Service, Electrical schematics and any other manuals required	F	



**City of Temiskaming Shores**  
**PW-RFP-005-2021**

Supply and Delivery of a 35' Conventional Transit Bus

PW-RFP-005-2021

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Alexander Dennis (Canada) Inc./Jason Steinbrunn  
(Registered Company Name/Individuals Name)

Of, 130 Pippin Road B, Vaughan, ON L4K4X9  
(Registered Address and Postal Code)

Business: Alexander Dennis (Canada) Inc.

Phone Number ( 951 ) - 244-9429

Fax Number ( 951 ) - 755-0318

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

	Unit price	Total with HST
Price for unit (less HST)	\$ <u>315,000</u>	\$ <u>355,950</u>
Days to deliver once awarded:	<u>60 days</u>	



**City of Temiskaming Shores  
PW-RFP-005-2021**

Supply and Delivery of a 35' Conventional Transit Bus

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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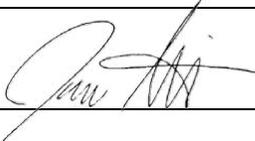
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at Canyon Lake, CA this 23 day of September, 2021.

FIRM NAME: Alexander Dennis

BIDDER'S AUTHORIZED OFFICIAL: Jason Steinbrunn

TITLE: Vice President - Commercial

SIGNATURE: 



**City of Temiskaming Shores  
PW-RFP-005-2021**

Supply and Delivery of a 35' Conventional Transit Bus

**NON-COLLUSION AFFIDAVIT**

I/ We Alexander Dennis (Canada) Inc. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed

Company Name

Alexander Dennis (Canada) Inc.

Title

Vice President - Commercial



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

**Request for Proposal:**  
**Supply & Delivery of a 35' Conventional Transit Bus**  
**RFP NO. PW-RFP-005-2021**





*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

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Alexander Dennis (Canada) Inc.  
130 Pippin Road B, Vaughan, ON L4K4X  
[www.alexander-dennis.com](http://www.alexander-dennis.com)

September 27, 2021

City of Temiskaming Shores

P.O. Box 2050  
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POJ 1K0

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The contact person during the period of proposal evaluation is:

Jason Steinbrunn

Vice President - Commercial

130 Pippin Road B, Vaughan, ON L4K4X

Office: (951) 244-9429

Mobile: (909) 496-6523

We trust that you will find our proposal of interest, and we look forward to providing our world class transit solutions to your organization.

Thank you for the opportunity to earn your valued business.

Yours Sincerely,

Alexander Dennis Inc.

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

Jason Steinbrunn

Vice President - Commercial

JS/jl



## **A: Technical Specification Requirement**

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**F. Estimated Fees and Disbursements**

Please refer to Appendix

**G. NON-COLLUSION AFFIDAVIT**

Please refer to Appendix

**H. Conflict of Interest Declaration**

Please refer to Appendix

## Technical Specification

REQUIREMENT 35' BUS	RESPONSE CODE (F, P, OR N)	COMMENTS (IF OTHER THAN FULL COMPLIANCE)
Cummins ISB 6.7, 250HP	F	
6-Cylinder Diesel	F	
Allison B33R	P	Transmission is Allison B300R
Block heater	F	
Engine cutoff	F	
Fire suppression system – provide specs	F	USSC Fogmaker
Dana Front and Rear Axles	F	
Air system	F	
ZF 8095 steering gear	F	
2-doors, Vapor	F	
Entrance ramp, must be a powered 32" wide, 1:6 ramp with manual override	F	
Thermo King HVAC system or equivalent	F	
Goodyear 265/70 tires or equivalent	F	
VDO Continental multiplex system	F	
Luminator destination signs	F	
Altor flooring or equivalent	F	
USSC Aries seats or equivalent	F	
Lucerix mirrors or equivalent	F	
32 seats no other options will be considered	F	USSC Aries
Length: 35' (10.67m) no other options will be considered	F	
Height: 10'4" (3.14m) no other options will be considered	F	
Width: 8.0" (2.44M) no other options will be considered	F	
Must meet all MTO specs for use in Ontario, Canada	F	
2 front towing bosses behind detachable bumper	F	
Windscreen/Front Destination Glass	F	
Destination signs, front, side and rear	F	
Bell pushes	F	
Operator seat to be Recaro Ergo M or equivalent	-	
With 2 armrests	F	
Headrest	F	
3-point seatbelt	F	
CCTV – provide specs	F	Bus pre-wired for Seon 7-camera system
PA equipment – provide specs	F	4-speaker system, including exterior
AVA/AVL equipment – provide specs	F	Bus pre-wired for Consat Telematics
Farebox	-	
o Farebox wiring provision	F	
o Design and construct a fare box base	F	
o City will provide and install fare box	F	
Paint finish – provide specs	F	White 2-pack acrylic
Vinyls/decals	-	
o Supply and fit interior and exterior legal in French & English	F	
Bike rack	F	
o Bike rack fitted model Sportworks DL2 brushed stainless or equivalent	F	
3 hard copies and one electronic copy of all operator manuals, Parts & Service, Electrical schematics and any other manuals required	F	



**City of Temiskaming Shores  
PW-RFP-005-2021**

Supply and Delivery of a 35' Conventional Transit Bus

PW-RFP-005-2021

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Alexander Dennis (Canada) Inc./Jason Steinbrunn  
(Registered Company Name/Individuals Name)

Of, 130 Pippin Road B, Vaughan, ON L4K4X9  
(Registered Address and Postal Code)

Business: Alexander Dennis (Canada) Inc.

Phone Number ( 951 ) - 244-9429

Fax Number ( 951 ) - 755-0318

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

	Unit price	Total with HST
Price for unit (less HST)	\$ <u>315,000</u>	\$ <u>355,950</u>
Days to deliver once awarded:	<u>60 days</u>	



**City of Temiskaming Shores  
PW-RFP-005-2021**

Supply and Delivery of a 35' Conventional Transit Bus

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at Canyon Lake, CA this 23 day of September, 2021.

FIRM NAME: Alexander Dennis

BIDDER'S AUTHORIZED OFFICIAL: Jason Steinbrunn

TITLE: Vice President - Commercial

SIGNATURE: 



**City of Temiskaming Shores  
PW-RFP-005-2021**

Supply and Delivery of a 35' Conventional Transit Bus

**NON-COLLUSION AFFIDAVIT**

I/ We Alexander Dennis (Canada) Inc. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed

Company Name

Alexander Dennis (Canada) Inc.

Title

Vice President - Commercial



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

**Request for Proposal:**  
**Supply & Delivery of a 35' Conventional Transit Bus**  
**RFP NO. PW-RFP-005-2021**



## The Corporation of the City of Temiskaming Shores

### By-law No. 2021-152

#### Being a by-law to amend By-law No. 2021-139 to Adopt a Recreation Facilities Proof of COVID-19 Vaccination Policy for the City of Temiskaming Shores

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

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

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

**Whereas** Council adopted By-law No. 2021-139 to adopt a Recreation Facilities Proof of COVID-19 Vaccination Policy for the City of Temiskaming Shores at the September 21, 2021 Regular Council meeting; and

**Whereas** Council considered an email from Dr. Glenn Corneil Acting Medical Officer of Health/ Chief Executive Officer for the Temiskaming Health Unit on October 1, 2021, to request an exemption for entering a facility for the purposes of health and safety (e.g., vaccination clinics).

**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. 2021-139, be amended by adding the following subsection to Section 5 – Exemptions (Pool Fitness Centre):

**5.5** Proof of identification and of being fully vaccinated against COVID-19 does not apply where a patron is entering the indoor area as may be necessary for the purposes of health and safety.

2. That Schedule "A" to By-law No. 2021-139, be amended by adding the following subsection to Section 10 – Exemptions (Arenas):

**10.6** Proof of identification and of being fully vaccinated against COVID-19 does not apply where a patron is entering the indoor area as may be necessary for the purposes of health and safety.

3. That Schedule "A" to By-law No. 2021-139, be amended by adding the following subsection to Section 14 – Exemptions (Municipal Halls):

**14.5** Proof of identification and of being fully vaccinated against COVID-19 does not apply where a patron is entering the indoor area as may be necessary for the purposes of health and safety.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

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

**By-law No. 2021-120**

**Being a by-law to amend By-law No. 2013-051 to regulate the keeping of animals and the registration of dogs and cats within the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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** Council considered Administrative Report No. CS-033-2021 at the August 10, 2021 Regular Council meeting, and directed staff to amend prepare the necessary by-law to amend Section 4.5, Appendix 3 and Appendix 4 of By-law 2013-051 for Council's consideration of First and Second Readings at the August 10<sup>th</sup>, 2021 Regular Council Meeting.

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

1. That By-law No. 2013-051, be amended by removing Section 4.5 of Schedule "A" and replacing it with the following:

**4.5 Required to Stoop and Scoop**

**4.5.1** 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.

**4.5.2** Every owner of a dog, cat or other animal shall remove forthwith from his or her 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.

**4.5.3** Notwithstanding Section 4.5.1 this requirement shall not apply to a Service Animal.

2. That By-law No. 2013-051, be amended by adding thereto in numerical sequence by Section (i.e., Column 2), the following Part 1 Provincial Offences Act Set Fines in Appendix 2 of Schedule “A”, and renumbering all subsequent fines accordingly:

Item	Column 1 Short form wording	Column 2 Offence creating provision or Defining offence	Column 3 Set fine
14	Failure to remove and dispose of excrement left by <i>dog, cat</i> or animal on roadway or highway.	Sch. A, Section 4.5.1(a)	\$50
15	Failure to remove and dispose of excrement left by <i>dog, cat</i> or <i>animal</i> in public park.	Sch. A, Section 4.5.1(b)	\$50
16	Failure to remove and dispose of excrement left by <i>dog, cat</i> or <i>animal</i> on public property.	Sch. A, Section 4.5.1 (c)	\$50
17	Failure to remove and dispose of excrement left by <i>dog, cat</i> or <i>animal</i> private property other than <i>owner's premises</i> .	Sch. A, Section 4.5.1(d)	\$50
18	Failure to remove and dispose of excrement left by <i>dog, cat</i> or other <i>animal owner's premises</i> .	Sch. A, Section 4.5.2	\$50

3. That By-law No. 2013-051, be amended by removing Item No. 13 from Appendix 3 of Schedule A, Animal Prohibited Areas, and renumbering all subsequent areas accordingly:

13	Murray Daniels Park	Inside the marked playing surface of the soccer fields, and baseball diamonds.
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4. That By-law No. 2013-051, be amended by adding the following item to Appendix 4 of Schedule A, Dog Off-Leash Areas:

2	Murray Daniels Park - Fenced area	Lakeview Drive
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5. 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 and second time** this 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk

**Read a third and final time** this 5th day of October 2021.

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Mayor

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Clerk

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

**By-law No. 2021-153**

**Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on September 28, 2021, and for its Regular meeting held on October 5, 2021**

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

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

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

**Whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Special Meeting held on **September 28, 2021**, and for its Regular meeting held on **October 5, 2021**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of October, 2021.

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Mayor

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Clerk